

CONTRACT

CONTRACT TO FURNISH JANITORIAL SERVICES, JANITORIAL SUPPLIES, FLOOR MAINTENANCE, AND RELATED SERVICES

THIS CONTRACT is made on September 23, 2015, by and between the Pinellas Suncoast Transit Authority ("PSTA"), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and American Janitorial, Inc. ("Contractor"), a Florida Corporation with its principal place of business located at 87 N Central Avenue, Umatilla, FL 32784 (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 15-015P for Janitorial Services, Janitorial Supplies, Floor Maintenance, and Related Services on June 12, 2015 (the "RFP"); and

WHEREAS, Contractor submitted a Proposal to the RFP on July 20, 2015 ("Contractor's Response"); and

WHEREAS, PSTA's Board of Directors awarded this Contract to Contractor at its Board of Directors Meeting on September 23, 2015, for an amount as listed in Exhibit "B" (the "Contract Price"); and

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

NOW THEREFORE, the Parties in consideration of the mutual covenants and conditions set forth herein contained the receipt and 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 Contract, the RFP and all attachments including all duly executed and issued addenda (attached hereto as Exhibit A), the Best and Final Offer submitted by Contractor on August 28, 2015 (attached hereto as Exhibit B), and Contractor's Response (attached hereto as Exhibit C). All of the foregoing are incorporated herein by reference and are made a part of this Contract. In interpreting this Contract and resolving any ambiguities or conflicts between this Contract and the exhibits, this Contract takes precedence over the exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A	The RFP
Exhibit B	Best and Final Offer
Exhibit C	Contractor's Response

3. SCOPE OF SERVICES. Contractor, at the direction of PSTA, shall furnish janitorial services, janitorial supplies, floor maintenance and related services all as described and in accordance with the specifications, tasks, and scope of work set forth in the RFP (the "Services"). Contractor hereby acknowledges that it has read the specifications and understands them.
4. EFFECTIVE DATE AND TERM OF CONTRACT. This Contract shall become effective and commence on the date of award by PSTA's Board of Directors ("Effective Date") and shall remain in effect for three (3) years with firm fixed pricing. This Contract 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 Representatives. Prior to the start of any work under this Contract, Contractor 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. Such designation shall include the contact information (including phone numbers) of Contractor's representative.

5.02 Non-exclusive Contract. PSTA specifically reserves the right to contract with other entities for the services described in the Contract Documents or for the same similar services if it deems, in its sole discretion, such action to be in PSTA's best interest. PSTA may terminate any portion of the Services immediately upon written notice to Contractor at any time during this Contract without penalty or expense to PSTA and may contract with other entities for the terminated Services. In the event of such partial termination, Contractor shall continue to perform all other Services under this Contract on the same terms and conditions set forth in this Contract and at the same unit prices set forth in Exhibit B.

5.03 Reviews. Throughout this Contract, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor's work periodically without prior notice to monitor Contractor's work completed or progress.

5.04 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 Services. The Services and the work 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 Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor's company.

5.05 Compliance with Laws. Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Contract and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents 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.

6. COMPENSATION. In consideration of Contractor's faithful performance of the Contract Documents, PSTA agrees to pay Contractor at the rates set forth and attached as Exhibit B.

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
Contract Number:
3201 Scherer Drive
St. Petersburg, Florida 33716
Or E-Mail to : 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 will be paid.

7. MODIFICATION OF CONTRACT DOCUMENTS The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement signed by 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 Contractor under the Contract Documents. However, no such written order shall

serve to increase the Contract Price or to give Contractor any claim for monies above the Contract Price. 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 written order, Contractor shall notify PSTA within thirty (30) days in writing. In the case of an increase to the Contract Price, the written notice shall state in all capital, bold letters that PSTA's written order would result in an increase in the Contract Price. 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 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 this Contract, except for those changes which would increase the Contract Price.

7.03 No Increase in Costs. No services shall be performed or additional cost or fee will be charged by Contractor to PSTA prior written consent by PSTA.

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

8. WARRANTIES AND COVENANTS

8.01 Patent, Trademark, Copyright, and Trade Secret. Contractor warrants that the Services, and all goods and work 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 Contract. 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 Contract will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

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

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

9.01 Written Approval Required. The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written

consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

9.02 Responsibility for Subcontractor. 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 Contract; 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.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 Time of the Essence. The timely receipt of services and deliveries to PSTA is essential. If all deliverables are not received on time, PSTA may cancel the unfilled portion of this Contract 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 subcontractor ("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 completion of any requested service, 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 subcontractor, or its Contractors 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 Notification. Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of a requested service. 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 CONTRACT. This Contract 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 Contract without cause or penalty upon thirty (30) days' written notice to Contractor. If PSTA terminates this Contract 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 Contract with cause and without penalty 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 Contract 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 Contract.

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

11.04 Force Majeure. If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11(a) of this Contract.

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 Contract, PSTA shall notify Contractor of such occurrence and this Contract shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

11.06 Waiver. In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, 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 Contract.

