

AGENDA ATTACHMENTS

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AGREEMENT TO FURNISH SAFETY, SECURITY, TRAINING, CONSULTANT AND RELATED SERVICES

THIS AGREEMENT is made on April 27, 2016, 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, Elert & Associates Networking Division, Inc., ("Supplier"), a Minnesota Corporation with its principal place of business located at 140 3rd Street S, Stillwater, Minnesota 55082 (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 16-004P for Safety, Security, Training, Consultant and Related Services on January 20, 2016 (the "RFP"); and

WHEREAS, Supplier submitted a Proposal to the RFP on or before February 29, 2016 ("Supplier's Response"); and

WHEREAS, PSTA's Board of Directors awarded the RFP to Supplier at its Board of Directors Meeting on April 27, 2016 and;

WHEREAS, the Parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, the Parties in consideration of the mutual covenants and conditions set forth herein contained, the receipt and adequacy of which is hereby acknowledged, 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**) and Best and Final Offer and Supplier's Response (attached hereto as **Exhibit C**). 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	RFP
Exhibit B	Federal Transit Administration Contract Clauses
Exhibit C	Best and Final Offer and Consultant's Response
3. **SCOPE OF SERVICES.** Supplier, at the direction of PSTA, shall provide Safety, Security, Training, Consultant and Related Services to PSTA in accordance with the specifications and scope of work set forth in the RFP (the "Services"). Supplier acknowledges that it has read the specifications for the Services 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, and may be renewed upon mutual written agreement of the Parties for up to two (2) additional one (1) year terms (each a "Renewal Term").
5. **TERMS OF PERFORMANCE.**
 - 5.01 *Time for Completion.* Supplier shall commence work under this Agreement immediately upon receipt of a written purchase order from PSTA for Supplier to provide transit security consultant services.



5.02 Representatives. Prior to the start of any work under this Agreement, Supplier shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing ("Supplier's Representative"). Such designation shall include the contact information (including phone numbers) of Supplier's Representative. PSTA will advise Supplier in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA's Project Manager"). Such writing from PSTA may 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 Status Reports. Supplier shall submit monthly written status reports to PSTA outlining the status of the Services to date throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Supplier upon expiration or termination of this Agreement, however terminated, and any Renewal Terms(s).

5.05 Reviews. Until the completion of the Services and the final payment therefore by PSTA, Supplier shall allow representatives of PSTA to visit the offices and other places of Supplier's work periodically without prior notice to monitor Supplier's work completed or progress on the Services.

5.06 Supplier Responsibility and Product Brand Specifications. Supplier shall provide services of first quality, and all work and workmanship associated with the Services must be in accordance with customary standards of the various trades and industries involved in the Services. Supplier shall not substitute any products or brands specified herein. The Services and all work associated therewith shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the Services. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the Services.

5.07 Transport and Delivery; Risk of Loss. Supplier shall be responsible for all transportation of equipment to and from PSTA.

5.08 Compliance with Laws. Supplier 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 Services 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 Supplier's Representative and shall have no authority to direct, oversee, or instruct Supplier's employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Supplier of its obligations to comply with all laws fully and completely. Upon request, Supplier shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

6. COMPENSATION.

In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier pursuant to the unit prices set forth in Exhibit C. Payment shall be made only for services which are actually rendered to PSTA. Supplier shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the services were performed. 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 the date PSTA's 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 forty-five (45) days from the accepted date. All 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 shall be due and payable on the terms set forth herein.

6.04 Subcontractor Payments. In accordance with 49 CFR Part 26.29, Supplier 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 Supplier receives from PSTA. Supplier shall further return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Supplier 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 Supplier 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 Supplier 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.

7.0 MODIFICATION OF CONTRACT DOCUMENTS.

The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.

7.01 Changes to the Services. PSTA may at any time, by written order, make changes within the scope of the work to be performed by Supplier under the Contract Documents. However, no such written order shall serve to increase the unit prices bid, the Contract Total, or give Supplier any claim for monies that would be in addition to unit prices bid or 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, Supplier shall notify PSTA within thirty (30)



days in writing. In the case of an increase to the unit prices or 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 unit prices and/or 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 Supplier 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 Supplier from proceeding with the Agreement as changed except for those changes which would increase the unit prices bid or the Contract Total.

7.03 No Increase in Costs. No services for which an additional cost or fee will be charged by Supplier shall be furnished without the prior express written authorization of PSTA. Any increase in costs which would serve to increase the Contract Total must be approved by PSTA's Board of Directors before such costs are incurred.

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

8.0 WARRANTIES AND COVENANTS.

8.01 Patent, Trademark, Copyright, and Trade Secret. Supplier warrants that the Services, 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 Supplier 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 Supplier for any such claim brought against Supplier.

8.02 Covenants against Gratuities. Supplier 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 Supplier's performance under this Agreement.

9. ASSIGNABILITY AND SUBCONTRACTING.

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

9.01 Written Approval Required. The rights and obligations of Supplier may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Supplier 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 Supplier's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Supplier 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 assignee or subcontractors, Supplier shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor 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. Supplier shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Supplier throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Supplier, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

9.05 Provision for other Governmental Entities. Unless otherwise stated in Supplier's Response, Supplier agrees to make the unit prices in Supplier's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

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

10.02 Force Majeure. Supplier shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Supplier'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 Supplier and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.

10.03 Unavoidable Delay. If delivery of the Services, 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 Supplier's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Supplier, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Supplier to miss delivery dates and could not adequately have been guarded against.

10.04 No Damages for Delay. Supplier 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 Services or substantial increases in the costs of performing the work under the Contract Documents.

10.05 Notification. Supplier will notify PSTA as soon as Supplier has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Supplier will confirm such notice in writing, furnishing as much detail as is available and including any request for



extension of time. Supplier 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 Supplier and will determine if Supplier is entitled to an extension and the duration of such extension. PSTA will notify Supplier of its decision in writing. It is expressly understood and agreed that Supplier 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 Supplier 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 Supplier. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Supplier shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Supplier has any property belonging to PSTA in its possession, Supplier 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 Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Supplier fails to perform in the manner called for in the Contract Documents; or (3) Supplier does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Supplier 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 Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier 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 Supplier 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, Supplier may not terminate this Agreement.

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

11.04 Force Majeure. If it is later determined by PSTA that Supplier's failure to perform was a result of a Force Majeure, PSTA may allow Supplier 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 Supplier under this Agreement, PSTA shall notify Supplier 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 Supplier 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 Supplier 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, Supplier mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Supplier 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 final and binding upon Supplier and Supplier shall abide by the decision.

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

12.03 Claims for Damages. Should Supplier suffer injury or damage to person or property because of any act or omission of PSTA 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 PSTA within ten (10) days after the first observance of such injury or damage, or shall be forever barred.

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 Supplier 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 Supplier all its reasonable attorneys' fees and costs 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 Supplier. 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.

The parties recognize that Supplier is an independent supplier. Supplier 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 Supplier against PSTA, and Supplier hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Supplier'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.

13.01 Control of Defense. Subject to the limitations set forth in this provision, Supplier 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 Supplier's expense. Supplier shall have the right, at its option, to participate in the defense of any third party claim, without relieving Supplier of any of its obligations hereunder. If Supplier assumes control of the defense of any third party claim in accordance with this paragraph, Supplier shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Supplier 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) Supplier 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. Supplier must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA.

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

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A+" as assigned by AM Best. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Supplier has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. Supplier may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Supplier's Excess Insurance Program. If Supplier participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if



PSTA finds the financial statements to be acceptable. Supplier shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

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

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

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

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

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

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



Waivers.

All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA, from Supplier and Supplier will ensure the compliance with any subcontractors.

I. Project Specific Insurance Requirements - The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

A. Commercial General Liability Insurance: including, but limited to, Independent Contractors, Contractor Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 "(Additional Insured-Owners, Lessees, or Contractors).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) (iii) Blanket Contractual Liability
- (iv) (iv) Personal Injury Liability
- (v) (v) Expanded Definition of Property Damage
- (vi) \$1,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

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

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

This policy should not be subject to any aggregate limit.

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

The Employers' Liability Insurance with limits no less than:

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



- \$500,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

Professional Liability - Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Provider shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of the professional services or any error or omission of the Provider arising out of the work governed by this contract.

If the policy has a Claims-Made Provision, an Extended Reporting Period of two years is requested. The minimum of Liability Limits shall be \$500,000.

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. Supplier 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. There are no representations or warranties unless set forth in the Contract Documents.

16.03 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Supplier on behalf of PSTA, Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier:

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.

SUPPLIER:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Sangita Land, COO



**EXHIBIT C
 BEST and FINAL OFFER**

- A. Cost per training class: Maximum 20 students and all-inclusive of training materials, travel and expenses. Prices should be based on one full day session between the hours of 8:00 am and 4:30 pm. All training classes will be held at PSTA’s facilities.

TRAINING CLASS	Base Term Years 1 - 3	Option Renewal Year 4	Option Renewal Year 5
System Security Awareness for Transportation Employees	\$4900	\$4900	\$4500
Terrorist Awareness Recognition and Reaction (TARR)	\$4900	\$4900	\$4500
Incident Management for Transit Employees and Passenger Management	\$4900	\$4900	\$4500
National Incident Management System (NIMS)	\$4900	\$4900	\$4500
Effectively Managing Transit Emergencies	\$4900	\$4900	\$4500
Connecting Communities Emergency Response and Preparedness Forum	\$4900	\$4900	\$4500
Strategic Counterterrorism for Transit Managers	\$4900	\$4900	\$4500
Threat Management and Emergency Response to Bus Hijackings	\$4900	\$4900	\$4500
Land Transportation Anti-Terrorism Training Program (FLETC)	\$4900	\$4900	\$4500
CPR/AED Certification with a preference for the American Heart Association CPR – Industry standard	\$4900	\$4900	\$4500
Transit System Security Design Review	\$4900	\$4900	\$4500

- B. Provide Fee Schedule: Hourly rates shall be fully loaded. The following categories shall be included

Job Description	Hourly Loaded Labor Rate
Project Principal	\$185.00
Project Manager	\$185.00
Senior Project Specialist	\$175.00
Junior Project Specialist	\$165.00
Technician	\$65.00
Clerical	\$45.00

Hourly Rate: 1 – 100 hours: as stated above:
 Over 100 hours: 5% discount
 Over 200 hours: 8% discount

- C. Project Based Work
 Provide a description and a fee to perform the below project type work:



Project Description	Estimated Project Fee
Develop Policy for Safety and Security	\$9,000 - \$14,900
Perform Health and Safety Assessments	\$8,000 - \$12,500
Perform Threat and Vulnerability Assessments	\$5,000 - \$32,500
Perform internal security audits	\$5,000 - \$8,900
Drill Exercise	\$24,000 - \$ 72,000

D. Other Expenses:

PSTA will allow expenses incurred by the Consultant and Sub-Consultants in direct connection with each task as follows:

1. Direct expenses of transportation (except daily commutation) and long distance communications.
2. Direct expenses of reproduction, postage and handling of documents.
3. Direct expenses associated with the renting of equipment.
4. Reimbursement **will not** be made for daily commutation, or any subsistence of housing costs, if incurred.

The prices shall include any freight, handling, delivery, surcharges or other incidental charges. Prices shall be F.O.B. Destination.

All Expenses must be pre-approved by PSTA prior to incurrence of the charges.



AGREEMENT TO FURNISH SAFETY, SECURITY, TRAINING, CONSULTANT AND RELATED SERVICES

THIS AGREEMENT is made on April 27, 2016, 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, K & J Safety and Security Consulting Services, Inc., (“Supplier”), a Florida Corporation with its principal place of business located at 3257 Elcano Lane, Cantonment, Florida 32533 (collectively, the “Parties”).

WHEREAS, PSTA issued a Request for Proposal No. 16-004P for Safety, Security, Training, Consultant and Related Services on January 20, 2016 (the “RFP”); and

WHEREAS, Supplier submitted a Proposal to the RFP on or before February 29, 2016 (“Supplier’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the RFP to Supplier at its Board of Directors Meeting on April 27, 2016 and;

WHEREAS, the Parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, the Parties in consideration of the mutual covenants and conditions set forth herein contained, the receipt and adequacy of which is hereby acknowledged, 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**) and Best and Final Offer and Supplier’s Response (attached hereto as **Exhibit C**). 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	RFP
Exhibit B	Federal Transit Administration Contract Clauses
Exhibit C	Best and Final Offer and Consultant’s Response
3. **SCOPE OF SERVICES.** Supplier, at the direction of PSTA, shall provide Safety, Security, Training, Consultant and Related Services to PSTA in accordance with the specifications and scope of work set forth in the RFP (the “Services”). Supplier acknowledges that it has read the specifications for the Services 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, and may be renewed upon mutual written agreement of the Parties for up to two (2) additional one (1) year terms (each a “Renewal Term”).
5. **TERMS OF PERFORMANCE.**
 - 5.01 *Time for Completion.* Supplier shall commence work under this Agreement immediately upon receipt of a written purchase order from PSTA for Supplier to provide transit security consultant services.



5.02 Representatives. Prior to the start of any work under this Agreement, Supplier shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing ("Supplier's Representative"). Such designation shall include the contact information (including phone numbers) of Supplier's Representative. PSTA will advise Supplier in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA's Project Manager"). Such writing from PSTA may 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 Status Reports. Supplier shall submit monthly written status reports to PSTA outlining the status of the Services to date throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Supplier upon expiration or termination of this Agreement, however terminated, and any Renewal Terms(s).

5.05 Reviews. Until the completion of the Services and the final payment therefore by PSTA, Supplier shall allow representatives of PSTA to visit the offices and other places of Supplier's work periodically without prior notice to monitor Supplier's work completed or progress on the Services.

5.06 Supplier Responsibility and Product Brand Specifications. Supplier shall provide services of first quality, and all work and workmanship associated with the Services must be in accordance with customary standards of the various trades and industries involved in the Services. Supplier shall not substitute any products or brands specified herein. The Services and all work associated therewith shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the Services. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the Services.

5.07 Transport and Delivery; Risk of Loss. Supplier shall be responsible for all transportation of equipment to and from PSTA.

5.08 Compliance with Laws. Supplier 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 Services 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 Supplier's Representative and shall have no authority to direct, oversee, or instruct Supplier's employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Supplier of its obligations to comply with all laws fully and completely. Upon request, Supplier shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

6. COMPENSATION.

In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier pursuant to the unit prices set forth in Exhibit C. Payment shall be made only for services which are actually rendered to PSTA. Supplier shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the services were performed. 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 : Accounts payable@psta.net

6.02 Payment Due Date. Payment due date is calculated from the date PSTA's 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 forty-five (45) days from the accepted date. All 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 shall be due and payable on the terms set forth herein.

