

RENEWED AND RESTATED
COASTAL ROUTE FUNDING AGREEMENT

THIS RENEWED AND RESTATED COASTAL ROUTE FUNDING AGREEMENT (Agreement) is entered into on this 1st day of October, 2022, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district, with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 (**PSTA**), and the CITY OF CLEARWATER DOWNTOWN DEVELOPMENT BOARD, a special taxing district of the City of Clearwater, with its principal place of business located at 600 Cleveland Street, Suite 600, Clearwater, FL 33755 (**Clearwater DDB**), the CITY OF TARPON SPRINGS, a municipal corporation with its principal place of business located at 324 East Pine Street, Tarpon Springs, FL 34689 (**Tarpon Springs**), the CITY OF DUNEDIN, a municipal corporation with principal place of business located at 542 Main Street, Dunedin, FL 34698 (**Dunedin**), and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida with its principal place of business located at 315 Court Street, Clearwater, FL 33756 (**Pinellas County**)(collectively, the **Parties**) to amend and renew that certain Coastal Route Funding Agreement entered into by the Parties on September 26, 2016 as amended by that certain First Amendment effective October 1, 2017 and that certain Second Amendment effective October 1, 2018, as ratified (the **Original Agreement**).

WHEREAS, pursuant to the Agreement, Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County have been contributing funding to PSTA to supplement fixed route trolley services along the Coastal Route as further described and defined therein; and

WHEREAS, PSTA has renewed and entered into a new agreement with Jolley Trolley Transportation of Clearwater, Inc. to continue to provide fixed route trolley services along the Coastal Route as further described and defined therein, which is effective through September 30, 2032 (the **Jolley Trolley Agreement**), a true and accurate copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, the Parties desire to restate, renew, and continue the Original Agreement as provided herein at the contribution rates established by the Coastal Route Summary of Proposed Funding Formula, a true and accurate copy of which is attached hereto as **Exhibit 2**); and

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall each contribute toward PSTA's financial obligations under the Jolley Trolley Agreement for the actual revenue hours provided along the Coastal Route for a three (3) year term beginning October 1, 2022 (the Initial Term). This Agreement may be renewed upon mutual written agreement of the Parties for one (1) additional two (2) year term and may thereafter be renewed by mutual written agreement for the

duration of the Jolley Trolley Agreement (the Term). PSTA will send an invoice to each of the Parties no later than the fifteenth (15th) day of the month immediately following the month during which fixed route trolley services were provided along the Coastal Route. Each invoice shall be based on actual revenue hours provided by the Jolley Trolley for the Coast Route service. Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County shall remit payment on the fifteenth (15th) day of the month following receipt of such invoice. For the fiscal year beginning October 1, 2022 and ending September 30, 2023, the funding contribution amount shall not exceed the following amounts:

Clearwater DDB	\$20,466
Tarpon Springs	\$53,058
Dunedin	\$53,058
Pinellas County	\$53,058

2.1 The rates set forth in this Section 2 shall increase annually by six and four tenths percent (6.40%) each year from October 1, 2023 through the entire Term of this Agreement, as set forth in **Exhibit 2** attached hereto.

2.2 In the event any party fails to renew this Agreement beyond the Initial Term, PSTA may cancel this Agreement and terminate the Trolley Services.

3. If Clearwater DDB, Tarpon Springs, Dunedin, or Pinellas County, in its respective sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due under this Agreement, that party shall notify PSTA of the occurrence and this Agreement shall terminate as to that party on the last day of the then current fiscal period. If Clearwater DDB, Tarpon Springs, Dunedin, and Pinellas County individually or collectively fail to appropriate funds or fail to make the payments provided in Section 2 above, PSTA may reduce or eliminate the Jolley Trolley Coastal Route service.
4. The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof. Nothing contained herein shall be construed to limit or waive any of PSTA’s rights under the Jolley Trolley Agreement.
5. This Agreement shall be effective October 1, 2022 (the **Effective Date**) and shall continue in full force and effect for the Term. To the extent that this Agreement conflicts with the Original Agreement, the provisions of this Agreement shall govern.
6. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties’ legal signatures on this Agreement and

shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

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


**PINELLAS SUNCOAST TRANSIT
AUTHORITY**

ATTEST:

Rachael Cappolla
Rachael Cappolla


Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

 **For**
General Counsel



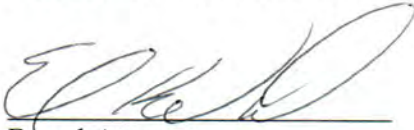
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**CITY OF CLEARWATER DOWNTOWN
DEVELOPMENT BOARD**

By: _____
Chairman



APPROVED AS TO FORM:

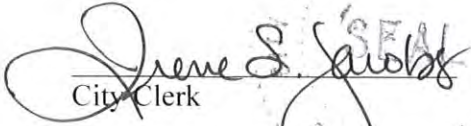


Board Attorney

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CITY OF TARPON SPRINGS

ATTEST:


City Clerk



By: 
City Manager

By: 
Mayor

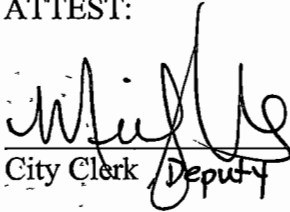
APPROVED AS TO FORM:


City Attorney


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CITY OF DUNEDIN

ATTEST:




City Clerk Deputy

By: 

City Manager

APPROVED AS TO FORM:



City Attorney

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PINELLAS COUNTY, FLORIDA



By: _____
County Administrator

ATTEST:
~~KEN BURKE, Clerk of Court~~
~~XXXXXXXXXXXXXXXXXX~~

Della Klug
~~XXXXXXXX~~

APPROVED AS TO FORM:

Brendan Mackesey
Office of the County Attorney

EXHIBIT 1

AGREEMENT FOR TROLLEY OPERATIONS AND RELATED SERVICES

THIS AGREEMENT FOR TROLLEY OPERATIONS AND RELATED SERVICES ("Agreement") is entered into on this 10th day of June 2021 (the "Execution Date"), by and between Pinellas Suncoast Transit Authority, an independent special district ("PSTA"), with its principal place of business at 3201 Scherer Drive, St. Petersburg, FL 33716, and Jolley Trolley Transportation of Clearwater, Inc. ("Contractor"), with its principal place of business located at 410 North Myrtle Avenue, Clearwater, Florida 33755 (collectively referred to as the "Parties").

WHEREAS, PSTA's Board of Directors has waived the requirement of PSTA's procurement policy that the services being sought in this Agreement be competitively procured; and

WHEREAS, PSTA is firmly committed to emission reductions in its transportation operations and is continuously exploring the long-term electrification opportunities of its fleet and infrastructure; and

WHEREAS, a favorable regulatory environment, the availability of federal and state funding, and the advancement and availability of electronic vehicle technology ("EV") are making it easier and cost-effective for transit agencies to deploy electric buses, vehicles, and related infrastructure; and

WHEREAS, electrifying an entire fleet is a complex transition that requires appropriate planning and cooperation of all PSTA's partners, such as Contractor; and

WHEREAS, the Parties wish to work to electrify Contractor's fleet of trolleys used on PSTA service.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **SCOPE OF WORK.** Contractor shall provide trolley operations and related services in accordance with the specifications, tasks, and scope of services set forth in **Exhibit 1** to this Agreement (the "Services"). Contractor acknowledges that it has read the specification for the Services and understands them. Nothing contained in this Agreement or any of its exhibits or attachments shall be construed as a guarantee or implication as to any minimum quantity of services that Contractor will provide or for which it will be compensated. It is further understood and agreed by the Parties that Contractor, in the performance of the Services, is subject to the control and direction of PSTA as to the designation of tasks to be performed and the results to be accomplished for the Services, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use PSTA facilities, space, equipment or support services in the performance of the Services, this use shall be at Contractor's sole discretion based on Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contractor, PSTA does not require that Contractor use PSTA facilities, equipment or support services or work in PSTA locations in the performance of the Services.
3. **TERM OF AGREEMENT.** This Agreement shall commence and be effective on October 1, 2022 (hereinafter the "Effective Date") and shall remain in effect for ten (10) years, terminating on September 30, 2032, unless terminated sooner as provided herein ("Contract Term"). A "Term Year" shall mean each