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

12.01 Disputes. Contractor's disputes arising in the performance of this Contractor shall be decided in writing by PSTA's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.

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

12.03 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 Contract, 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.

12.04 Attorneys' Fees. In the event of legal action or other proceeding arising under this Contract, 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, Contractor 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 Contract, 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 Contract, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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 Contract and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party

claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

14. INSURANCE

14.01 Insurance. The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior and prior to the recommendations for award. Failure to provide insurance within a ten (10) day period following a determination or recommendation of the selected Contractor may result in PSTA vacating the original determination or recommendation and proceeding with the recommendation of the next responsive, responsible Contractor.

Before beginning work providing the requested Services, the Contractor shall obtain and maintain insurance at his expense. 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 of the Contractor has Subcontractors perform any portion of the work in this contract; either the Contractor shall name those Subcontractors as "additional insured" or each Subcontractor shall be required to have the same insurance requirements as the Contractor. Insurance must be maintained throughout the entire term of their contract, 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 the Contract. Delays in completing work resulting from failure of the Contractor to maintain insurance shall not extend deadlines. For projects with a "Completion Operation Exposure", the Contractor 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. Within ten (10) calendar days after the Contractor's receipt of notice of the award, the Contractor shall email properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of PSTA's Purchasing/Risk Management Department. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If the Contractor 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 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, 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 Contractor 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 contract. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the Authority, if requested by the Authority, Contractor shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified copy or certified copies of the policy or policies providing the coverage required herein. Contractor 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 Contractor's Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this contract 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 Contractor not maintain the insurance coverage's required of this Contract, PSTA may either cancel or suspend delivery of goods or services as required by Contractor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor for such coverage purchased. All contracted agencies 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 all contracted agencies to purchase such insurance coverage's shall in no way be construed to be a waiver of their 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 Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Contractor, the Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by the Contractor occurs, or alternately find the Contractor to be in default and takes over the protective measures as needed.

The insurance provided by Contractor 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 Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by Contractor 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 Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Contractor shall pay on behalf of the PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against the PSTA's their 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 Contractor and Contractor will ensure the compliance with any subcontractors.

- I. Service Project Specific Insurance Requirements - The Following policies and minimum coverage shall be maintained throughout the entire term of this contract 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:

Commercial General Liability Insurance: Including, but limited to, Independent Contractor, 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, their 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) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage

The minimum limits of \$1,000,000 per Occurrence

- \$3,000,000 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 contract. In addition, the period for which claims may be reported should extend for a minimum of three (3) years following the expiration of this contract.

Vehicle Liability Insurance - Recognizing that the work governed by the Contract Documents 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 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, the Contractor shall obtain Workers' Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. The Contractor 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:

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

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 Contractor, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

- \$1,000,000 per occurrence
- \$3,000,000 Aggregate

If coverage is provided on a claims made basis, the Contractor agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least three (3) years following the conclusion of this contract, or purchase an extended claims reporting period of three (3) years following the expiration of this contract.

15.02 ACCESS TO RECORDS.

- a. In accordance with 49 U.S.C. Section 5325(a), Contractor agrees to provide PSTA, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of Contractor which are directly pertinent to this Contract, for the purposes of making audits, examinations, excerpts and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until PSTA, the U.S. Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

15.03 REPORTS AND RECORD RETENTION.

- a. Reports: Contractor agrees to provide to the Federal Transit Administration those reports required by U.S. DOT's grant management rules and any other reports the federal government may require.
- b. Record Retention: Contractor agrees that, during the course of the Services and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Services as the federal government may require for the Services.

15.04 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS.

CONTRACTOR ACKNOWLEDGES AND AGREES AS FOLLOWS:

- a. Contractor recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Services. Accordingly, by signing the contract, Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Contractor to the extent the federal government deems appropriate.

- b. Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. section 5307, the Government reserves the right to impose on Contractor the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1).

15.05 DEBARMENT AND SUSPENSION.

Contractor agrees to comply with U. S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of Contractor to submit the Certification Of Primary Contractor Regarding Debarment, Suspension, And Other Responsibility Matter for all projects when the total aggregate value of the Contract exceeds \$100,000 and to submit a Certification Of Lower Tier Participation Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions for each Subcontractor which will have a financial interest in the Services provided hereunder which exceeds \$25,000 or will have a critical influence on or a substantive control over the Services.

- a. During the term of this Contract, Contractor agrees to immediately notify PSTA of any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract; and any information that its certification or certification of its subcontractors was erroneous when submitted; and any information that certifications have become erroneous by reason of changed circumstances.
- b. Contractor shall submit with each request for payment a list of all subcontractors performing work under the Contract Documents which have a financial interest in the Services which exceeds \$25,000 or have had a critical influence on or substantive control over the Services and submit evidence that the appropriate certificate has been submitted and that they remain valid.
- c. PSTA will not make payment to Contractor or a Subcontractor that does not comply with this Section, or is not in compliance with the above-cited federal requirements.