6.04 Subcontractor Payments. In accordance with 49 CFR Part 26.29, Supplier 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 Supplier receives from PSTA. Supplier shall further return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Supplier 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 Supplier 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 Supplier 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.

7.0 MODIFICATION OF CONTRACT DOCUMENTS.

The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.

7.01 Changes to the Services. PSTA may at any time, by written order, make changes within the scope of the work to be performed by Supplier under the Contract Documents. However, no such written order shall serve to increase the unit prices bid, the Contract Total, or give Supplier any claim for monies that would be in addition to unit prices bid or 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, Supplier shall notify PSTA within thirty (30)



days in writing. In the case of an increase to the unit prices or 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 unit prices and/or 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 Supplier 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 Supplier from proceeding with the Agreement as changed except for those changes which would increase the unit prices bid or the Contract Total.

7.03 No Increase in Costs. No services for which an additional cost or fee will be charged by Supplier shall be furnished without the prior express written authorization of PSTA. Any increase in costs which would serve to increase the Contract Total must be approved by PSTA's Board of Directors before such costs are incurred.

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

8.0 WARRANTIES AND COVENANTS.

8.01 Patent, Trademark, Copyright, and Trade Secret. Supplier warrants that the Services, 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 Supplier 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 Supplier for any such claim brought against Supplier.

8.02 Covenants against Gratuities. Supplier 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 Supplier's performance under this Agreement.

9. ASSIGNABILITY AND SUBCONTRACTING.

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

9.01 Written Approval Required. The rights and obligations of Supplier may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Supplier 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 Supplier's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Supplier 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 assignee or subcontractors, Supplier shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor 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. Supplier shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Supplier throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Supplier, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

9.05 Provision for other Governmental Entities. Unless otherwise stated in Supplier's Response, Supplier agrees to make the unit prices in Supplier's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

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

10.02 Force Majeure. Supplier shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Supplier'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 Supplier and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.

10.03 Unavoidable Delay. If delivery of the Services, 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 Supplier's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Supplier, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Supplier to miss delivery dates and could not adequately have been guarded against.

10.04 No Damages for Delay. Supplier 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 Services or substantial increases in the costs of performing the work under the Contract Documents.

10.05 Notification. Supplier will notify PSTA as soon as Supplier has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Supplier will confirm such notice in writing, furnishing as much detail as is available and including any request for



extension of time. Supplier 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 Supplier and will determine if Supplier is entitled to an extension and the duration of such extension. PSTA will notify Supplier of its decision in writing. It is expressly understood and agreed that Supplier 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 Supplier 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 Supplier. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Supplier shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Supplier has any property belonging to PSTA in its possession, Supplier 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 Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Supplier fails to perform in the manner called for in the Contract Documents; or (3) Supplier does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Supplier 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 Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier 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 Supplier 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, Supplier may not terminate this Agreement.

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

11.04 Force Majeure. If it is later determined by PSTA that Supplier's failure to perform was a result of a Force Majeure, PSTA may allow Supplier 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 Supplier under this Agreement, PSTA shall notify Supplier 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 Supplier 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 Supplier 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, Supplier mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Supplier 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 final and binding upon Supplier and Supplier shall abide by the decision.

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

12.03 Claims for Damages. Should Supplier suffer injury or damage to person or property because of any act or omission of PSTA 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 PSTA within ten (10) days after the first observance of such injury or damage, or shall be forever barred.

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 Supplier 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 Supplier all its reasonable attorneys' fees and costs 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 Supplier. 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.

The parties recognize that Supplier is an independent supplier. Supplier 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 Supplier against PSTA, and Supplier hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Supplier'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.

13.01 Control of Defense. Subject to the limitations set forth in this provision, Supplier 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 Supplier's expense. Supplier shall have the right, at its option, to participate in the defense of any third party claim, without relieving Supplier of any of its obligations hereunder. If Supplier assumes control of the defense of any third party claim in accordance with this paragraph, Supplier shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Supplier 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) Supplier 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. Supplier must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA.

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

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A+" as assigned by AM Best. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Supplier has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. Supplier may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Supplier's Excess Insurance Program. If Supplier participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if



PSTA finds the financial statements to be acceptable. Supplier shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

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

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

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

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

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

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



Waivers.

All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA, from Supplier and Supplier will ensure the compliance with any subcontractors.

I. Project Specific Insurance Requirements - The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

A. Commercial General Liability Insurance: including, but limited to, Independent Contractors, Contractor Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 "(Additional Insured-Owners, Lessees, or Contractors).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) (iii) Blanket Contractual Liability
- (iv) (iv) Personal Injury Liability
- (v) (v) Expanded Definition of Property Damage
- (vi) \$1,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

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

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

This policy should not be subject to any aggregate limit.

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

The Employers' Liability Insurance with limits no less than:

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



- \$500,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

Professional Liability - Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Provider shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of the professional services or any error or omission of the Provider arising out of the work governed by this contract.

If the policy has a Claims-Made Provision, an Extended Reporting Period of two years is requested. The minimum of Liability Limits shall be \$500,000.

- 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. Supplier 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. There are no representations or warranties unless set forth in the Contract Documents.

16.03 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Supplier on behalf of PSTA, Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier:

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.

SUPPLIER:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Sangita Land, COO



**EXHIBIT C
 BEST and FINAL OFFER**

- A. Cost per training class: Maximum 20 students and all-inclusive of training materials, travel and expenses. Prices should be based on one full day session between the hours of 8:00 am and 4:30 pm. All training classes will be held at PSTA’s facilities.

TRAINING CLASS	Base Term Years 1 - 3	Option Renewal Year 4	Option Renewal Year 5
System Security Awareness for Transportation Employees – 4 hour class	\$2,500	\$2,500	\$2,500
Terrorist Awareness Recognition and Reaction (TARR) – 4 hour class	\$2,500	\$2,500	\$2,500
Incident Management for Transit Employees and Passenger Management – 1 day class	\$5,000	\$5,000	\$5,000
National Incident Management System (NIMS) - 6 hour class	\$5,000	\$5,000	\$5,000
Effectively Managing Transit Emergencies – 3 day class	\$7,500	\$7,500	\$7,500
Connecting Communities Emergency Response and Preparedness Forum – 2 day class	\$6,000	\$6,000	\$6,000
Strategic Counterterrorism for Transit Managers – 2 day class	\$5,000	\$5,000	\$5,000
Threat Management and Emergency Response to Bus Hijackings – 1 day class	\$2,500	\$2,500	\$2,500
Land Transportation Anti-Terrorism Training Program (FLETC) – 3 day class	\$9,000	\$9,000	\$9,000
CPR/AED Certification with a preference for the American Heart Association CPR – Industry standard – 4 hour class	\$5,000	\$5,000	\$5,000
Transit System Security Design Review – 3 day class	\$5,000	\$5,000	\$5,000

- B. Provide Fee Schedule: Hourly rates shall be fully loaded. The following categories shall be included

Job Description	Hourly Loaded Labor Rate
Project Principal	\$125.00
Project Manager	\$115.00
Senior Project Specialist	\$100.00
Junior Project Specialist	\$90.00
Schedule Coordinator	NA
Technician	\$75.00
Clerical	\$50.00

- Any other classification of employee which can be anticipated to be required for this work.

- C. Project Based Work
 Provide a description and a fee to perform the below project type work:



Project Description	Estimated Project Fee
Develop Policy for Safety and Security	\$5,000 - \$10,000
Perform Health and Safety Assessments	\$5,000 - \$15,000
Perform Threat and Vulnerability Assessments	\$15,000 - \$25,000
Perform internal security audits	\$10,000 - \$15,000
Drill Exercise	\$25,000 - \$50,000

D. Other Expenses:

PSTA will allow expenses incurred by the Consultant and Sub-Consultants in direct connection with each task as follows:

1. Direct expenses of transportation (except daily commutation) and long distance communications.
2. Direct expenses of reproduction, postage and handling of documents.
3. Direct expenses associated with the renting of equipment.
4. Reimbursement **will not** be made for daily commutation, or any subsistence of housing costs, if incurred.

The prices shall include any freight, handling, delivery, surcharges or other incidental charges. Prices shall be F.O.B. Destination.

All expenses must be pre-approved by PSTA prior to the incurrence of the charges.

CONTRACT

AGREEMENT TO FURNISH Ulmerton Park-n-Ride Improvements

THIS AGREEMENT is made on May 25, 2016, 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, Jam 5:20 Inc., (“The Bidder”), a Florida Corporation with its principal place of business located at 11415 Walsingham Road, Largo, FL 33778 (collectively, the “Parties”).

WHEREAS, PSTA issued an Invitation for Bid No. 16-032B for Ulmerton Park-n-Ride Improvements on April 6, 2016 (the “IFB”); and

WHEREAS, The Bidder submitted a Bid Response to the IFB on or before May 5, 2016 (“The Bidder’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the IFB to The Bidder at its Board of Directors Meeting on May 25, 2016; and

WHEREAS, the Parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, the Parties in consideration of the mutual covenants and conditions set forth herein contained, the receipt and adequacy of which is hereby acknowledged, 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 IFB 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**), Florida Department of Transportation (FDOT) – Aid Construction Contracts (attached hereto as **Exhibit C**), FDOT Wage Schedule for Bidders (attached hereto as **Exhibit D**), and The Bidder’s Response (attached hereto as **Exhibit E**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A	The IFB
Exhibit B	Federal Transit Administration Contract Clauses
Exhibit C	Florida Department of Transportation (FDOT) – Aid Construction Contracts
Exhibit D	FDOT Wage Schedule for Bidders
Exhibit E	The Bidder’s Price Proposal

3. *SCOPE OF SERVICES*. Bidder, at the direction of PSTA, shall perform the demolition, cleanup and paving of Ulmerton Park-n-Ride all in accordance with and as described more fully in the plans and specifications, tasks, and scope of work set forth in the in the IFB. Bidder acknowledges that it has read the specifications and understands them. The Parties further acknowledge that additional construction services may be required by PSTA and PSTA specifically reserves the right to make written requests for additional construction services from Bidder.

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 until the completion of the Project, unless terminated earlier pursuant to this Agreement.

5. *TERMS OF PERFORMANCE.*

5.01 Time for Completion. The Bidder shall commence work under this Agreement immediately upon receipt of a written purchase order from PSTA, and shall complete the project from May 26, 2016 to June 30, 2016.

5.02 Representatives. Prior to the start of any work under this Agreement, The Bidder shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing ("The Bidder's Representative"). Such designation shall include the contact information (including phone numbers) of The Bidder's Representative. PSTA will advise The Bidder in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA's Project Manager"). Such writing from PSTA may 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 and products described in the Contract Documents or for similar services and products if it deems, in its sole discretion, such action to be in PSTA's best interest.

5.04 Status Reports. The Bidder shall submit written status reports to PSTA, upon request by PSTA, outlining the status of the Services performed to date and expected delivery and installation.

5.05 Reviews. Until full and final completion of the Services, final acceptance and installation of all deliverables, and the final payment therefore by PSTA, The Bidder shall allow representatives of PSTA to visit the offices and other places of The Bidder's work periodically without prior notice to monitor The Bidder's work completed or progress.

5.06 The Bidder Responsibility and Product Brand Specifications. The Bidder shall provide services of first quality, and all work and workmanship associated with the Services must be in accordance with customary standards of the various trades and industries related to the Services. All energy storage systems provided by The Bidder under this Agreement shall be made of Allison parts or approved equal. The Bidder shall not substitute any parts, products, brands, or battery chemistry specified herein. The Services and all work associated therewith shall be high-quality in all respects. No advantage will be taken by The Bidder in the omission of any part or detail of the Services. The Bidder hereby assumes responsibility for all materials, equipment, and processes used in the Services.

5.07 Transport and Delivery; Risk of Loss; Core Units. The Bidder shall be responsible for all transportation of to and from PSTA, FOB Destination to a PSTA location. Risk of loss of all equipment, parts, systems, and modules related to the Services shall remain with The Bidder up to final delivery, installation, and acceptance by PSTA. PSTA reserves the right to retain all core units and nothing contained herein shall be construed as any right by The Bidder for an exchange of PSTA's core units or any payment to The Bidder for core units by PSTA.

5.08 Compliance with Laws. The Bidder 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 Services

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 Bidder's Representative and shall have no authority to direct, oversee, or instruct The Bidder's employees, Subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve The Bidder of its obligations to comply with all laws fully and completely. Upon request, The Bidder shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. The Bidder shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

6. *COMPENSATION.* . In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier pursuant to the prices set forth in Exhibit C. Payment shall be made only for work which is actually performed and approved by PSTA. Supplier shall submit pay applications to PSTA in accordance with the Statement of Work contained in Exhibit A, but no later than the fifteenth (15) day of the month immediately following the month in which the work or services were performed. PSTA will make payment within 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 Disputed Invoices. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

6.03 Final Payment. PSTA shall make final payment to Bidder within forty-five (45) days after the Project is fully and finally accepted by PSTA in accordance with the Contract Documents and receipt of: Bidder's application for final payment, a properly executed and notarized affidavit, waiver, and release of all claims from the Bidder and any Subcontractor in a form acceptable to PSTA in its sole discretion and which may be conditioned only upon receipt of final payment; a duly executed copy of the surety's consent to final payment; and such other documentation that may be requested or required by PSTA. The items required in the preceding sentence are conditions precedent to final payment. Final payment shall not be due and payable unless and until these items are received and accepted by PSTA. Bidder's acceptance of final payment shall constitute a full waiver of any and all claims by Bidder against PSTA arising out of this Agreement or otherwise relating to the Project, except those identified in writing by Bidder as unsettled in the final application for payment. Neither the acceptance of the Project, or any part thereof, nor any payment or final payment by PSTA shall be deemed to be a waiver of any of PSTA's rights or claims under the Contract Documents

6.04 Subcontractor Payments. In accordance with 49 CFR Part 26.29, The Bidder 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 The Bidder receives from PSTA. The Bidder shall further return retainage payments to each Subcontractor within thirty (30) days after the Subcontractor's work is satisfactorily completed. The Bidder 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 The Bidder 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 The Bidder 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 Services may only be modified by written agreement of the Parties.