twelve (12) month period commencing on October 1 and ending on September 30 of each year during the term of the Agreement.

4. TERMS OF PERFORMANCE.

4.01 *Time for Performance.* Contractor shall begin providing the Services on the Effective Date and shall continue throughout the Contract Term. Time is of the essence in performing the Services under this Agreement.

4.02 *Representatives; Relationship of Parties.* Prior to the start of any work under this Agreement, 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 Agreement, to PSTA in writing ("Contractor's Representative"). 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 Agreement ("PSTA's Project Manager"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority. The Parties acknowledge that the relationship created by this Agreement is of independent contractors and neither party shall have the ability or authority to bind the other party to any other contract or obligation. Contractor shall have no authority to and shall not pledge PSTA's credit or in any way render PSTA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

4.03 *Non-exclusive contract.* PSTA specifically reserves the right to contract with other entities for the Services or for similar services and products if it deems, in its sole discretion, such action to be in PSTA's best interest. Contractor may also perform services for additional persons or companies, in Contractor's discretion.

4.04 *Licenses and Permits.* Contractor shall secure all necessary licenses and permits that may be necessary to perform the Services under this Agreement. PSTA shall not be held responsible in the event Contractor fails to meet any local or state regulation, or to secure any permits or licenses required to provide the Services under this Agreement. Any such failure shall be considered a material breach of the terms and conditions of this Agreement.

4.05 *Contractor Responsibility.* Contractor shall provide Services of first quality in accordance with customary standards of the industries involved in the Services. The Services 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 providing the Services. Contractor represents and warrants that it has no obligations or indebtedness that would impair its ability to perform the Services under this Agreement.

4.06 *Compliance with Laws.* Contractor shall be solely responsible for being familiar with and complying with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including but not limited to those set forth in this Agreement, and that, in any manner, could bear on the Services including, but not limited to, data privacy laws, all rules and regulations related to safety and compliance therewith including but not limited to those applicable to conflict of interest and collusion, Executive Order No. 11246 entitled "Equal Employment

Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60). PSTA and PSTA’s Project Manager will communicate directly with Contractor’s Representative and shall have no authority to direct, oversee, or instruct Contractor’s employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Agreement shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

4.07 *Suspension of Services.* PSTA may, in its sole discretion, suspend or delay all or part of the Services provided by Contractor under this Agreement upon written notice to the Contractor. Such notice shall specify the nature and expected duration of the suspension or delay. Contractor shall resume providing services upon written direction from PSTA.

4.08 *Transitioning to a Subsequent Contractor.* Contractor shall cooperate and participate in transitioning the Services to a new subsequent contractor upon termination or expiration of this Agreement. Contractor shall participate in meetings with PSTA and the other contractors, transfer records, and take all other actions necessary to transition its duties no less than one hundred twenty (120) calendar days prior to the start of services provided by a new contractor (the “Transition Period”). Contractor shall participate in the smooth transition of the Services to ensure that the transition results in minimum disruption of the Services and PSTA’s operations. During the Transition Period, Contractor shall comply with all of PSTA’s requests related to the transition and in the timeframe designated by PSTA.

