

## CONTRACT

### AGREEMENT TO FURNISH Printing of Bus Departure Boards and Shelter System Maps

THIS AGREEMENT is made on August 24, 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 Dprint (aka Douglass Screen Printers, Inc.) ("Contractor"), a Company with its principal place of business located at 2710 New Tampa Hwy Lakeland, FL 33815 (collectively, the "Parties").

WHEREAS, PSTA issued an Invitation for Bid IFB 15-040B for Printing of Bus Departure Boards and Shelter System Maps on May 20, 2016 (the "IFB"); and

WHEREAS, Contractor submitted a Bid response to the IFB on or before, June 20, 2016 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded the IFB, at its Board of Directors Meeting on August 24, 2016.

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

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

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The "Contract Documents" shall mean and refer to this Agreement, the 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**), and Contractor's Response to the IFB (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 IFB
  - Exhibit B Federal Transit Administration Contract Clauses
  - Exhibit C Contractor's Response
3. **SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall provide Printing of Bus Departure Boards and Shelter System Maps in accordance with the specifications, tasks, and scope of work set forth in the IFB (the "Project"). Contractor acknowledges that it has read the specifications for the Project and understands them.
4. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and shall remain in

effect for three (3) years, and may be extended upon mutual written agreement of the Parties for up to two (2) additional one (1) year terms (each a "Extended Term").

## **5. TERMS OF PERFORMANCE.**

**5.01** Time for Completion. Contractor shall deliver the Project within ten (10) business days of the date of any purchase order placed by PSTA's Procurement Division.

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

**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** Reports: Contractor shall retain throughout the term of this Agreement and for three (3) years thereafter, all purchases and invoicing documentation, and shall make the records available for inspection by PSTA's representatives, by PSTA's internal and external auditors, and upon PSTA's request.

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

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

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

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

**6.01** Invoices. All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, including but not limited to the PSTA Purchase Order Number, and delivered to the following address:

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

Or via E-Mail: [Accountspayable@psta.net](mailto:Accountspayable@psta.net)

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

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

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

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

**6.06** Failure to Abide by DBE Requirements. Failure by Contractor to carry out the requirements of PSTA's DBE Program and the requirements of 49 CFR Part 26, and/or timely return of retainage, without just cause, is a material breach of this Agreement, which may result in PSTA withholding payment from Contractor until all delinquent payments have been made (no

interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as PSTA deems appropriate.

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

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

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

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

**8. WARRANTIES AND COVENANTS**

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

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

**9. ASSIGNABILITY AND SUBCONTRACTING**

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

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

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

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

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

9.05 Provision for Other Governmental Entities. Unless otherwise stated in Contractor's Response, Contractor agrees to make available to all government agencies, entities, departments, authorities, political subdivisions, counties, local school boards, special districts, transit authorities, municipalities, or other governmental agencies or authorities, the bid prices submitted on the same terms and conditions herein, should any said governmental entity desire to buy under this Agreement.

## **10. DELAY IN PERFORMANCE/FORCE MAJEURE**

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

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

10.03 Unavoidable Delay. If delivery of the Project, and all deliverables thereunder, is unavoidably delayed, PSTA may extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

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

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

## **11. TERMINATION OF AGREEMENT**

This Agreement may be terminated with or without cause in accordance with the provisions below.

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

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

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

11.04 Force Majeure. If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new

time for performance or treat the termination as if terminated without cause under Section 13(a) of this Agreement.

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

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

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

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

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

*12.03* Claims for Damages: Should either party suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten (10) days after the first observance of such injury or damage.

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

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

### **13. INDEMNIFICATION**

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

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

### **14. INSURANCE**

Before beginning work (including pre-staging personnel and material), the Contractor shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event the Contractor has Subcontractors perform any portion of the work in this contract, either the Contractor shall name those Subcontractors as "additional insurers" or each Subcontractors shall be required to have the same insurance requirements as the Contractor. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Contractor to maintain insurance

shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of A- as assigned by AM Best. If the Contractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, PSTA shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance with an insurance endorsement
- A Certified copy of the actual insurance policy.

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

Requirements – Commercial General Liability with, at minimum:

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

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

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 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)

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

- \$300,000 per Person
- \$500,000 per Occurrence

- \$200,000 Property Damage

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

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

**15. FEDERAL PROVISIONS** – As required by the Federal Transit Administration (FTA), the attached Exhibit B to this Agreement is hereby incorporated by reference as it set forth fully herein and contains required contractual provisions that apply to all work performed or products/equipment delivered under this Agreement which is funded by a grant from the United States of America. In addition, the following provisions apply to all work performed under this Agreement that is funded by a grant from the United States of America. As used in this Section, "the Government" shall mean and refer to the Federal government of the United States of America and "FTA" shall mean the Federal Transit Administration.

#### **16. MISCELLANEOUS PROVISIONS**

- 16.1** Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor and PSTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida; Tampa Division.
- 16.2** 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.
- 16.3** Public Records Requirements. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor acting on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by PSTA in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that PSTA would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to PSTA all public records in possession of the Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide PSTA with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to PSTA in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a public records request, PSTA may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone number:** \_\_\_\_\_ **E-mail address:** \_\_\_\_\_  
**Mailing address:** \_\_\_\_\_

16.4 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.

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

**To PSTA:**

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

**To Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With required copy to:**

Sangita Land  
Pinellas Suncoast Transit Authority  
3201 Scherer Drive  
St. Petersburg, FL 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.

16.6 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.

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

16.8 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.

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

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

CONTRACTOR:

By: \_\_\_\_\_  
Duly Authorized Designee

WITNESS:

By: \_\_\_\_\_

PSTA:

By: \_\_\_\_\_  
Brad Miller, CEO

Approved as to form:

By: \_\_\_\_\_  
Sangita Land, C.O.O.

**EXHIBIT "C"**  
**PRICING**

<b>Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Optional Year 4</b>	<b>Optional Year 5</b>
Large – 43.75" x 35"	\$29.49	\$29.49	\$30.37	\$30.37	\$30.97
Half 23" x 35"	\$15.24	\$15.24	\$15.70	\$15.70	\$16.00
System Maps – 23" x 35"	\$15.24	\$15.24	\$15.70	\$15.70	\$16.00
Spinfo – 8.5" x 24"	\$ 4.96	\$ 4.96	\$ 4.96	\$ 4.96	\$ 4.96
OSD 8.5" x 21"	\$ 4.96	\$ 4.96	\$ 4.96	\$ 4.96	\$ 4.96
Letter – 8.5" x 11"	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00