7.01 *Written Change Orders within the Project.* Notwithstanding anything contained in the Contract Documents, PSTA's Project Manager may at any time, by written order, make changes within the scope of the work to be performed by Bidder under the Contract Documents. However, no such written order shall serve to increase the Contract Total, the Contract Time, or give Bidder any claim for any compensation in addition to the Contract Total. If any such change would cause an increase in the Contract Total or Contract Time whether or not requested by PSTA or initiated by Bidder, such change shall only be authorized if approved by PSTA's Board of Directors at a duly noticed public meeting. In the event any change would result in an increase in the Contract Total or Contract Time, Bidder shall notify PSTA within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Total and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by PSTA's Board of Directors at a duly noticed public meeting prior to performing any work contemplated by the change order. If Bidder proceeds with additional work prior to such approval, Bidder shall not receive any additional compensation for such work. Failure to agree to any adjustment shall be a dispute within the meaning of Section 12. Disputes, Breaches, Defaults, or other Litigation.

7.01 *Changes to the Services.* PSTA may at any time, by written order, make changes within the scope of the work to be performed by The Bidder under the Contract Documents. However, no such written order shall serve to increase the unit prices Bid, the Contract Total, or give The Bidder any claim for monies that would be in addition to unit prices Bid or 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, The Bidder shall notify PSTA within thirty (30) days in writing. In the case of an increase to the unit prices or 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 unit prices and/or 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 The Bidder 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 The Bidder from proceeding with the Agreement as changed except for those changes which would increase the unit prices Bid or the Contract Total.

7.03 No Increase in Costs. No services for which an additional cost or fee will be charged by The Bidder shall be furnished without the prior express written authorization of PSTA. Any increase in costs which would serve to increase the Contract Total must be approved by PSTA's Board of Directors before such costs are incurred.

7.04 Representative. PSTA's Project Manager, Director of Finance, or Chief Executive Officer are the only PSTA representatives authorized to make changes within this Agreement, and only if such change does not serve to increase the Contract Total or the scope of services. Any instructions, written or oral, given to Bidder by someone other than the PSTA designated representative that represent a change in the Services or any of its terms, will not be considered as an authorized change. Any action on the part of The Bidder 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. The Bidder warrants that the Services, 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 The Bidder 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 The Bidder for any such claim brought against The Bidder.

8.02 Covenants against Gratuities. The Bidder 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 The Bidder's performance under this Agreement.

8.03 Warranty. The Bidder hereby warrants and guaranties that all systems, modules, and parts delivered under this Agreement will be free from any and all defects and fit for the purpose(s) intended. During the Warranty Period, The Bidder shall fully correct and/or replace all parts and provide for all labor associated with such correction and replacement upon written notice from PSTA. The obligations contained in this provision shall survive termination of this Agreement, however terminated.

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

9.01 *Written Approval Required.* The rights and obligations of The Bidder may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. The Bidder 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 The Bidder's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, The Bidder 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 assignee or Subcontractors, The Bidder shall be directly and wholly responsible for the noncompliance of its assignee or Subcontractor 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.* The Bidder shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by The Bidder throughout the term of this Agreement; and (b) all persons, including Subcontractors, retained or hired by The Bidder, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

9.05 *Provision for other Governmental Entities.* Unless otherwise stated in The Bidder's Response, The Bidder agrees to make the unit prices in The Bidder's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

10. *DELAY IN PERFORMANCE/FORCE MAJEURE.*

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

10.02 *Force Majeure.* The Bidder shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to The Bidder'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 The Bidder and its Subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of The Bidder's obligations under the Contract Documents.

10.03 *Unavoidable Delay.* If delivery of the Services, 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 The Bidder's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of The Bidder, its Subcontractors, or its the

Bidders or their agents; was substantial; and, in fact, caused The Bidder to miss delivery dates and could not adequately have been guarded against.

10.04 No Damages for Delay. The Bidder 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 Services or substantial increases in the costs of performing the work under the Contract Documents.

10.05 Notification. The Bidder will notify PSTA as soon as The Bidder has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, The Bidder will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. The Bidder 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 The Bidder and will determine if The Bidder is entitled to an extension and the duration of such extension. PSTA will notify The Bidder of its decision in writing. It is expressly understood and agreed that The Bidder 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 The Bidder 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 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 The Bidder. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, The Bidder shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If The Bidder has any property belonging to PSTA in its possession, The Bidder 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 The Bidder, if: (1) The Bidder fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) The Bidder fails to perform in the manner called for in the Contract Documents; or (3) The Bidder does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow The Bidder 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 The Bidder shall state the time period in which cure is permitted and other appropriate conditions, if applicable. The Bidder 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 The Bidder 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, The Bidder may not terminate this Agreement.

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

11.04 Force Majeure. If it is later determined by PSTA that The Bidder's failure to perform was a result of a Force Majeure, PSTA may allow The Bidder 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 The Bidder under this Agreement, PSTA shall notify The Bidder 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 The Bidder 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 The Bidder 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, The Bidder mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, The Bidder 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 final and binding upon The Bidder and The Bidder shall abide by the decision.

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

12.03 Claims for Damages. Should The Bidder suffer injury or damage to person or property because of any act or omission of PSTA 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 PSTA within ten (10) days after the first observance of such injury or damage, or shall be forever barred.

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 The Bidder 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 The Bidder all its reasonable attorneys' fees and costs 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 The Bidder. 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 statutes, rule or guideline.

13. INDEMNIFICATION

13.01 Indemnification. The parties recognize that The Bidder is an independent the Bidder. The Bidder 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 The Bidder against PSTA, and The Bidder hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The Bidder'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, The Bidder 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 The Bidder's expense. The Bidder shall have the right, at its option, to participate in the defense of any third party claim, without relieving The Bidder of any of its obligations hereunder. If The Bidder assumes control of the defense of any third party claim in accordance with this paragraph, The Bidder shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, The Bidder 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) The Bidder 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*. The Bidder must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA.

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

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-"as assigned by AM Best. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If The Bidder has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. The Bidder may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on The Bidder's Excess Insurance Program. If The Bidder participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. The Bidder shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

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

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

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

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

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

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

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

Waivers - All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA, from The Bidder and The Bidder will ensure the compliance with any Subcontractors.

Commercial General Liability Insurance: including, but limited to, Independent Bidders, Bidder Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 "(Additional Insured-Owners, Lessees, or Bidders).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage

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

If split limits are provided, the minimum limits acceptable shall be:

- **\$500,000 per Person**
- **\$1,000,000 per Occurrence**
- **\$200,000 Property Damage**

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 Bidder, 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 \$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- **\$300,00 per Person**
- **\$500,000 per Occurrence**
- **\$200,000 Property Damage**

Workers' Compensation – Prior to beginning work, Bidder shall obtain Workers' Compensation Insurance with limits sufficient to meet Florida Statute 440. Bidder 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**

Builders Risk Insurance and Installation Floater Insurance providing coverage on an All Risk Loss form and Installation Floater Insurance providing coverage for their machinery, equipment and material, governed by the contract, while being transported, installed and tested on PSTA's property, which coverage shall include: fire, lightning, windstorm, hail, explosion, collapse, strikes, riots, vehicles, vandalism, malicious mischief, civil commotion, aircraft, flood, theft, and smoke. The policy limits shall be no less than the contract amount and coverage shall be provided on a completed value basis (Builders Risk Insurance) and include the amount of the machinery or equipment being installed (Installation Floater Insurance). Property is located on the construction premises, which is intended to become a permanent part of the building, shall be included as property covered. This policy shall be endorsed permitting PSTA to occupy the building prior to the completion without impacting coverage.

Environmental-Pollution Liability Insurance: Recognizing the work governed by this contract involves vulnerability to losses related to environmental exposures Bidder shall maintain Pollution Liability Insurance to respond to **bodily injury, property damage and** environmental damage caused by a pollution incident. The minimum limits of liability shall be: \$1,000,000 per Occurrence/\$1,000,000 Aggregate or \$1,000,000 Claims Made Coverage/\$1,000,000 Aggregate for the Project.

Professional Liability: Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of the professional services or any error or omission of the Contractor arising out of the work governed by the Contract
If the policy has a Claims-Made provision, an extended reporting period of (2) two years is required.

The minimum liability limits shall be \$1,000,000 / occurrence \$2,000,000 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. The Bidder 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, Bids and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

16.03 Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by The Bidder on behalf of PSTA, The Bidder 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 Bidder 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 The Bidder 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 The Bidder 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 The Bidder:

JAM 5:20 Inc.
Attn: Scott Weber
11415 Walsingham
Largo, FL 33778

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.

THE BIDDER:

PSTA:

By: _____

By: _____

Duly Authorized Designee

Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____

Sangita Land, CCO

Exhibit E
Pricing

Jam 5:20 Construction

FDOT Pay Item	Description	Unit	Qty	Each	Total
101-1	Mobilization	LS	1	1305	\$ 1,305.00
102-1	Maintenance of Traffic	LS	1	1555	\$ 1,555.00
104	Erosion Control	LS	1	9850	\$ 9,850.00
110-1	Clear and Grub	LS	1	25300	\$ 25,300.00
160-4	Type B Stabilization 12"	SY	345	16.45	\$ 5,675.25
285-704	Optional Base, Base Group 4	SY	160	14.95	\$ 2,392.00
327-70-1	Milling Existing Asphalt Pavt, 1" Avg Depth	SY	1635	3.57	\$ 5,836.95
300-1	Seal Coat For Existing Asphalt Pavement	SY	1444	4.15	\$ 5,992.60
334-1-12	Superpave Asphaltic Conc, Traffic B	TN	109	261.47	\$ 28,500.23
425-1910	Inlet, Closed Flume	EA	1	3288	\$ 3,288.00
515-2	Pedestrian Railing 42" Index 851	LF	24	95.13	\$ 2,283.12
520-1-10	Concrete Curb & Gutter, Type F	LF	417	34.89	\$ 14,549.13
520-5-1	Concrete Curb Wheel Stop 6'	EA	8	107.25	\$ 858.00
522-1	Concrete Sidewalk and Driveways, 4"	SY	374	52	\$ 19,448.00
522-2	Concrete Sidewalk and Driveways, 6" (as directed)	SY	24	125.42	\$ 3,010.08
527-2	Detectable Warnings	SF	24	40.33	\$ 967.92
570-1-2	Performance Turf, Sod	SY	600	12.23	\$ 7,338.00
580-1-2	Landscape Complete - Large Plants (12 - 10' SP)	LS	1	4635	\$ 4,635.00
700-1-11	Single Post Sign, F&I GM, <12SF	AS	4	238.75	\$ 955.00
710-11122	Painted Pavt Mark, Std, White, Solid, 6"	LF	1272	1.02	\$ 1,297.44
710-11123	Painted Pavt Mark, Std, White, Solid, 12"	LF	60	3	\$ 180.00
710-11160	Painted Pavt Mark, Std White, Message	EA	8	37.5	\$ 300.00
710-11170	Painted Pavt Mark, Std White, Arrows	EA	26	15.85	\$ 412.10
710-11421	Painted Pavt Mark, Blue, Solid, 6"	LF	160	12.84	\$ 2,054.40
					\$ 147,983.22

TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT

This CONTRACT is made and entered into this ___ day of June, 2016 by and between Pinellas Suncoast Transit Authority (the “PSTA”) acting as the Community Transportation Coordinator (CTC) and **AGENCY NAME** (“the Agency”).

WITNESSETH:

WHEREAS, the PSTA has been designated as the Community Transportation Coordinator (the “CTC”) as defined in Chapter 427, F.S. Florida Statutes (F.S.), and Rule 41-2, Florida Administrative Code (F.A.C.) by the Commission for the Transportation Disadvantaged (the Commission);

WHEREAS, the PSTA, acting as the CTC, is required, under Chapter 41-2, F.A.C., to enter into a Coordination Contract with those organizations or agencies who receive transportation disadvantaged funds and who can perform and deliver transportation disadvantaged services more effectively and efficiently on their own; and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with Chapter 427, F.S., is required to coordinate its delivery of transportation disadvantaged services with the CTC in a manner which is both effective and efficient.

NOW, THEREFORE, in consideration of the premises herein and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PSTA and the Agency agree as follows:

1. **Recitals:**
 - 1.01 The recitals set forth above are true and correct and incorporated herein as if set forth in full.
 - 1.02 The CTC and the Agency wish to establish this Contract to evidence their respective compliance with Chapter 427, F.S. the Transportation Disadvantaged Service Plan (TDSP) for Pinellas County (as amended), and other applicable state or federal laws.
2. **Agency’s Obligations:**
 - 2.01 The Agency enters into Contract with the understanding that it is the duty of the CTC to ensure that Pinellas County’s transportation disadvantaged persons are provided transportation services that are safe, efficient, cost-effective, and are not duplicative or fragmented. This responsibility entails reporting requirements, financial and service monitoring, and safety monitoring.
 - 2.02 The Agency shall provide certain transportation services, the scope of which is described in the approved Scope of Services in Section 7.
3. **CTC’s Rights and Obligations:**
 - 3.01 The CTC shall have no responsibility under this Contract to provide or broker Transportation Services to or for the Agency’s clients.

- 3.02 The CTC shall be entitled to include the Agency's sponsored trip data in the Annual Operating Report to the Commission. The number of trips included in this report is used to determine the amount of grants awarded yearly to the CTC.
- 3.03 The CTC may review the provision of services by Agency and any subcontractor engaged by Agency under this Contract and recommend changes to practices of the Agency and/or subcontractor under this Contract.
- 3.04 The CTC shall have the right, on its own behalf or on behalf of the Agency, to review the personnel files of any employee having contact with customers or clients of the Transportation Services under this Contract.
- 3.05 The CTC may recommend that the Agency remove certain vehicle(s) from service which the CTC or the Agency regards as unsuitable for Transportation Services pursuant to Paragraph 9 of this Contract.
- 3.06 Failure of Agency to comply with the CTC's written recommendations may result in disallowance or cessation of funding for the Transportation Services pursuant to Paragraph 5 of this Contract.
- 3.07 The CTC shall have the right to inspect without cost to the CTC and audit the Agency's books and records, and those of its subcontractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract.

4. **Contract Term, Renewals:**

- 4.01 The term of this Contract shall commence on July 1, 2016 and terminate on June 30, 2017, unless terminated sooner.

5. **Contract Termination:**

- 5.01 The Contract may be terminated under the following situations:
 - 5.01.01 **Termination for Convenience**
 - 5.01.01.01 Either party may terminate this Contract without cause upon thirty (30) calendar days' written notice to the non-terminating party.
 - 5.01.02 **Termination with Cause**
 - 5.01.02.01 The CTC shall have the right to terminate this Contract with cause immediately upon written notice to Agency should it be determined by the CTC that the Agency has failed to fulfill any of the provisions or requirements of this Contract.