5. **COMPENSATION.** In consideration of Contractor’s faithful performance of the Services, PSTA agrees to pay Contractor on a per revenue hour basis according to the costs and methods set forth in **Exhibit 3**, as reduced by any deductions for late trips, missed trips, hold times, and/or erroneous reporting, and any Liquidated Damages pursuant to section 12.04 of this Agreement, all as determined by PSTA. Total costs per revenue hour and any discounts shall be held firm throughout the duration of the Contract Term and any Extension Terms, unless otherwise agreed upon in writing by the Parties. The total amount of compensation paid to Contractor pursuant to this Agreement shall not exceed Thirty-Nine Million Dollars (\$39,000,000). **Exhibit 2** identifies Contractor’s fixed costs, which PSTA will make a monthly payment prior to the first of each month, and Contractor’s variable costs as identified in Exhibit 3, which will be the basis of a payment made by PSTA after the end of each month based on the service provided by Contractor in the prior month. Each Term Year during the term of this Agreement, the Parties will mutually agree to the Contractor’s fixed costs for the upcoming Term Year, which will be reduced accordingly to account for any Electric Trolleys provided by PSTA to Contractor pursuant to Paragraph 16 of **Exhibit 1**, Scope of Services. An amount equal to the cost of an equivalent diesel trolley for the Term Year according to the vehicle replacement schedule in Exhibit 2 shall be deducted from the Contractor’s fixed costs paid by PSTA in equal amounts over the ensuing twelve (12) months after Contractor’s receipt of the Electric Trolley provided by PSTA. (As an example, assume that PSTA’s fixed cost payments to the Contractor are \$200,000 due on the first of every month. PSTA provides an Electric Trolley to the Contractor in the third Term Year when the cost of replacing an equivalent diesel trolley is \$240,000. In the subsequent 12 months, PSTA’s fixed price payments will be reduced from \$200,000 to \$180,000 ($\$240,000 / 12 \text{ months} = \$20,000$) for the following 12 months. After those 12 months expire, the fixed price payments return to \$200,000). Any Electric Trolleys provided by PSTA to Contractor pursuant to Paragraph 16 of Exhibit 1, Scope of Services, shall include the provision of a depot charging unit for each Electric Trolley.

Contractor will install the depot charging units at existing conduit installed at base of operation at Contractor's expense.

5.01 *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

5.02 *Payment Due Date.* All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date is calculated from the time PSTA Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date.

5.03 *Disputed Invoices.* In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. Contractor shall have thirty (30) days from the date of payment to challenge any payments from PSTA.

5.04 *Tax-exempt.* PSTA does not pay sales or use tax and will provide sales tax exemption certificate at the written request of Contractor, where necessary.

5.05 *Billing Documentation.* In addition to all billing requirements and documentation required for compensation under this Agreement, PSTA will provide to Contractor a maximum number of monthly revenue hours and maximum amount of additional "plug" revenue hours that may be used throughout the applicable fiscal year. The maximum provided by PSTA is an estimate only and Contractor shall only be compensated for actual revenue hours completed in any given month. Additionally, Contractor shall not be eligible for any compensation above the maximum number of annual revenue hours provided by PSTA unless Contractor: (1) notifies PSTA as soon as it is aware, or should be aware, that additional hours will be required; and (2) submits sufficient backup and documentation justifying any increase in revenue hours. The approval of such additional hours shall be in the sole and absolute discretion of PSTA.

6. COVENANTS AGAINST GRATUITIES.

6.01 *Contractor Gratuities.* Contractor warrants that it 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 Contractor's performance under this Agreement.

6.02 *Driver Requirements.* Contractor shall prohibit and ensure that no representative, employee, contractor, driver, or any person providing the Services under this Agreement shall not solicit any gratuity, tip, or compensation from any rider who is receiving Services provided under this Agreement.

7. ASSIGNABILITY; SUBCONTRACTING; EMPLOYEES.

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

7.01 *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.

7.02 *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 assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Contractor shall require all subcontractors performing or contributing to the Services under this Agreement to keep written records in reasonable detail of all services performed and to maintain all books, data information and records in a form that will support the subcontractor's invoice billed to the Contractor.