15.11 Civil Rights Requirements.

- a. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, 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, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:
 - i. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor 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 Services. Contractor 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, Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor 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, Contractor agrees to comply with any implementing requirements FTA may issue.
- iv. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15.12 ACCESS FOR INDIVIDUALS WITH DISABILITIES.

PSTA and Contractor agree to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. PSTA and Contractor also agree to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, PSTA and Contractor agree to comply with applicable implementing Federal regulations any later amendments thereto, and agree to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

16. MISCELLANEOUS PROVISIONS.

16.01 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor and PSTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County,

Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, and Tampa Division.

166.02 Entire Contract. The Contract Documents, including all exhibits, constitute the entire [Contract agreement](#) between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, Contracts, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

166.03 Notices. All notices required or made pursuant to this Contract 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:
Alan S. Zimmet, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section [165.03](#).

166.04 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.

166.05 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.

166.06 Headings and Section References. 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.

166.07 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 parties executing this Contract have full power and authority to bind their respective parties to the terms hereof.

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

CONTRACTOR:

By: _____
Duly Authorized Designee

PSTA:

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Alan S. Zimmet, General Counsel

EXHIBIT A
The RFP

EXHIBIT "B"
BEST AND FINAL OFFER

Janitorial Services for Terminals			
Site Location	Annual Cost - Year 1	Annual Cost - Year 2	Annual Cost - Year 3
Grand Central Station	\$38,053.79	\$38,053.79	\$38,053.79
Park Street Terminal	\$29,492.51	\$29,492.51	\$29,492.51
Williams Park Terminal	\$23,071.55	\$23,071.55	\$23,071.55
Pressure Washing (Sem-Annual)	\$1,500.00	\$1,500.00	\$1,500.00

Janitorial Services for Terminals (Optional Years)		
Site Location	Annual Cost - Year 4	Annual Cost - Year 5
Grand Central Station	\$38,053.79	\$38,053.79
Park Street Terminal	\$29,492.51	\$29,492.51
Williams Park Terminal	\$23,071.55	\$23,071.55
Pressure Washing (Semi-Annual)	\$1,500.00	\$1,500.00

Floor Maintenance					
Site Location	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Optional Year 4 Annual Cost	Optional Year 5 Annual Cost
Administration Building	\$7,310.98	\$7,310.98	\$7,310.98	\$7,310.98	\$7,310.98
Maintenance Building	\$2,746.28	\$2,746.28	\$2,746.28	\$2,746.28	\$2,746.28
Transportation Building	\$17,566.10	\$17,566.10	\$17,566.10	\$17,566.10	\$17,566.10
All Elevators	\$1,562.75	\$1,562.75	\$1,562.75	\$1,562.75	\$1,562.75
Fuel Building	\$1,818.42	\$1,818.42	\$1,818.42	\$1,818.42	\$1,818.42
Revenue Building	\$1,818.42	\$1,818.42	\$1,818.42	\$1,818.42	\$1,818.42
Williams Park Terminal	\$587.18	\$587.18	\$587.18	\$587.18	\$587.18
Park Street Terminal	\$587.18	\$587.18	\$587.18	\$587.18	\$587.18
Grand Central Terminal	\$918.69	\$918.69	\$918.69	\$918.69	\$918.69
Pinellas Park Transfer Center	\$587.18	\$587.18	\$587.18	\$587.18	\$587.18

Bus Shelter Cleaning Services					
Shelter Type	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Optional Annual Cost Year 4	Optional Annual Cost Year 5
Small Shelter (4'x8'') (Four (4) 4' Panels)	\$71,066.85	\$71,066.85	\$71,066.85	\$71,066.85	\$71,066.85
Medium Shelter (8X12) (Seven (7) 4' Panels)	\$11,482.42	\$11,482.42	\$11,482.42	\$11,482.42	\$11,482.42
Large Shelter (12x12) (Nine (9) 4' Panels)	\$9,930.74	\$9,930.74	\$9,930.74	\$9,930.74	\$9,930.74
Bus Stop Cleaning Services					
Based on Mowing & Trash Removal	\$165,920.00	\$165,920.00	\$165,920.00	\$165,920.00	\$165,920.00
Based On Trash Removal Only	\$84,320.00	\$84,320.00	\$84,320.00	\$84,320.00	\$84,320.00
Based On Mowing Only	\$81,600.00	\$81,600.00	\$81,600.00	\$81,600.00	\$81,600.00
Pressure Washing Service					
Small Shelter (4'x8'') (Four (4) 4' Panels)	\$12,648.00	\$12,648.00	\$12,648.00	\$12,648.00	\$12,648.00
Medium Shelter (8X12) (Seven (7) 4' Panels)	\$544.00	\$544.00	\$544.00	\$544.00	\$544.00
Large Shelter (12x12) (Nine (9) 4' Panels)	\$408.00	\$408.00	\$408.00	\$408.00	\$408.00

EXHIBIT C
Contractor's Response