6. **Liabilities Against the Authority:**

- 6.01 The parties recognize that the Agency is an independent contractor. The Agency agrees to assume liability for and indemnify, hold harmless, and defend the CTC, 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 Contract, whether or not due to or caused

by the negligence of the CTC, its board members, officers, employees, agents, and/or attorneys excluding only the sole active negligence of the CTC, its officers, employees, agents, and attorneys. The Agency's liability hereunder shall include all attorneys' fees and costs incurred by the CTC in the enforcement of this indemnification provision. This includes claims made by the employees of the Agency against the CTC, and thereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. 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 the CTC is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations contained in this Section 6 shall survive termination of this Contract, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- 6.02 Subject to the limitations set forth in this Section, the Agency shall assume control of the defense of any claim asserted by a third party against the CTC arising from or in any way related to this Agreement and, in connection with such defenses, defend under Section 6.01 herein. In each matter Agency shall appoint lead counsel, in each case at the Agency's expense. The CTC shall have the right, at its option, to participate in the defense of any third party claim, without relieving the Agency of any of its obligations hereunder. If the Agency assumes control of the defense of any third party claim in accordance with this paragraph, the Agency shall obtain the prior written consent of the CTC before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Agency shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CTC and all expenses including experts' fees, if, in CTC's reasonable judgement, (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the CTC, be detrimental in any material respect of the CTC's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CTC; or (iii) the Agency 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.

7. **Scope of Services**

- 7.01 At a minimum, the Agency shall provide Transportation Services to eligible transportation disadvantaged recipients from 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays.
- 7.02 Vehicles to be used and the type of recipient for such vehicles shall be as follows:
- 7.02.01 Ambulatory recipients shall be transported in regular or multi-purpose van, station wagon, sedan or bus.
- 7.02.02 Non-ambulatory recipients shall be transported in a wheelchair van or wheelchair accessible bus.

- 7.03 The Agency shall provide to the CTC all information related to its fare structure and conditions, including specific details with regard to any special rates.
8. **Manner of Services To be Provided**
- 8.01 The Agency shall require drivers to open and close the vehicle doors when the client enters and exits the Agency's vehicles.
- 8.02 The Agency shall require drivers to see that all clients are safely seated with the seat belt fastened around the client, prior to moving the vehicle.
9. **Safety Requirements**
- 9.01 The Agency shall hold applicable state and local licenses and permits that are required by the governmental jurisdictions for the type of transportation being provided. The Agency shall only use properly licensed vehicles operated by the properly licensed drivers to transport its clients or recipients.
- 9.02 Drivers shall have the required licensure as determined by Florida motor vehicle laws.
- 9.03 The Agency shall establish and implement a drug testing program for its employees and applicants for employment who serve or will serve in safety sensitive positions.
- 9.04 Each vehicle shall be equipped with a first aid kit and an operable fire extinguisher and shall display the CTD helpline and local telephone numbers inside the vehicle in an accessible format.
10. **Reporting Requirements**
- 10.01 The Agency shall maintain a system for handling and resolving complaints regarding Transportation Services.
- 10.01.01 A complaint form shall be created and adopted for use by the Agency.
- 10.01.01 The complaint form shall include sections which, when filled in, describe the nature of the complaint, identify the driver, identify the vehicle involved, describe the action(s) taken to resolve the complaint, and identify and include the signature of the individual who investigated the incident.
- 10.01.03 Complaint forms shall be completed for all complaints.
- 10.02 The Agency shall maintain a system for reporting accidents and injuries which involve the Agency's clients.
- 10.02.01 An accident and injury form shall be created and adopted for use by the Agency.
- 10.02.02 The accident and injury form shall include sections which, when filled in, describe the nature of the accident, identify the driver and the vehicle involved, identify all other persons involved, state the date and time of the incident, state the law enforcement agency case number assigned to the incident, and identify and include the signature of the individual who investigated the accident.
- 10.02.03 The accident and injury form for all incidents in which a person is injured shall be filled out.

- 10.03 The Agency shall provide the CTC with a monthly report, by the 25th day of each month, for the previous operating month. The monthly report shall include information consistent with the reporting requirements of the Commission's Annual Operating Report (see Exhibit A), and shall be in a format acceptable to the CTC. The monthly reports will be utilized to ensure compliance with the requirements of this Contract and to provide information to the Commission as part of the CTC's Annual Operating Report.
- 10.04 The Agency shall submit on an annual basis a vehicle inventory that includes vehicle mileage as of the reporting date, make, model and year of vehicle, the vehicle identification number, and the expected replacement year for each vehicle placed in service by the Agency.
- 10.05 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 B+ 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, or
 - A Certified copy of the actual insurance policy.
- 10.05.01 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 that they are not subject to cancel, non-renewal, material change, or reduced in coverage unless at least thirty 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. On the Certificate of Insurance, Additionally Insured shall be selected to cover PSTA as the CTC, its employees and officers, and for the CTD.

- 10.05.02 Commercial General Liability with, at minimum: Premises Operations
- Products and Completed Operations
 - Blanket Contractual Liability
 - Personal Injury Liability
 - Expanded Definition of Property Damage
- 10.05.03 The minimum limits shall be \$500,000 Combined Single Limit (CSL). If split limits are provided, minimum limits acceptable shall be:
- \$500,000 per Person
 - \$500,000 per Occurrence
 - \$500,000 Property Damage
- 10.05.04 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.
- 10.05.05 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 \$500,000 Combined Single Limit (CSL).
- 10.05.06 Contractor shall maintain Insurance throughout the life of the contract with limits no less than:
- \$100,000 Bodily Injury by Accident
 - \$500,000 Bodily Injury by Disease, policy limits
 - \$100,000 Bodily Injury by Disease, each employee
- 10.06 The above required insurance will be primary to any other insurance coverage that may be applicable or requested by the CTC. Nothing contained herein shall be construed to waive any immunity from or limitation of liability the CTC may be entitled to under the doctrine of sovereign immunity or Section 768.28, F.S. If the Contractor cannot comply with the insurance requirements contained in section 5.0.8 above, the Contractor must complete the Request for Waiver of Insurance Requirements found in Appendix A.
- 10.07 Agency shall retain all records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of five (5) years after termination of this Contract. Persons duly authorized by the CTC shall have full access to and the right to examine any of the records and documents that are required to be retained by this Contract during the retention period.
- 10.08 The Agency shall establish and follow monitoring and audit requirements for all Transportation Services. The CTC shall have the right to review the Agency's procedures and implementation at any time upon giving the Agency reasonable notice of its intent to review.

10.09 Audit Reports: At the request of the CTC, the Agency shall provide for each of its fiscal years for which the Project Account remains open, an audit report prepared either by its official auditor or audit agency or an independent certified public accountant, reflecting the use of funds of the CTC, the Agency, and those from any other source with respect to the Project. In the event that the Agency expends a total of \$500,000 or more in combined state awards in its fiscal year, the Agency must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S., Rule Sections 10.550, 10.650, F.A.C., and the applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, the name of the awarding state agency. If the Agency expends less than \$500,000 in state financial assistance in its fiscal year, an audit is not required and if the Agency elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from non-state funds. The Agency agrees to allow the CTD, the Department of Transportation, the State Comptroller and the Auditor General access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97, F.S. The Agency shall provide annual financial reporting package of audits prepared in accordance with Section 215.97, F.S., and applicable Rules of the Auditor General to access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97 F.S. Audits shall be performed in accordance with generally accepted government auditing standards for financial and compliance audits and OMB Circular A-133.

11. **Restrictions, Prohibitions, Controls, and Labor Provisions**

11.01 The Agency shall comply with the provisions of Chapter 427, F.S., Rule Chapter 41-2, F.A.C.

11.02 Certification of Restrictions on Lobbying: The Agency agrees that no Federal appropriated funds have been paid or will be paid by or on the behalf of the Agency, to any person for influencing or attempting to influence any officer or any employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the undersigned will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- 11.03 Public Entity Crimes: No Agency shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of thirty-six months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, F.S.

The Agency may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Agency. If the Agency was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Agency may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

- 11.04 Independent Agency Status: It is hereby mutually agreed that the Agency is and shall remain an independent contractor and is not an employee or agent of the CTC. Failure to comply with the above provision shall be considered a material breach and shall be grounds for immediate termination of this Contract.

- 11.05 CIVIL RIGHTS - The following requirements apply to this Contract:

- a. Nondiscrimination - In accordance with Title 49, Part 21 C.F.R, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

“The Agency shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this Contract. The Agency shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Agency to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the CTC deems appropriate.”

Each subcontract the Agency signs in regards to the Transportation Services must include the assurance in this paragraph (see 49 CFR 26.13(b)). The Agency agrees to comply with applicable federal and state implementing regulations and other implementing requirements the

Federal Transit Administration (FTA), Florida Dept. of Transportation (FDOT) or the Commission may issue. In addition to the above assurance, the Agency shall not discriminate on the basis of sexual orientation, in accordance to Pinellas County Code Chapter 70 as amended.

In addition to the above assurance, the FDOT requires that the Agency abide by and include the following provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by Title 49, Part 21 C.F.R, or directives issued pursuant thereto:

- (1) Incorporation of Provisions: The Agency shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Agency may request the United States to enter into such litigation to protect the interests of the United States.
- (2) Compliance with Regulations: The Agency shall comply with regulations relative to nondiscrimination in federally-assisted programs of the Title 49 Part 21, C.F.R. The Agency shall not participate either directly or indirectly in the discrimination prohibited by Title 49, C.F.R., Part 21.5, regarding employment practices in conduct of this Contract.
- (3) Nondiscrimination: The Agency, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- (4) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Agency, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract and the regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (5) Information and Reports: The Agency shall provide all information and reports required by the regulations or directives issued

pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Agency is in the exclusive possession of another who fails or refuses to furnish this information the Agency shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of the Agency's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- (i) Withholding of payments to the Agency under the contract until the Agency complies, and/or
- (ii) Cancellation, termination or suspension of the contract, in whole or in part.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Agency agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Agency agrees to comply with any implementing requirements FTA, FDOT or the Commission may issue.

- (2) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Agency agrees to comply with any implementing requirements FTA, FDOT or the Commission may issue.
- (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Agency and any of its contractors or their subcontractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental, or emotional impairment), and shall meet all applicable provisions of the Americans with Disabilities Act. The Agency agrees that no funds shall be used to rent, lease, or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities.
- (4) Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA, FDOT and the CTD determines otherwise in writing, the Agency agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The CTC's LEP Plan is available at the CTC office.
- (5) Environmental Justice – The Agency agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government, FDOT or the Commission determines otherwise in writing.

- (6) Other Nondiscrimination Laws – The Agency agrees to comply with all applicable provisions of other federal and state laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the federal government, FDOT or the Commission determines otherwise in writing.

The Agency also agrees to include these requirements in each subcontract financed in whole or in part with federal or state assistance provided by FTA, FDOT or the Commission modified only if necessary to identify the affected parties.

- 11.06 No member, officer, or employee of the Agency during this tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- 11.07 Notice: Each party's respective designated representatives are listed below. All notices required by law and by this Contract to be given by one party to the other shall be in writing and shall be sent to the following respective addresses by certified U.S. mail, return receipt requested.

The CTC's contract manager is:

Brad Miller, Chief Executive Officer, PSTA
3201 Scherer Drive
St Petersburg, FL 33716
(727) 540-1800
(727) 540-1913 (fax)
Email: bmiller@psta.net

With copy to:

Sangita Land
Chief Compliance Officer, PSTA
3201 Scherer Drive
St Petersburg, FL 33716
(727) 540-1800
(727) 540-1913 (fax)
Email sland@psta.net

The Agency's contract manager is:

MANAGER NAME, TITLE

AGENCY NAME

Street ADDRESS

CITY, FL 33###

PHONE: (727) ###-####

EMAIL: @

If a different representative is designated after execution of this contract, notice of the new contract manager will be made in writing.

12. Miscellaneous Provisions:

12.01 No Third Party Beneficiaries: The CTC shall not be obligated or liable hereunder to any party other than the Agency.

12.02 Waiver: In the event the CTC elects to waive its remedies for any breach by the Agency of any covenant, term, or condition of this Contract, such waiver shall only be valid if set forth in writing and shall not limit the CTC's remedies for any subsequent breach of that or of any other term, covenant, or condition of this Contract.

12.03 Entire Agreement and Severability: This Contract, including all exhibits attached hereto, constitutes 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. There are no representations or warranties unless set forth in this Contract. This Contract may not be amended or altered except in a writing signed by both parties. If any provision of this Contract is held invalid, the provision shall be severable and the remainder of this Contract shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.04 State or Territorial Law: This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The Agency and the CTC 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. Nothing in this Contract shall require the Agency to observe or enforce compliance with any provision thereof, perform any act or do any other thing in contravention of any law, provided that if any of the provisions of this Contract violate any applicable state law, the Agency will at once notify the CTC in writing in order that appropriate changes and modifications may be made by the parties.

12.05 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. The headings and section references in this Contract are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

- 12.06 Counterparts: This Contract may be simultaneously executed in one or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- 12.07 Authorization: Both parties to this Contract represent and warrant that they are authorized to enter into this Contract without the consent and joinder of any other party and that the persons executing this Contract have full power and authority to bind their respective party to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY NAME

**Pinellas Suncoast Transit Authority
as Community Transportation Coordinator**

Signature

Brad Miller, CEO

Title

Attest:

Attest:

Signature

Signature

Approved as to Form:

Sangita Land
Chief Compliance Officer

Appendix A

REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

(Only required if the Agency does not meet the insurance requirements listed in Section 10.05)
It is requested that the insurance requirements, as specified in Section 10.05 of this Agreement,
be
waived or modified on this Agreement. Please attach copies of relevant Certificates of Insurance
for
waiver decision.

Agency Name: _____

Contract for: CTC Coordination Agreement

Agency Address: _____

Telephone: _____

Scope of Work: _____

Reason for Waiver:

Policies Waiver _____

will apply to:

Authorized Signature:

Below is for PSTA use only:

Approved _____ Not Approved _____ Date

Risk Management

PSTA Administrator appeal:

Approved: _____ Not Approved: _____ Date: _____

SAMAS Approp: 108846	Fund: TDTF	FM/Job No(s): 43202718401/43202818401
SAMAS Obj.: 750074	Function: 035	CSFA No. 55.001
Org Code: 55 12 00 00 952	Contract No.:	Vendor No.:

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and _____ hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the provision of non-sponsored transportation services and other responsibilities identified in Chapter 427, Florida Statutes or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide non-sponsored transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment, and as further described in this Agreement and in Exhibit(s) A, B, and C, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Grantee: The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant.

