

CONTRACT

AGREEMENT TO FURNISH CAMPUS WIFI REPLACEMENT

THIS AGREEMENT is made on September 23, 2015, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and, TechnologEase, Inc., (“Contractor”), a contractor with its principal place of business located at 9408 Roberts Road, Odessa, Florida 33556 (collectively, the “Parties”).

WHEREAS, PSTA issued a Request for Proposal No. 15-016P for Campus Wi-Fi Replacement on June 16, 2015 (the “RFP”); and

WHEREAS, Contractor submitted a Proposal to the RFP on or before July 30, 2015 (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the RFP to Contractor at its Board of Directors Meeting on September 23, 2015 , and the parties wish to set forth the terms and conditions of their agreement for an amount not to exceed **\$135,000.00 (the “Contract Total”)**.

NOW THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein contained, the adequacy of which is acknowledged by the Parties, agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), the Federal Transit Administration Contract Clauses (attached hereto as **Exhibit B**), Contractor’s Best and Final Offer (attached hereto as **Exhibit C**), and Contractor’s Response (attached hereto as **Exhibit D**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A	The RFP
Exhibit B	Federal Transit Administration Contract Clauses
Exhibit C	Best and Final Offer
Exhibit D	Contractor’s Response
3. **SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall provide campus-wide WiFi Replacement in accordance with the specifications and scope of work set forth in the RFP (the “Project”). Contractor acknowledges that it has read the specifications for the Project and understands them.
4. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement 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 three (3) years from date of final acceptance from PSTA.



5. TERMS OF PERFORMANCE.

5.01 Time for Completion. Contractor shall commence work on the Project immediately upon receipt of a Purchase Order from PSTA and shall complete the Project, and all tasks associated therewith by _____.

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

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

5.04 Weekly Status Meetings: Contractor shall organize and hold weekly progress meetings to discuss status and any issues related to the project. The Contractor will send out an agenda, a progress report and any relevant project documents. The meetings will be scheduled until final acceptance of the Project by PSTA. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Contractor upon completion of the Project.

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

5.06 Contractor Responsibility: Contractor shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the Project. The Project and the services associated therewith shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Project. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Project, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor's company.

5.07 Compliance with Laws. Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Project and Contractor's services under the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. PSTA and PSTA's Project Manager will communicate directly with the Contractor's project superintendent and shall have no authority to direct, oversee, or instruct the Contractor's employees, subcontractors, or materialmen, or any other individuals performing work on the Project. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all

necessary permits and licenses required for performance under the contract and completion of the Project.

- 6. COMPENSATION.** In consideration of Contractor's faithful performance of the Contract Documents, PSTA agrees to pay Contractor in accordance with the amounts proposed and set forth in Exhibit C. However, all payments to Contractor individually and in the aggregate shall not exceed the Contract Total. Payment shall be made only for work which is actually performed and approved by PSTA. Contractor shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or services were completed. PSTA will make payment in accordance with the Florida Prompt Payment Act.

6.01 Invoices. All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order or Contract #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716

Or via E-Mail : Accountspayable@psta.net

6.02 Payment Due Date. Payment due date is calculated from time PSTA Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net 45 days from the accepted date. Invoices must have the PSTA Purchase Order Number on them in order to be considered a proper invoice.

6.03 Disputed Invoices. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

6.04 Subcontractor Payments. In accordance with 49 CFR Part 26.29, Contractor shall pay each subcontractor for satisfactory performance of its contract with the subcontractor no later than thirty (30) days from the receipt of each payment Contractor receives from PSTA. Contractor shall further return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Contractor shall include as part of its contract or agreement with each subcontractor for work and material a "Prompt Payment Clause". The Prompt Payment Clause shall require payment to all subcontractors, not only DBEs, for all labor and material for work completed within thirty (30) days of receipt of progress payments from PSTA for said work. The Prompt Payment Clause shall further stipulate the return of retainage within 30 days after the subcontractor achieves the specified work as verified by payment from PSTA.

6.05 Disputes with Subcontractor Payments. Any disputes that arise regarding the satisfactory completion of work by a subcontractor may be brought to the attention of PSTA, who will make a determination. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from PSTA. This clause applies to both DBE and non-DBE subcontractors.

6.06 Failure to Abide by DBE Requirements. Failure by Contractor to carry out the requirements of PSTA's DBE Program and the requirements of 49 CFR Part 26, and/or timely return of retainage, without just cause, is a material breach of this Agreement, which may result in PSTA withholding payment from Contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as PSTA deems appropriate.

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

7.01 Changes to the Project. PSTA may at any time, by written order, make changes within the scope of the work to be performed by Contractor under the Contract Documents. However, no such written order shall serve to increase the Contract Total or give Contractor any claim for monies in addition to the Contract Total. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under the Contract Documents, whether or not changed by the order, Contractor shall notify PSTA within thirty (30) days in writing. In the case of an increase to the Contract Total, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the Contract Total. Such notice must be submitted and approved by PSTA's Board of Directors prior to performing any work. Any change in the Contract Total must be approved by PSTA's Board of Directors and Contractor shall not be entitled to any compensation for such work unless and until approved by PSTA's Board of Directors.

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

7.03 No Increase in Costs. No services for which an additional cost or fee will be charged by Contractor shall be furnished without the prior express written authorization of PSTA.

