

Pinellas Suncoast Transit Authority (PSTA)  
**CONTRACT MODIFICATION**

1. CONTRACT NO.	2. MODIFICATION NO.	3. EFFECTIVE DATE	4. CONTRACTOR NAME
C-22-MT-002	#2	01/12/2022	BYD

**5. CONTRACT MODIFICATION:**

The contract identified above is modified as described in Block 8, pursuant to the terms and conditions of the contract. Except as modified herein, all other provisions of the contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

<b>6. AMOUNT OF THIS MODIFICATION:</b>	N/A	
<b>PRIOR CONTRACT AMOUNT:</b>	N/A	
<b>NEW CONTRACT AMOUNT:</b>	N/A	
<b>7. TERM OR PERIOD OF PERFORMANCE:</b>	N/A	
<b>PRIOR:</b>	N/A	
<b>NEW:</b>	N/A	

**8. DESCRIPTION OF MODIFICATION:**

This unilateral contract modification adds the Federal Clause for Section 39. Disputes. Breaches. Defaults, and Litigation to each contract (see attached list).

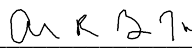
**Section 39. Disputes, Breaches, Defaults, and Litigation.**

*(b) Notification to FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

*(3) Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

At the time of award the vendors were determined to be responsible vendors and their pricing was considered Fair and Reasonable. In addition, they all have shown the capacity and ability to perform the work and were therefore eligible for award.

**10. PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)**

Alvin Burns; Director of Procurement <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Signature	1 / 11 / 22 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Date