2.60 Monitoring and Evaluation: The law provides that each local coordinating board annually evaluate the performance of the Grantee using evaluation criteria approved by the Commission. A copy of the evaluation report will be given to the designated official planning agency and the Commission. The Grantee must fully cooperate with the local coordinating board in the performance of its duties. The Grantee shall submit to the local coordinating board such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as provided by law, rule or under this agreement. Failure by the Grantee to cooperate with, or to provide such documents or other products to the local coordinating board may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

3.00 Total Project Cost: The total estimated cost of the Project is \$_____. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$_____ as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

4.10 Eligible Costs: Trip and Equipment Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Article 16.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
- d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 Project Funds: In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

4.40 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

7.00 Accounting Records, Audits and Insurance:

7.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored financing accounts are referred to herein collectively as the "Project Account."

The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

7.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges

The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.
 - b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental

entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

- viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

7.70 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

7.71 Liability: Liability coverage in an amount of \$200,000 for any one (1) person, \$300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

7.72 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

7.73 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

7.74 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

8.12 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

8.13 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2017.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

8.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

8.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

8.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

8.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs

which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "B."

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2 and 60A-1, Florida Administrative Code, and the Program Manual for the Trip and Equipment Grant is met.

8.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

9.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this Paragraph, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the

Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the Grantee or its contractors to allow public access to all documents, papers, letters, records or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

13.30 Prohibited Interests:

13.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business

entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier,

subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

14.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

14.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents

that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

14.70 Purchased Vehicles or Equipment:

14.71 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

14.72 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Paragraph 8.25.

14.73 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

- a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.
- b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.
- c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

14.74 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23.

15.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Grantee or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes or any similar provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for

the Commission's or any subcontractor's or other entity's negligence.

16.00 Appropriation of Funds:

16.10 The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

17.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2017. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2017.

18.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

19.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

20.00 Vendors and Subcontractors Rights:

20.10 Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest

penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

20.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

21.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT _____
DATE _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

GRANTEE:

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT _____
DATE _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and _____.

PROJECT LOCATION: _____ County (ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. Capital equipment will consist of:

SPECIAL CONSIDERATIONS BY GRANTEE:

1. All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable

FM/JOB No(s). 43202718401/43202818401
 CONTRACT NO. _____
 AGREEMENT _____
 DATE _____

EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and _____.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2017.

Non-sponsored Trips	\$	FM# <u>43202718401</u>
Voluntary Dollar		FM# <u>43202818401</u>

TOTAL	\$	
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II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	\$ _____
Local Cash Funds	\$ _____
2016-17 Legislative Proviso Funds	\$ _____
Local Cash Funds for 2016-17 Legislative Proviso Funds	\$ _____
Voluntary Dollar Contributions	\$ _____
Monetary Value of In-Kind Match	\$ _____
Total Project Cost	\$ _____

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY <u>16/17</u>												
Trips												
Capital												

TRANSPORTATION DISADVANTAGED TRUST FUND SERVICE RATES EXHIBIT B PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: _____
EFFECTIVE DATE: _____

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile or Trip)	COST PER UNIT \$

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO.
AGREEMENT
DATE

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD)
TRIP AND EQUIPMENT GRANT PROGRAM
CSFA Number: 55.001
***Award Amount:** \$

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

AGREEMENT FOR THE AUDIO VISUAL EQUIPMENT AND INSTALLATION SERVICES

THIS AGREEMENT is entered into on this 25th day of May, 2016, 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 CCS, a Florida corporation, with its principal place of business located at 5530 South Florida Mining Boulevard Jacksonville, Florida 32257 (Contractor).

WHEREAS, when in its best interest, PSTA may contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, PSTA desires to upgrade its Audio Visual Equipment in its Board Room and various conference spaces throughout its Administrative facility as depicted on the Scope of Work attached as Exhibit A (the Project); and

WHEREAS, Contractor was the successful competitive bidder to the St. John's County School District's Invitation to Bid No. 2015-01 for Classroom/Office Equipment and Supplies (St. Johns IFB) a copy of which is attached as Exhibit B and copy of Contractor's bid, the bid tabulation, and award is attached hereto as Composite Exhibit C; and

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the St. Johns IFB and its bid; and

WHEREAS, as the successful competitive bidder to the St. Johns IFB, Contractor entered into a contract with St. Johns County School District which is attached hereto as **Exhibit C** (St. Johns County School District Contract); and

WHEREAS, the Contractor is willing to perform the Project pursuant to the terms of this Agreement and the St. Johns County School District Contract; and

WHEREAS, PSTA and Contractor desire to enter into this Agreement to accomplish the Project on the same specifications as the St. Johns County School District Contract;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference.

2. The terms and conditions of the St. Johns County School District Contract for Classroom/Office Equipment and Supplies are hereby incorporated into this Agreement by reference. Contractor shall complete the Project using the same terms and conditions as set forth in the St. Johns County School District Contract, except as specifically modified herein and as depicted in Exhibit C to account for the particular details of the Project with PSTA. Such modifications shall not include a modification to the unit prices bid in the St. Johns County School District Contract. Contractor's work on the Project shall be at the same unit prices as set forth in the St. Johns County School District Contract.

3. 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 the 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 the 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 the PSTA, all public records in possession of 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 the 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 the PSTA in a format that is compatible with the information technology of the PSTA. If Contractor does not comply with a public records request, the 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 the PSTA.

4. Contractor understands that this project is fully funded by the Federal Transit Administration (FTA). Therefore, FTA Grant Contract Clauses apply to this project and agrees to abide by FTA Grant Contract Clauses attached as Exhibit D.

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

To PSTA:

Procurement Division
Attention: Director of Procurement
3201 Scherer Drive
St. Petersburg, FL 33716

To Contractor:

With required copy to:

Sangita Land, COO
3201 Scherer Drive
St. Petersburg, FL 33716

6. Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

7. The Parties represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Attest:

PSTA:

Brad Miller, CEO

CONTRACTOR:

Print Name: _____

Title: _____

Exhibit A
The Project and Pricing (Scope of Work for AV Equipment)



PSTA Major Capital/Planning Projects
Monthly Status Update
March 2016

Project	Capital Project Name	Budget	Invoices Paid (as of 03/31/2016)	% Complete (Based on Invoices Paid)	Project Stage	% of Project Complete	Project Manager	Current Status
1	ADA Landing Pad Project	\$1,331,424	\$288,207	22%	In Progress	30%	Mark Knight	On Schedule
2	Shelter Project	\$1,482,650	\$347,996	23%	In Progress	30%	Mark Knight	On Schedule
3	A/C Chillers Replacement	\$700,000	\$31,100	4%	Development	10%	Mark Knight	On Schedule
4	Largo Commons Transfer Center	\$89,069	\$25,290	28%	In Progress	75%	Mark Knight	On Schedule
5	Ulmerton Rehabilitation	\$200,000	\$0	0%	In Progress	25%	Mark Knight	On Schedule
6	Reg Rev Coll & Inter-Jurisdictional Mobility Proj.	\$4,288,738	\$161,430	4%	In Progress	15%	Walt Lenz	On Schedule
7	Clever Works	\$292,431	\$0	0%	In Progress	20%	Walt Lenz	On Schedule
8	Automatic Vehicle Monitoring (AVM)	\$251,000	\$0	0%	In Progress	15%	Walt Lenz	On Schedule
9	Purchase Replacement Revenue Vehicles	\$4,900,000	\$0	0%	PO Issued	20%	Henry Lukasik	On Schedule
10	Purchase Support Vehicles	\$105,664	\$87,970	83%	Final	100%	Henry Lukasik	Complete
11	Tire Lease	\$440,000	\$259,809	59%	Continuous	59%	Henry Lukasik	On Schedule
12	Mobile Column Lifts	\$99,416	\$99,416	100%	Final	100%	Henry Lukasik	Complete
13	Board Room - Agenda Management System	\$22,000	\$0	0%	PO Issued	10%	Vu Nguyen	On Schedule
14	AV Equipment -Board and Conference Rooms	\$136,905	\$0	0%	Development	10%	Debbie Woodward	On Schedule
15	Miscellaneous Projects	\$1,647,536	\$649,113	39%	Continuous	39%	Pam Reitz	On Schedule
Capital Project Total		\$15,986,833	\$1,950,331	12%				
Project	Planning Project Name	Budget	Invoices Paid (as of 03/31/2016)	% Complete (Based on Invoices Paid)	Project Stage	% of Project Complete	Project Manager	Current Status
1	Short Range Planning - Consultant	\$1,097,458	\$586,801	53%	In Progress	53%	Cassandra Borchers	On Schedule
2	Central Avenue Bus Rapid Transit	\$700,000	\$0	0%	Development	0%	Heather Sobush	On Schedule
3	HASTUS Core Upgrade	\$477,018	\$0	0%	In Progress	0%	Christine McFadden	On Schedule
4	AA/Howard Frankland Bridge Study	\$2,191,740	\$1,956,630	89%	In Progress	89%	Heather Sobush	On Schedule
5	Clearwater Downtown Intermodal Terminal	\$1,250,000	\$11,438	1%	Development	15%	Chris Cochran	On Schedule
Planning Project Total		\$4,618,758	\$1,968,068	43%				
Grand Total - Open Projects		\$20,605,591	\$3,918,399	19%				

Project Stage

Development - Project details are currently being reviewed in order to develop the scope of work and purchasing documents.

Out For Bid - Purchasing documents have been release and currently waiting to receive bids and award contract.

PO Issued - Purchase Order/contract has been issued for the project.

In Progress - Project work has started and is moving forward.

Final - All work on the project has been completed.

Continuous - Funding is received each year to continue project.

Current Status

On Schedule - Project is in progress and has met milestone dates.

Behind Schedule - Project is in progress, but has not met milestone dates.

Hold - Work on the project was started, however due to outside issues work on the project has been stopped.

Complete - All work on the project has been completed.

Canceled - Project canceled

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ADA Landing Pad Project

Project Start Date	Continuous	Est. Completion	Continuous	Percent Complete (total invoices paid)	22%
Project Manager	Mark Knight	Department	Maintenance	Project Location	PSTA Service Area



Project Total	\$1,331,424
Invoices Paid to Date	\$288,207
Open Purchase Orders	\$843,217
Remaining Balance	\$200,000

Project Description:

- Construct and upgrade pedestrian access/walkways to comply with current ADA regulations, which includes the construction of bridge culverts in several sites and the installation of concrete pedestrian access/walkways at bus stop locations.

Project Useful	20 Years
DBE Participation Design:	0%
DBE Participation Construction:	0%

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X723	\$631,424	\$288,207	\$343,217	\$0
FL 90-X758	\$500,000	\$0	\$500,000	\$0
FL 90-X841	\$200,000	\$0	\$0	\$200,000
Total	\$1,331,424	\$288,207	\$843,217	\$200,000

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Development/Environmental	1/1/13		1/1/13
RFP Out for Bid	10/24/2013		10/24/2013
PSTA Board Review/Approval	1/22/14		1/22/14

Project Milestones (Continued)

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Award Execution	1/31/14		1/31/14
30 % Complete	12/31/14	6/30/15	2/14/16
60% Complete	12/31/15		
90 % Complete	12/31/16		
Final Approval	1/31/17		
Project Complete	2/28/17		

March 2016

- We are continuing to install new ADA landing and shelter pads throughout the County.

February 2016

- The transition from Williams Park to the new layovers and stops is complete.

January 2016

- Stop locations in downtown St. Pete has been located and work to be completed by 2/14/2016

December , 2015

- Started work on new stop locations in Downtown St Petersburg

November 30, 2015

- City of St. Pete: (9) ADA Pads permitted, ready for construction; City of Largo: (9) ADA Pads installed and completed; City of Dunedin: (13) ADA Pads installed and completed; Pinellas County : (4) Bus Shelter Pads permitted and under construction; City of Madiera Beach: (1) shelter pad permitted and City of St. Pete Beach: (2) bus shelter pads permitted.

October 30, 2015

- During the past week American Construction has installed (13) ADA Landing Pads in the City of Dunedin. Next week will start work on (9) ADA Pads in the City of Largo.

August 19, 2015

- Work put on hold.

July 13, 2015

- Ongoing work to complete ADA landing pads.

March 2015 - June 2015

- PSTA staff is working with Pinellas County regarding permits.

February 2015

- Moving forward with pads
- Waiting on 60% of permits

January 2015

- No changes

December 2014

- St. Pete has 15 out of 18 completed, Largo has 7 of the 10 in progress, Dunedin has 13 of the 13 in progress.
- Safety Harbor working on permit packet drawings being revised for permit pack. 6 pads waiting.
- Resubmitted permit to Pinellas County for ADA landing pads and is under review 41 pads.
- Working on culvert permits to submit to Pinellas County 9 in total.

November 2014

- Emergency pad on Starkey and Park being poured.
- Working in St. Pete 25 stops currently completed.
- Permits submitted to Dunedin waiting for approval.
- Meeting with Pinellas County to request blanket permit.
- Working on permit for Safety Harbor will be submitted by week of November 17th.

October 2014

- Completed 12 priority ADA landing pad stops to date
- Installed 9 ADA landing stops in the City of St Petersburg ten (10) more in progress.
- Seven (7) ADA Pads permitted in City of Largo
- Work to start on thirty-two (32) ADA Pads for Pinellas County after the City of Largo work is complete.

September 2014

- PSTA and American have audited an additional (40) ADA landing pads for permitting.
- Future Projects Total

August 2014

- American Construction has completed (8) eight ADA landing pads and is currently working on additional (10).
- We are currently waiting on the final approval from Pinellas County for 35 additional ADA pads

June 2014

- During the past month we have submitted 30 ADA landing pads for permits, once approved the construction process will start.

May 2014

- American Construction has started the ADA Landing Pads Project.
- PSTA has eight priority stops throughout Pinellas County and five sites are currently under construction.

Comments:

- Financials updated through March 31, 2016

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Shelter Project

Project Start Date	Continuous	Est. Completion	Continuous	Percent Complete (total invoices paid)	23%
Project Manager	Mark Knight	Department	Maintenance	Project Location	PSTA Service Area



Project Total	\$1,482,650
Invoices Paid to Date	\$347,996
Open Purchase Orders	\$292,425
Remaining Balance	\$842,229

Project Description:

- Design and purchase new passenger bus shelters

Project Useful 10 Years

DBE Participation Design: 0%

DBE Participation Construction: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X689	\$682,650	\$347,996	\$292,425	\$42,229
FL 90-X783	\$200,000	\$0	\$0	\$200,000
FL 90-X811	\$200,000	\$0	\$0	\$200,000
FL 90-X841	\$200,000	\$0	\$0	\$200,000
FL 90-X873	\$200,000	\$0	\$0	\$200,000
Total	\$1,482,650	\$347,996	\$292,425	\$842,229

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Development/Environmental	1/1/14		1/1/14
RFP Out for Bid	6/1/2014	12/14/14	12/14/14
PSTA Board Review/Approval	12/10/14	2/25/15	3/25/15
Award Execution	12/15/14	4/27/15	4/27/15
Project Complete	10/30/15	5/1/18	

Project Status:**March 2016**

- Two shipments of shelters came in March. Paid in April. Project is ongoing. Team is working with Planning on their deployment plan.