7.04 Representative. The PSTA Project Manager, Director of Finance, or CEO are the only PSTA representatives authorized to make changes within this Section, and only if such change does not serve to increase the Contract Total. All instructions, written or oral, given to Contractor by someone other than the PSTA designated representative that represent a change in the Project or any of its terms, will not be considered as an authorized change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

8. WARRANTIES AND COVENANTS.

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

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

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

9.01 Written Approval Required. The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

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

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

9.04 E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

9.05 Provision for other agencies: Unless otherwise stated in Contractor's Response, Contractor agrees to make available to all government agencies, departments, authorities, and municipalities the proposal prices submitted in accordance with the terms and conditions herein, should any said governmental entity desire to buy under Contractor's proposal. Eligible users shall mean all State of Florida agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, transit authorities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Contract Documents.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 Time of the Essence. The timely receipt of services and deliveries to PSTA is essential. If the Project and all deliverables are not received on time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

10.02 Force Majeure. Contractor shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Contractor's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Contractor and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Contractor's obligations under the Contract Documents.

10.03 Unavoidable Delay. If delivery of the Project, and all deliverables thereunder, is unavoidably delayed, PSTA may, in its sole discretion, extend the time for completion for a determined number of days

of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

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

10.05 Notification. Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause and without penalty in accordance with the provisions below.

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

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

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

11.04 Force Majeure. If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11.01 of this Agreement.

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

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

12. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

12.01 Disputes. Disputes raised by Contractor which are not resolved amicably by the Parties, shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.

12.02 Performance During Dispute. Unless otherwise directed by PSTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

12.03 Claims for Damages: Should either party suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

12.04 Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.05 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will

be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

13. INDEMNIFICATION

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

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

14. INSURANCE

14.01 Insurance. Before beginning work (including pre-staging personnel and material), the Contractor shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event the Contractor has Subcontractors perform any portion of the work in this contract, either the Contractor shall name those Subcontractors as "additional

insurers” or each Subcontractors shall be required to have the same insurance requirements as the Contractor. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Contractor to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- as assigned by AM Best. If the Contractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers’ Compensation, PSTA shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the contractor’s Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor shall provide to PSTA’s Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance with an insurance endorsement or (if over 25,000 formal proposals)
- A Certified copy of the actual insurance policy.

PSTA, at its sole option, has the right to request a certified copy of policies required by this contract. Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless at least 30 days’ notice is given to PSTA. The acceptance and approval of the Contractor’s Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this contract or imposed by law. PSTA, its employees and officers, will be included as “Additional Insured” on all policies, except Workers’ Compensation.

14.02 Project Specific Requirements. The following policies and minimum coverage’s shall be maintained throughout the entire term of this Agreement:

Commercial General Liability with, at minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits shall be \$1,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the contract.

Vehicle Liability – Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired Vehicles with minimum limits at \$1,000,000 Combined Single Limit (CSL)

Workers' Compensation – Prior to beginning work, Contractor shall obtain Workers' Compensation Insurance with limits sufficient to meet Florida Statute 440. Contractor shall maintain throughout, Employers' Liability Insurance with limits no less than:

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

Technology & Communication Insurance Request:

Technology Errors & Omission Liability-Insurance Requirements (i.e. Professional Liability Exposure)

Recognizing that the work governed by this contract involves the furnishing of technological services, the Contractor shall maintain, throughout the life of the contract Technology Errors & Omission Liability Insurance which will respond to any damages resulting from any claim arising from the performance of professional services or any negligent act, errors or omission relating to an insurer's product or services provided by the Contractor arising out of the work governed by this contract.

This insurance shall be maintained in force for a period of two years after the date of Substantial completion of the Project.

The minimum limits of liability shall be:

- \$500,000 per Occurrence/\$1,000,000 Aggregate.

Cyber Privacy & Network Liability Insurance: (Operational Exposure)

Recognizing that the work governed by the contract involves the potential data breach of technological services, the Contractor or Contractor's Insurer shall maintain throughout the life of the contract Privacy & Network Liability Insurance which will response to the following;

- Privacy Liability: Damages and Claims Expense for any Wrongful Acts during and after the Retro Date caused by the Insured/Contractor;
- Data Breach Fund: Data Breach Expenses reason of a Claim made against the Insured/Contractor or Contractor's Insurer for any Wrongful Acts during and after the Retro date caused by the Insured/Contractor;
- Network Security Liability: Damages & Claims Expenses by reason of a Claim made against the Insured/Contractor or Contractor's Insurer for any Wrongful Acts during and after the Retro date caused by the Insured/Contractor;

This insurance shall be maintained in force for a period of two years after the date of Substantial completion of the Project.

The minimum limits of liability shall be:

- \$500,000 per Occurrence/\$1,000,000 Aggregate.

15. FEDERAL PROVISIONS. As required by the Federal Transit Administration (FTA), the attached Exhibit B to this Agreement is hereby incorporated by reference as if set forth fully herein and contains required contractual provisions that apply to all work performed or products delivered under this Agreement which is funded by a grant from the United States of America.

16. MISCELLANEOUS PROVISIONS

16.01 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor and PSTA consent to jurisdiction over them

and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

16.02 Entire Agreement. The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings.

16.03 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by PSTA in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that PSTA would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to PSTA all public records in possession of the Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements and provide PSTA with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to PSTA in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a request for Public Records, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

16.04 Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit there from.

16.05 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:

Pinellas Suncoast Transit Authority
Attn: Director of Procurement
3201 Scherer Drive
St. Petersburg, FL 33716

To Contractor:

TechnologyEase & Security, Inc.
Attn: Bill Ginger
9408 Roberts Rd
Odessa, FL 33556

With required copy to:

Sangita Land, C.C.O.
Pinellas Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 33716

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



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

16.07 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.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

CONTRACTOR:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Alan S. Zimmet, B.C.S., General Counsel