February 30, 2016

- We have received confirmation that the first portion of our 2nd order will be shipped in March 2016

January 30, 2016

- We received the remainder of our first order of shelters and amenities this month.

December 14, 2015

- We received the benches for the first shipment on Friday, December 11, 2015
Remainder of shelters and amenities will ship in January 2016.

November 30, 2015

- Shipment of shelters received on 11/18/2015 (4) 8' x12', (6) 4x8 and (13) schedule holders.
Remainder to be shipped in early January 2016.

October 30, 2015

- We are set to receive the first shipment of bus shelter during the last week of October. Included in that shipment will (4) 8'x12', (6) 4'x8'. The last shipment, for our first order is due in the middle of December. That includes (3) 4'x8', (10) 4'x1 (12)8'x12 and (1) 3'x12'.

August 19, 2015

- Awaiting new shelter delivery, estimate mid September delivery date.

July 13, 2015

- Purchase Order issued for \$301,550.
- PSTA has requested one pilot shelter so that it can be reviewed/approved before other shelters are delivered.

June 2015

- Waiting on Planning committee approval of the bus shelter placement plan.

May 2015

- Purchase Requisitions have been issued and are waiting on approval.

April 2015

- Signed agreement from Legal on 4/10/15.
- Purchase Order will be issued for first order.

March 2015

- Contract award was reviewed/approved by the March PSTA Finance committee.

- Will be presented at the March PSTA Board meeting for approval of award.

February 2015

- Staff is recommending to awarded contract to Basco.
- Will take 8 weeks for shelters to arrive once ordered

January 2015

- Questions on RFP due back on 1/13/15
- Proposals/Amended questions 1/16/15
- Proposals due back on 1/27/15

December 2014

- Bid packet put together
- Available online 12/15/14

November 2014

- RFP is being finalized

October 2014

- No Change

September 2014

- New specifications for the shelter RFP have been completed and submitted to the Purchasing Department.

August 2014

- Developing new specifications for the Shelter RFP

June 2014

- New specifications for the design have been completed for the RFP.

May 2014

- Final specifications for the design were completed.
- RFP was issued on February 14, 2014, and the pre-bid meeting is scheduled for February 25, 2014.
- RFP was extend to April 15, 2014..
- Three bids were received and are currently under review.

Comments:

- Estimate purchase of 36 bus shelters through this fiscal year which ends September 30 2015 .
- Shelters will be installed to replace older shelters that are beyond their useful life and at new locations, as needed.
- The Bacon Group assisted with the new design and specifications.
- Project funding, invoices paid, and open purchase orders totals do not include information for completed grants.
- Financials updated through March 31, 2016

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A/C Chiller Replacement

Project Start Date	March 2016	Est. Completion	February 2017	Percent Complete (total invoices paid)	4%
Project Manager	Mark Knight	Department	Maintenance	Project Location	n/a



Project Total	\$700,000
Invoices Paid to Date	\$31,100
Open Purchase Orders	\$17,320
Remaining Balance	\$651,580

Project Description:

- The chiller replacement procurement will include the removal, and replacement of our existing units with (2) two of the most energy efficient air cooled packaged water chillers, as well as; an engineering analysis of our existing control system and associated devices.

Project Useful 5 Years

DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X689	\$500,000	\$31,100	\$17,320	\$451,580
FTA	\$200,000	\$0	\$0	\$200,000
Total	\$700,000	\$31,100	\$17,320	\$651,580

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
RFP/IFB Out for Bid		4/20/16	
PSTA Board Approval	12/9/15	8/24/16	
Award Execution		9/7/16	
Project Start Date		9/12/16	
Project Complete		2/28/17	

Project Status:**March 2016**

- Ongoing issues with current A/C system which will increase current operational expense. The RFP from Hahn Engineering was reviewed in April and PSTA has received the plan and design.

February 2016

- The bid documents have been completed and are under review. Purchasing is working on the front end documents for RFP which be put on the street in April 2016.

January 2016

- Budget increased to \$700,000, new recovery schedule established.

December 14, 2015

- Hahn Engineering started their assessment of the HVAC controls system.

November 30, 2015

- Kick off meeting with MEP engineering firm to test the controls of the entire HVAC system.

October 30, 2015

- To prevent any cost over runs, we have decided to contract with a MEP engineering firm to provide a detailed of our existing chillers and control system. Included in the assesment will be a recommendation for the most energy efficient and cost effective replacement chillers and a detailed operation verification of our existing control system with recommended remediation.

August 19, 2015

- RFP going to the Board December 2015

July 13, 2015

- New Project - scope is being developed.

Impact on Operating Budget:

-

Comments:

- Financials updated through March 31, 2016



Largo Commons Transfer Center

Project Start Date	February 2016	Est. Completion	April 2016	Percent Complete (total invoices paid)	28%
Project Manager	Mark Knight	Department	Maintenance	Project Location	SW corner of East Bay Dr & US 19N



Project Total	\$89,069
Invoices Paid	\$25,290
Open Purchase Orders	\$6,210
Remaining Balance	\$57,569

Project Description:

- Design and construct a transfer facility at the new Largo Commons shopping center which is being constructed at the former Bay Area Outlet Mall location on the southwest corner of East Bay Dr and US 19.

Project Useful	10 Years
DBE Participation Design:	0%
DBE Participation Construction:	TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X689	\$89,069	\$25,290	\$6,210	\$57,569
Total	\$89,069	\$25,290	\$6,210	\$57,569

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Contract Approval	6/1/15	1/1/16	
Shelter Installation	6/29/15	2/29/16	
Project Complete	7/3/15	4/27/16	

Project Status:**March 2016**

- On track for installation of shelter on April 27, grand opening on April 28th and public opening on May 1st.

February 2016

- Contract language is being finalized.

January 2016

- Service start delayed due to negotiations with Wells Fargo Bank

December 14, 2015

- Start service in February 2016

November 30, 2015

- Contract language is being finalized

October 30, 2015

- Contract negotiations are ongoing

August 2015

- Awaiting follow-up from meeting with Wal-Mart representatives. Remaining budget of \$57K is appropriate.

December 2014 - July 13, 2015

- Under Legal review

November 2014

- Under Legal review
- Waiting on response from Developers Legal in order to adjust percentage(%) of Liability for future damage.

October 2014

- PO issued to Atkins for review of Maintenance of Roadways Apportionment Agreement

August 2014 - September 2014

- PSTA Board approved entering into an agreement with the developer and Wal-Mart for a Public Overlay Agreement (POA) easement to allow PSTA buses to access the property and will result in a cost sharing arrangement for maintenance of the POA in an unspecified amount, but will be based on usage and wear and tear of the roadway.
- PSTA staff are in the process of developing a Design for the 4 bus bay transfer center which will include shelters, refuse receptacles and Real Time Bus Arrival information display boards with a budget not to exceed \$250,000.
- The Wal-Mart project is under construction and staff will be working closely with the contractors to secure the appropriate amenities (including electrical) for the site.

May 2014 - June 2014

- PSTA Board approved entering into an agreement with the developer and Wal-Mart for a Public Overlay Agreement (POA) easement to allow PSTA buses to access the property and will result in a cost sharing arrangement for maintenance of the POA in an unspecified amount, but will be based on usage and wear and tear of the roadway.

- PSTA staff are in the process of developing a Design for the 4 bus bay transfer center which will include shelters, refuse receptacles and Real Time Bus Arrival information display boards with a budget not to exceed \$250,000.
- The Wal-Mart project is under construction and staff will be working closely with the contractors to secure the appropriate amenities (including electrical) for the site.

Impact on Operating Budget:

- TBD

Comments:

- Development is subject to the terms and conditions of a Development Order for the Bay Area Outlet Mall (DRI No. 2012-12), which includes a mitigation option, for the developer to assist in the construction of a mid-county transit transfer facility center.
- Financials updated through March 31, 2016

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Ulmerton Rehabilitation

Project Start Date	February 2016	Est. Completion	June 2016	Percent Complete (total invoices paid)	0%
Project Manager	Mark Knight	Department	Planning	Project Location	PSTA Service Area



Project Total	\$200,000
Invoices Paid to Date	\$0
Open Purchase Orders	\$52,624
Remaining Balance	\$147,376

Project Description:

Demolition of current Park 'n' Ride facility on Ulmerton Road to provide greenspace and shelters for PSTA passengers.

Project Useful N/A
DBE Participation: N/A

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
General Reserve	\$100,000	\$0	\$26,312	\$73,688
FDOT Funding	\$100,000	\$0	\$26,312	\$73,688
Total	\$200,000	\$0	\$52,624	\$147,376

Project Milestones

Milestones	Original Schedule		Actual Schedule
FDOT Funding Application Submitted			2/21/12
PSTA Board Review/Approval - FDOT Funding Contract			5/23/12
FDOT Contract Executed			6/15/12
PSTA Board Review/Approval - Project	7/1/14		
Execute Contract	7/1/14		
Project Complete	6/30/15	6/30/16	

Project Status:**March 2016**

- The pre-bid meeting was held, an addendum was sent out and bids are due on April 27th of this month.

February 2016

- 75% drawing are complete and being reviewed by project team.

January 2016

- FDOT approved of demolition plan, now waiting on FTA approval

October 30,2015

- Meeting with FDOT. FDOT will discuss alternate uses of funding after receipt of write up of historical information of the grant. Estimated time of submission to FDOT is November 6, 2015

August 2015

- Work with FDOT to determine alternate uses of funding

December 2014 - July 13, 2015

- Under Legal Review

November 2014

- Under Legal Review
- 727 Route is on hold

October 2014

- Working on presenting the contract to the PSTA Board at the December 10, 2014 meeting.

September 2014

- Contract negotiations with the City of St. Petersburg are currently delayed.

May 2014

- PSTA has completed a contract with the City of St. Petersburg to lease 27 spaces near Tropicana field.
- These spaces can be used by current transit riders, carpools, and future express service passengers to Tampa.

Impact on Operating Budget:

- No funding spent to date.

Comments:

- The awarded grant funds may be used without a local match if the Park & Ride Lot to be improved is on an FDOT owned property. Otherwise they must be matched 50%/50% with local or in kind contributions.
- Financials updated through March 31, 2016



Regional Revenue Collection & Inter-Jurisdictional Mobility Project

Project Start Date	March 2016	Est. Completion	May 2018	Percent Complete (total invoices paid)	4%
Project Manager	Walt Lenz	Department	Information Technology	Project Location	n/a



Project Total	\$4,288,738
Invoices Paid to Date	\$161,430
Open Purchase Orders	\$27,326
Remaining Balance	\$4,099,982

Project Description:

- At the May 2013 meeting, the PSTA Board approved the Regional Fare Collection Working Group MOU with HART, PCPT and PSTA that would allow staff to pursue state funding for a phased regional smart card implementation program. Phase 1A will include an upgrade to all fareboxes in the PSTA fleet.
- Implementation of smart card technology will greatly benefit existing and future riders of PSTA as well as streamline internal operations and programs.

Project Useful Life: 5-7 Years
DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FDOT Intermodal Funds	\$832,580	\$0	\$0	\$832,580
FL 90-X689 (TO 1)	\$28,149	\$28,149	\$0	\$0
FL 90-X723	\$903,098	\$0	\$0	\$903,098
FL 90-X758 (50% of TO 10 & 16)	\$1,150,943	\$74,709	\$0	\$1,076,234
FL 90-X783	\$254,874	\$0	\$0	\$254,874
FL 90-X811	\$402,089	\$0	\$0	\$402,089
FL 90-X841	\$355,579	\$0	\$0	\$355,579
Future FTA Funding	\$275,529	\$0	\$0	\$275,529
HART (50% of TO 10 & 16)	\$74,710	\$58,571	\$16,138	\$0
PSTA Operating (Paid by HART-TO 2)	\$11,188	\$0	\$11,188	\$0
Total	\$4,288,738	\$161,430	\$27,326	\$4,099,982

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
RFP Out for Bid	9/1/14	3/20/15	3/24/15
Award Execution	1/1/15		2/29/16
Notice To Proceed	2/29/16		2/29/16
Standard Licenses Transfer for Visual Boarding Pass System	3/30/16		3/30/16
Management Plan, Master Program Schedule and Quality Assurance Plan Completed and Approved	5/29/16		
Preliminary Design Review Completed and Approved	6/8/16		
MOBILE-TICKET APP PHASE 1 Operational	8/8/16		
Final Design Review Completed and Approved	10/26/16		
First Article Test Completed and Approved	12/26/16		
Installation of Pilot Equipment Completed and Approved	5/24/17		
Data Systems, Mobile and Web Portal Tests Completed and Approved	6/28/17		
Documentation, Supplies and Training Completed and Approved	7/13/17		
System Installation Completed and Approved	8/27/17		
System Integration Testing Approved, Revenue Service Testing Completed and Approved	10/11/17		
Interagency Pilot Completed and Approved	11/13/17		
Full System Acceptance Test (Project Complete)	5/7/18		

Project Status:

March 2016

- The vendor submitted the BAFO (Best and Final Offer) and it was turned over for review to the Engineer on Record, LTK. The EOR agreed that the pricing was fair and reasonable the contract was signed and Notice to Proceed was given to vendor. Currently the project is in the Planning and Definition phase.

February 2016

- Contract has been signed with HART and Init. Kick off meeting was held in March. Weekly conference calls are being scheduled by HART PM.

January 2016

- To go before the HART board on February 1st, where it passed.

November 30, 2015

- Negotiating with INIT (Vendor) on key points : PCI Compliance, Interfacing to the legacy systems and Status Lamp Indicators. Negotiations will take place the week of November 30th. The revised date to go to the HART Board in February 1st.

June 2015 - July 13, 2015

- The project is in the first stages of the evaluation.
- Offers have been submitted by four companies
- Evaluation Team scores are due back to HART on July 7, 2015.

May 2015

- RFP was issued on March 24, 2015.
- Offers are due June 12, 2015.

March 2015 - April 2015

- Date change to March 20, 2015 for the Request for Proposal(RFP) to be released.
- Award scheduled for July 25, 2015.

February 2015

- Request for Information (RFI) completed.
- Request for Proposal(RFP) scheduled to be released on March 9, 2015.
- Award scheduled for July 25, 2015.

January 2015

- Had first of two conference calls with consultant on RFI, Second is scheduled for January 20th
- RFP Scheduled for the week of 1/26/15
- Looking into different options of getting another router and antenna

December 2014

- RFI is out responses by 12/17/14
- RFP Scheduled for the week of 1/26/15
- Equipment is estimated to be install in summer 2015

November 2014

- Met with consultant to come up with an RFI November 2014
- RFP 2015

October 15, 2014

- Working with consultant to finalize Concepts of Operation and Fare Policy.

September 15, 2014

- PSTA has undertaken a Focus Group Study of passengers to determine their interest in the use of mobile technologies including Smart Card media.
- Upon completion of the Concept of Operations, the group will complete the technical specifications for the Fare card readers and mobile technology specifications for a future bid to occur in November 2014.
- LTK Engineering has been issued a new task order in the amount of \$97,000 to undertake a variety of tasks related to the upcoming bid effort and will participate in a vendor conference on behalf of the group at the upcoming ATPA meeting in Houston.

June 2014

- PSTA has undertaken a preliminary bid for the Regional Farebox Project which included consulting assistance from TransSystems. The bid led to only one bid and in March 2014, PSTA commissioned LTK Engineering to assess the bid specifications shortfall in an attempt to reengage the private vendors to bid on a future package.
- Prior to the development of the bid specifications, LTK has developed a draft Concept of Operations Plan to guide the entire Regional Farebox effort that will assist all participating counties in the FDOT funded project
- PSTA is in the process of revising a Fare Policy to establish the type of products that will be included in the technical specifications of the RFP.

May 2014

- To secure currently available FDOT funding of \$1.4M, the Working Group agreed to allow HART to act as the recipient of the FDOT funds. HART will be responsible for distribution and reporting as required by the Joint Participation Agreement (JPA) with FDOT. Pending final approval from FDOT, the Working Group will convene to begin a group procurement process.
- PSTA has approached TBARTA to help fund the use of a consultant through the PSTA General Services Consultant contract to assist with RFP development.
- PSTA is taking the lead on submitting a Transportation Investment Generating Economic Recovery (TIGER) Grant Funding ask of \$10,448,756 for the farebox Project. This will allow additional purchases and upgrades to the transit agencies within the Regional Working Group.
- Purchase Order for Task Order 1 (\$40,014) was completed under budget and was completed for \$28,149.
- Task Order 1 will cover; survey questionnaires sent to six regional transit properties which were identified and follow up conference calls were completed to cover one on one discussions with the properties that participated in the survey.
- TranSystems, subcontractor for TO&A has completed The SOW as defined in their Task Order one PO. HART has requested to further use their services for procurement assistance, Task Order Two. HART will fund this second task
- SPX/Genfare (GFI) was the only proposal submitted for the Farebox Working Group Evaluation Committee. The proposal was rejected and the Farebox Working Group will start the process of re-drafting another RFP.
- A PO for Task Order Two was issued to TranSystems, Technical Consultant for Regional Farebox Working Group. Task Order Two Work Scope covered The RFP Pre-Proposal Meetings, RFP technical Support, Vendor Interview Short List and the Final Selection of a Vendor.
- Purchase Order for Task Order 2 (\$31,996) was completed under budget and was completed for \$11,187.80.
- Working with LTK Consulting on a Concept Operating plan for the Regional Farebox Collection Program.
- A Farebox RFP will be issued later this summer for new fareboxes and related technology.
- Working on Fare Policy for PSTA that will include elements of a regional fare for all other adjoining countries.
- Will be undertaking a Focus Group Study with Passengers to assist in the development of PSTA Fare Policy.

Impact on Operating Budget:

- Will require fare policy revisions and purchase of smart cards that will have minimal effect on the operating budget.

Comments:

- Financials updated through March 31, 2016



Clever Works

Project Start Date	February 2016	Est. Completion	January 2018	Percent Complete (total invoices paid)	0%
Project Manager	Walt Lenz	Department	Information Technology	Project Location	n/a



Project Total	\$292,431
Invoices Paid to Date	\$0
Open Purchase Orders	\$0
Remaining Balance	\$292,431

Project Description:

●Clever Works is Clever Devices (PSTA's Real-Time Product Provider) next generation of data management software with many new features that will allow PSTA easy and intuitive ways to maintain, manipulate, and collect data from all the various Real-Time products.

Project Useful 5 Years
DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X758	\$292,431	\$0	\$0	\$292,431
Total	\$292,431	\$0	\$0	\$292,431

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Sole Source			1/30/15
PSTA Board Review/Approval			1/26/15
Award Contract/PO Issued	4/1/15		2/1/16
Project 25% Complete	10/1/15	5/31/16	
Project 50% Complete	4/1/16	10/30/16	
Project 75% Complete	10/1/16	3/30/17	
Project Complete	3/31/17	1/31/18	

Project Status:**March 2016**

- Clever Works is in the development stage of testing the customized software.

February 2016

- No invoices submitted. New IT servers configured for Clever Works

January 2016

- Project to move forward

November 2015

- Project approved by Finance Committee 11/18/2015

October 2015

- Project set up in FleetNet

September 2015

- Kick Off Meeting held

May 2015 - July 13, 2015

- Milestones have been determined for project.
- Contract has been sent to PSTA legal for review.

February 2015 - April 2015

- Development of Milestones before PO is issued.

January 2015

- Project was approved at the January 26, 2015 PSTA Board meeting..

Impact on Operating Budget:

- Annual software maintenance and agreements.

Comments:

- Financials updated through March 31, 2016



Automatic Vehicle Monitoring Upgrade

Project Start Date	February 2016	Est. Completion	September 2016	Percent Complete (total invoices paid)	0%
Project Manager	Walt Lenz	Department	Information Technology	Project Location	n/a



Project Total	\$251,000
Invoices Paid to Date	\$0
Open Purchase Orders	\$240,363
Remaining Balance	\$10,637

Project Description:

- Upgrade and provide new features to the Automatic Vehicle Monitoring system

Project Useful

DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X689	\$251,000	\$0	\$240,363	\$10,637
Total	\$251,000	\$0	\$240,363	\$10,637

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Finance Committee Approval	11/18/15		
PSTA Board Review/Approval		12/9/15	12/9/15
Award Contract/PO Issued			2/1/16
Project 25% Complete		4/30/16	
Project 50% Complete		6/30/16	
Project 75% Complete		8/31/16	
Project Complete		12/31/16	

Project Status:

March 2016

- The production software is in the testing phase.

February 2016

- No invoices submitted. New IT servers configured for AVM 3

January 2016

- Project to start

November 2015

- Project approved by Finance Committee 11/18/2015

Comments:

- Financials updated through March 31, 2016



Purchase Replacement Revenue Vehicles (FY 2016)

Project Start Date	Continuous	Est. Completion	December 2016	Percent Complete (total invoices paid)	0%
Project Manager	Henry Lukasik	Department	Fleet Maintenance	Project Location	n/a



Project Total	\$4,900,000
Invoices Paid to Date	\$3,500
Open Purchase Orders	\$4,896,500
Remaining Balance	\$0

Project Description:

- Procurement of revenue vehicles to replace current vehicles that are out of useful life.

Project Useful 12 Years/500,000 miles

DBE Participation: Gillig participation on file with FTA

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X873	\$4,900,000	\$3,500	\$4,896,500	\$0
Total	\$4,900,000	\$3,500	\$4,896,500	\$0

Project Milestones (2015 Vehicle Order)

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
PSTA Board Review/Approval	10/21/15		10/21/15
Award Execution	11/19/15		11/19/15
First Bus Delivered	12/15/16		
Last Bus Delivered	2/15/17		
Project Complete	4/3/17		

Project Status:

March 2016

- Production to start in November 2016. Projected delivery dates in early FY 2017.

November 30, 2015

- (7) Hybrid buses ordered

Impact on Operating Budget:

- None

Comments:

- Financials updated through March 31, 2016



Purchase Support Vehicles

Project Start Date	April 2015	Est. Completion	December 2015	Percent Complete (total invoices paid)	83%
Project Manager	Henry Lukasik	Department	Fleet Maintenance	Project Location	n/a



Project Total	\$105,664
Invoices Paid to Date	\$87,970
Open Purchase Orders	\$0
Remaining Balance	\$17,695

Project Description:

- This projects is for the replacement of support vehicles that are out of useful life.

Project Useful 5 Years/150,000 Miles

DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X811	\$50,825	\$50,825	\$0	\$0
FL 90-X841	\$41,819	\$24,125	\$0	\$17,695
PSTA Restricted Funds	\$13,020	\$13,020	\$0	\$0
	\$105,664	\$87,970	\$0	\$17,695

Project Milestones (2014 Vehicle Order)

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
State Contract Quotes	12/1/14	4/13/15	4/29/15
Award Execution	2/1/15	5/14/15	6/9/15
First Vehicle Delivered	6/1/15	11/30/15	11/30/15
Last Vehicle Delivered	6/1/15	11/30/15	11/30/15
Project Complete	8/1/15	12/31/15	12/31/15

Project Status:

March 2016

- Final associated costs paid in April.

February 2016

- Vehicles are in service. Project completed.

January 2016

- All vehicles paid.

December, 2015

- Vehicles delivered the week on November 30, 2015; invoices to be paid in December.

November 30, 2015

- Vehicles to be delivered the week on November 30, 2015

May 2015 - July 13, 2015

- Three Transit Connect vans and support equipment have been ordered through the State contract. 90-102 days lead time for delivery of vehicles.

March 2015 - April 2015

- Specification are complete and sent to State vendor for Quotes.

January 2015 - February 2015

- No change

December 2014

- State contract is being reviewed.

November 2014

- Will review State contract for current funding. Will set up meeting to discuss future needs.

October 2014

- Waiting on new State contracts to be issued.

September 2014

- Reviewing the current need for support vehicles before placing order.

June 2014

- Additional support vehicles will be ordered with 2015 grant funding.

Comments:

- Financials updated through March 31, 2016



Tire Lease

Project Start Date	Continuous	Est. Completion	Continuous	Percent Complete (total invoices paid)	59%
Project Manager	Henry Lukasik	Department	Fleet Maintenance	Project Location	n/a



Project Total	\$440,000
Invoices Paid to Date	\$259,809
Open Purchase Orders	\$180,191
Remaining Balance	\$0

Project Description:

- This project is for PSTA tire lease program.

Project Useful 50,000 Miles

DBE Participation: 0%

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X841	\$440,000	\$259,809	\$180,191	\$0
Total	\$440,000	\$259,809	\$180,191	\$0

Project Milestones Michelin FY 2015/2016

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
PSTA Board Review/Approval			5/27/15
Award Execution			6/24/15
Project Complete	5/31/16		

Project Milestones Goodyear run-out FY 2015/2016

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
PSTA Board Review/Approval			5/27/15
Award Execution	8/1/15		6/24/15
Project Complete	5/31/16		

Project Status:

March 2016

- Goodyear run-out accelerating faster than projected, transition to Michelin will occur sooner \.

August 19, 2015

- Purchase orders have been issued for both Michelin North America and Goodyear.

May 2015 - July 13, 2015

- Tire lease contract was approved at the May 27, 2015 PSTA Board meeting.
- Contract will be awarded to Michelin North America.
- Currently in the 36 month tire run out with Goodyear.

April 2015

- Tire lease information will be submitted to the PSTA Board in May for review and approval.

March 2015

- RFP was released and due back by May 2015
- Working on completing the required 30 day Run Out Clause Letter

February 2015

- Finalized the RFP
- Going out for Bid soon

Impact on Operating Budget:

- None

Comments:

- Financials updated through March 31, 2016



Mobile Column Lifts

Project Start Date	December 2015	Est. Completion	January 2016	Percent Complete (total invoices paid)	100%
Project Manager	Henry Lukasik	Department	Maintenance	Project Location	n/a



Project Total	\$99,416
Invoices Paid to Date	\$99,416
Open Purchase Orders	\$0
Remaining Balance	\$0

Project Description:

- The purpose of this project is to project additional lifting technologies for maintenance repair bays currently not equipped with in-ground floor lifts or with the ability to lift commuter coach buses with tag axle drive trains..
- Purchase of up to ten (10) electro-hydraulic mobile lifting columns sustaining at least 108,000 lbs capacity (18,000 lbs per mobile column).
- Mobile columns may be added, removed, or changed out. All mobile columns shall operate synchronously from any one of the lifting units by means of a control interface. The mobile columns shall be wireless, cordless and battery operated with a DC charging system built into each column for easy recharge and communication.

Project Useful 5 Years

DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X811	\$99,416	\$99,416	\$0	\$0
Total	\$99,416	\$99,416	\$0	\$0

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Scope sent to Purchasing	7/17/15		
IFB Issued	9/1/15		
Award Execution	10/1/15		10/1/15
Project Complete	12/1/15		2/1/16

Project Status:

March 2016

- Invoice paid in March and drawn in April

February 2016

- Lift delivered, paid in March. Training for technicians completed. Lifts placed into service. Project completed.

January 2016

- Awaiting lift delivery

December 2015

- Purchase Order processed

November 30, 2015

- Project setup in FleetNet; pending Purchase Order

July 13, 2015

- Specifications completed and forwarded to purchasing..

Comments:

- Financials updated through March 31, 2016



Board Room -Agenda Management System

Project Start Date	Pending	Est. Completion	Pending	Percent Complete (total invoices paid)	0%
Project Manager	Vu Nguyen	Department	Information Technology	Project Location	n/a



Project Total	\$22,000
Invoices Paid to Date	\$0
Open Purchase Orders	\$22,000
Remaining Balance	\$0

Project Description:

- As part of the redesign of the board room audio and video system, paperless access to board meeting material.

Project Useful 5 Year

DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X723	\$22,000	\$0	\$22,000	\$0
Total	\$22,000	\$0	\$22,000	\$0

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
IFB Scope Development			
IFP Out for Bid			
PSTA Board Review/Approval	12/9/15		12/9/15
Award Execution			
Install Start Date			
Project Complete			

Project Status:

March 2016

- Will move forward once vendor is secured for Board Room AV Equipment project.

February 2016

- Collaborative Solutions the vendor selected for the project is no longer in business in Florida. Working with Purchasing and legal on doing a piggy back contract with a new vendor. Once selected with work with Granicus.

January 2016

- No Change

November 18, 2015

- Approved by Finance Committee

September 2014 - October 31, 2015

- No Change

May 2014

- Reviewing new technologies related to AV and recording systems.

Impact on Operating Budget:

- \$70,000 annual maintenance cost

Comments:

- Financials updated through March 31, 2016



AV Equipment -Board and Conference Rooms

Project Start Date	Pending	Est. Completion	Pending	Percent Complete (total invoices paid)	0%
Project Manager	Debbie Woodward	Department	Information Technology	Project Location	n/a



Project Total	\$136,905
Invoices Paid to Date	\$0
Open Purchase Orders	\$0
Remaining Balance	\$136,905

Project Description:

- This project is to redesign and replace the current audio video and recording system. Which would replace the outdated equipment and offer more functions for the recording of meetings. Additional feature will include live video/audio streaming for the boardroom.

Project Useful 5 Year
DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X723	\$136,905	\$0	\$0	\$136,905
Total	\$136,905	\$0	\$0	\$136,905

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
IFB Scope Development			
IFP Out for Bid			
PSTA Board Review/Approval	12/9/15		12/9/15
Award Execution			
Install Start Date			
Project Complete			

Project Status:

March 2016

- Vendor search ongoing.

February 2016

- Collaborative Solutions the vendor selected for the project is no longer in business in Florida. Working with Purchasing and legal on doing a piggy back contract with a new vendor.

January 2016

- No Change

November 18, 2015

- Approved by Finance Committee

September 2014 - October 31, 2015

- No Change

May 2014

- Reviewing new technologies related to AV and recording systems.

Impact on Operating Budget:

- \$70,000 annual maintenance cost

Comments:

- Financials updated through March 31, 2016



		BUDGET	INVOICES PAID	OPEN PO's	BALANCE	STATUS
Facilities						
Furniture (Tables, chairs, appliances)	689 & 841	195,777	100,960	0	94,817	To be used as needed
Scherer Drive Rehab	FL 90-X841	80,000	0	312	79,688	To be used as needed
Total Facilities Expenses		275,777	100,960	312	174,505	
Technology						
Computer Hardware						
Laptops	689 & 783	32,639	16,945	0	15,694	Future Projects
Misc. Computer Hardware	FL 90-X689	72,279	71,767	512	0	
Printers	689 & 758	85,249	16,648	0	68,601	Future Projects
Replacement Work Stations	689 & 758	120,856	114,940	0	5,916	Future Projects
Misc. Server Equipment	FL 90-X723	200,000	28,518	0	171,482	
PSTA Campus 10-GIG Ethernet Fiber Upgrade	FL 90-X723	60,000	19,998	0	40,002	
UPS Upgrades	FL 90-X783	18,000	1,457	0	16,543	Future Projects
Computer Software						
Misc. Computer Software	689, 723 & 758	93,818	31,279	0	62,539	Future Projects
Microsoft Office Professional VL 20XX	FL 90-X783	38,100	0	0	38,100	Future Projects
Total Computer Hardware & Software Expenses		720,941	301,553	512	418,876	
Employee Training & 3rd Party Contracts						
Employee Education	811 & 841	40,000	12,805	0	27,195	To be used as needed
Total Employee Training & 3rd Party Contracts Expense		40,000	12,805	0	27,195	
Miscellaneous						
Fare Media Project	FL 90-X723	39,000	0	0	39,000	
In-Person Assesments & Travel Training	FL 90-X873	21,312	4,506	16,806	0	
Miscellaneous Support Equipment	689, 723	315,506	63,747	0	251,759	Future Projects
Revenue Room Equipment	723, & 841	60,000	16,790	0	43,210	
Short Range Planning - Planners	FL 90-X841	175,000	148,753	0	26,247	
Total Miscellaneous Expenses		610,818	233,796	16,806	360,216	
Future Projects Total		1,647,536	649,113	17,630	980,793	

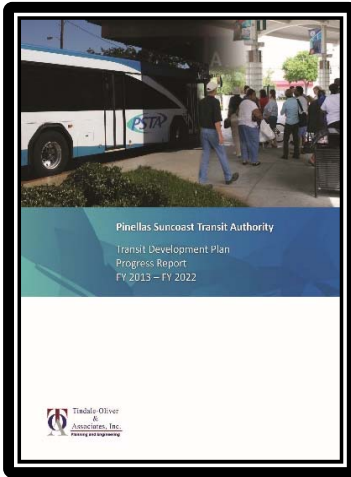
• Financials updated through March 31, 2016

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Short Range Planning - Consultant

Project Start Date	Continuous	Est. Completion	Continuous	Percent Complete (total invoices paid)	53%
Project Manager	Cassandra Borchers	Department	Planning	Project Location	n/a



Project Total	\$1,097,458
Invoices Paid to Date	\$586,801
Open Purchase Orders	\$58,177
Remaining Balance	\$452,479

Project Description:

- PSTA will need specialized expertise from a General Planning Consultant for assistance on various PSTA projects, including but not limited to, the Transit Development Plan (TDP), NEPA environmental reviews, rider surveys, and system/route analysis.

Project Useful N/A
DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X758 (FY2011)	\$298,764	\$295,469	\$0	\$3,295
FL 90-X783 (FY 2012)	\$108,694	\$61,871	\$16,700	\$30,123
FL 90-X811(FY 2013)	\$200,000	\$152,348	\$0	\$47,651
FL 90-X841 (FY 2014)	\$290,000	\$77,113	\$41,477	\$171,410
FL 90-X873 (FY 2016)	\$200,000	\$0	\$0	\$200,000
Total	\$1,097,458	\$586,801	\$58,177	\$452,479

HNTB	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X811 - Task Order #5	\$26,473	\$26,473	\$0	\$0
Total	\$26,473	\$26,473	\$0	\$0

Project Funding (Continued):

Tindale-Oliver & Associates	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X811 - Task Order #6	\$20,851	\$20,851	\$0	\$0
FL 90-X783 - Task Order #8	\$10,749	\$10,749	\$0	\$0
FL 90-X758 - Task Order #9	\$20,706	\$20,706	\$0	\$0
FL 90-X841 - Task Order #17	\$34,868	\$3,004	\$31,864	\$0
FL 90-X841 - Task Order #19	\$83,722	\$74,109	\$9,613	\$0
FL 90-X783 - Task Order #21	\$4,500	\$4,500	\$0	\$0
FL 90-X783 - Task Order #22	\$18,000	\$1,300	\$16,700	\$0
FL 90-X783 - Task Order #24	\$25,495	\$0	\$25,495	\$0
FL 90-X811- Task Order #24	\$22,066	\$0	\$22,066	\$0
Total	\$240,957	\$135,218	\$105,738	\$0

Project Status:

March 2015 - July 13, 2015

- PSTA staff developed a work plan for route redesign.
- PSTA staff issued a work order to TOA for TDP support including development on initial route redesign alternatives.
- H.W. Lochner began review of Gandy Blvd roadway design plans for future transit accommodations.
- PSTA and the City of St. Petersburg staff will meet with PB and finalize the scope regarding study to evaluate options for relocating William Park and downtown circulation..

September 2014 - February 2015

- PSTA's Transit Development Plan (TDP) has been finalized.
- Staff developed a scope of work and schedule for the Transit Development Plan (TDP) major update due September 2015. and identified components to be done by Tindale, Oliver, & Associates (TOA).
- Staff issued a work order to Tindale-Oliver & Associates (H.W. Lochner) for support in reviewing FDOT roadway
- PSTA finalized the Greenlight website redesign.
- Bacon Group Architecture conducted site visits and developed a final punch list for the Pinellas Park Transit Center.
- PSTA procured a 3rd GSC, Parous Brinkerhoff (PB).

May 2014 - August 2014

- PSTA has issued a General Services Consultant contracts with Tindale-Oliver & Associated (TOA) and HNTB.
- Staff has developed a scope for the annual update of the Transit Development Plan (TDP) and has identified components to be done by Tindale, Oliver & Associates (TOA).
- Tindale, Oliver & Associated (TOA) began work on the Transit Development Plan (TDP).
- HNTB began Greenlight Pinellas Plan analysis support.

Comments:

- Financials updated through March 31, 2016



Central Avenue Bus Rapid Transit

Project Start Date	March 2016	Est. Completion	September 2018	Percent Complete (total invoices paid)	0%
Project Manager	Heather Sobush	Department	Planning	Project Location	Central Avenue



PSTA Board Project Authorization	\$700,000
Invoices Paid To Date	\$0
Open Purchase Orders	\$190,887
Remaining Balance	\$509,113

Project Description:

- Project Development Project for the Central Avenue Bus Rapid Transit in accordance with federal guidelines for the FTA's Capital Investment Grant Program.

Project Useful N/A
DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
General Reserve Funds	\$200,000	\$0	\$190,887	\$9,113
FDOT	\$500,000	\$0	\$0	\$500,000
Total	\$700,000	\$0	\$190,887	\$509,113

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Task 1 - Project Initiation & Corridor Analysis	1/31/17		
Task 2 - Conceptual Design & Environment Effects	6/30/17		
Task 3 - Documentation & FTA Small Starts submittal	12/31/17		

Project Status:

March 2016

- Task 1 started with purchase order creation and work begins with consultants.

Impact on Operating Budget:

- TBD

Comments:

- Financials updated through March 31, 2016



HASTUS Core Upgrade

Project Start Date	March 2016	Est. Completion	May 2017	Percent Complete (total invoices paid)	0%
Project Manager	Christine McFadden	Department	Planning	Project Location	n/a



Project Total	\$477,018
Invoices Paid to Date	\$0
Open Purchase Orders	\$0
Remaining Balance	\$477,018

Project Description:

- This project is upgrades of several modules for Scheduling, Planning and Transportation.

Project Useful

5 Years

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 90-X873	\$477,018	\$0	\$0	\$477,018
	\$477,018	\$0	\$0	\$477,018

Project Milestones (2014 Vehicle Order)

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Notice to Proceed	4/11/16		
Delivery of Project Schedule	5/23/16		
Delivery of Customized & Configured Scheduling Modules	11/30/16		
Delivery of Customized & Configured Daily Operations Modules	2/28/17		
Project Complete	5/31/17		

Project Status:

March 2016

- Contract secured for GIRO to move forward with processing of purchase order.

Impact on Operating Budget:

- Increase in annual maintenance costs.

Comments:

- Financials updated through March 31, 2016

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AA/Howard Frankland Bridge Study PD&E and Transit Corridor Evaluation

Project Start Date	July 2010	Est. Completion	June 2016	Percent Complete (total invoices paid)	89%
Project Manager	Heather Sobush	Department	Planning	Project Location	Howard Frankland



Project Total	\$2,191,740
Invoices Paid to Date	\$1,956,630
Open Purchase Orders	\$235,110
Remaining Balance	(\$0)

Project Description:

- Northbound Bridge Replacement PD&E Study and Regional Transit Corridor Evaluation.
- Includes an examination of engineering constraints and feasible alternatives to accommodate transit in the design of the replacement bridge, or determine if a new structure would be required

Project Useful N/A
DBE Participation: 12.4%

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 17-X001	\$191,740	\$191,740	\$0	\$0
Pinellas County MPO	\$500,000	\$500,000	\$0	\$0
FL 17-X001	\$1,000,205	\$1,000,205	\$0	\$0
PSTA Reserves	\$499,795	\$264,685	\$235,110	\$0
Total	\$2,191,740	\$1,956,630	\$235,110	\$0

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
RFP/IFB Out for Bid	January 2010		January 2010
Award Execution	March 2010		March 2010
Project Complete/Final Report	December 2013	April 2016	
Final Invoice	March 2015	June 2016	

Project Status:**March 2016**

- Received December 31, 2015 invoice.

January 2016

- Awaiting invoice for December 31, 2015.

October 30, 2015

- All invoices for FY 2015 have been received

August 2015

- Awaiting FDOT invoice for quarter ending 06/30/2015

October 2014 - July 13, 2015

- On going coordination with FDOT.

September 2014

- Categorical Exclusion, Wetland Evaluation, Cultural Resources Evaluation, and draft Preliminary Engineering reports have been submitted and are available on the project website at http://hfbs.fdotd7studies.com/project_documents.html. The project is being coordinated with the Express Lanes study of the I-275 corridor.

May 2014

- Two public meetings were held (one on each side of the bay) in Fall 2013 to get input on the recommended bridge replacement alternative.
- Transit corridor evaluation is currently being coordinated with FDOT's Express Lane study.
- FDOT committed to designing a bridge to accommodate future public transit including light rail technology.

Impact on Operating Budget:

- Minimal staff time to review project reports.

Comments:

- Financials updated through March 31, 2016



Clearwater Downtown Intermodal Terminal

Project Start Date	Pending	Est. Completion	Pending	Percent Complete (total invoices paid)	1%
Project Manager	Chris Cochran	Department	Planning	Project Location	Downtown Clearwater



PSTA Board Project Authorization	\$1,250,000
Invoices Paid To Date	\$11,438
Open Purchase Orders	\$0
Remaining Balance	\$1,238,562

Project Description:

- Preliminary Engineering, NEPA documents, Financial Plan, and Final Design for an Intermodal Terminal in downtown Clearwater to replace PSTA's Park Street Terminal.

Project Useful N/A
DBE Participation: TBD

Project Funding:

Funding Source	Budget	Invoices Paid	Open Purchase Orders	Remaining Balance
FL 04-0135	\$1,250,000	\$11,438	\$0	\$1,238,562
Total	\$1,250,000	\$11,438	\$0	\$1,238,562

Project Milestones

Milestones	Original Schedule	Recovery Schedule	Actual Schedule
Environmental Clearance (NEPA, Final Site Selection)	8/1/15		
RFP Out for Bid (Design/Prelim. Engineering Elements)	1/15/16		
PSTA Board Review/Approval	5/15/16		
Final Design Begins	6/15/16		
Preliminary Engineering Begins	3/15/17		
Project Complete	12/31/18		

Project Status:
 March 2016

- No new updates

January 2016

- Administrative time being charged to the grant; no other new developments.

October 30, 2015

- No new developments

May 2014

- Developed Scope for the Force Account to allow PSTA to conduct the selection process with consultant assistance as needed, and to oversee the NEPA process, financial plan, and project design.
- Staff met with the City of Clearwater to review initial site selection criteria and locations.
- In the process of project development schedule and public engagement plan.

September 2014

- No Change

October 2014

- Additional work will begin after November 4, 2014 Referendum.

November 2014 - August, 2015

- Discussions with the City of Clearwater about the Clearwater location and possible partnership.
- Site selections process continues.

Impact on Operating Budget:

- No impact on budget other than normal operating expenses.

Comments:

- Financials updated through March 31, 2016