7.03 *Assignment by PSTA.* PSTA may assign its rights and obligations under the Agreement 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.

7.04 *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 Agreement.

7.05 *Employees.* Contractor is an independent contractor and no relationship of employer-employee exists between the Parties for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable as employees of PSTA. PSTA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. Contractor shall be solely responsible for paying all of its subcontractors, employees, payroll taxes, and/or benefits. If, in performing the Services, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors. Contractor shall be solely

responsible for satisfying all obligations that may be owed its employees, whether derived from statute, regulation or agreement, throughout this Agreement and after expiration or termination of this Agreement, however terminated.

7.06 *Criminal History Checks.* Contractor shall ensure that all employees, subcontractors, and subcontractor employees have completed a fingerprint based criminal history check, which shall include Level 2 Background Screening pursuant to section 435.04, Florida Statutes. Contractor shall not charge any additional fees or expenses for such background checks.

10. DELAY IN PERFORMANCE/FORCE MAJEURE.

10.01 *Time of the Essence.* Time is of the essence for all Services provided under this Agreement. If Contractor fails to promptly provide the Services under this Agreement, PSTA may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

10.02 *Force Majeure.* Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party. Notwithstanding the foregoing, Force Majeure shall not include strikes or labor disputes.

10.03 *Unavoidable Delay.* In the event there is a delay in performance that is not reasonably expected to occur, including but not limited to delays in connection with Contractor's suppliers or agent thereof, that are substantial enough to cause delay of Services to PSTA, Contractor shall notify PSTA immediately and in no event more than ten (10) days of Contractor being made aware that such event has occurred, or when Contractor should be aware that such event has occurred, and request extended time for completion. PSTA shall review the request and determine whether it is appropriate. PSTA shall respond to Contractor in writing within ten (10) days of receipt of Contractor's request for extension and, if granted, shall extend the time for completion for the determined number of days attributable to the unavoidable delay. Contractor shall not be entitled to any damages or compensation and shall not be reimbursed by PSTA for losses on account of delays or hindrances resulting from any cause including, but not limited to, any actions which result in change in scheduling, changes in the scope of services, or increases in the cost of performing the Services.

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 and without penalty or expense to PSTA, upon ninety (90) 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 for services performed up to the date 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 Agreement; (2) Contractor fails to perform in the manner called for in the Agreement; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Agreement. PSTA will provide Contractor ninety (90) days' written notice 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 conditions for Contractor's cure, if applicable. If Contractor fails to cure the defect in performance, or if it has received a written notice of termination to Contractor for the same issue more than two (2) times over the course of this Agreement, this Agreement may be terminated by PSTA immediately. Contractor agrees that any assessment or payment of Liquidated Damages as set forth in section 12.04 of this Agreement does not cure any defect in performance and does not adequately compensate PSTA for the damages and harm sustained from a pattern of substandard performance. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Agreement, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA ninety (90) 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 ninety (90) day cure period, Contractor may not terminate this Agreement.

11.03 *Effect of Termination.* Upon expiration or termination of this Agreement, however terminated, and final payment for the Services rendered in accordance with the Agreement, PSTA shall have no further obligations or responsibilities to Contractor. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against PSTA arising out of this Agreement or otherwise relating to the Services, except those identified in writing by Contractor to PSTA prior to receipt of final payment. Neither the acceptance of the Services nor payment by PSTA shall be deemed to be a waiver of PSTA's rights or remedies, including but not limited to the right to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under this Agreement, or to the recovery of damages for failure to provide the Services in accordance with the Agreement.

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

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

11.06 *Waiver of Remedies for any Breach.* In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver 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 Contractor suffer injury or damage to person or property because of any act or omission of PSTA or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within ten (10) days after the first observance of such injury or damage.

12.04 Liquidated Damages. Contractor acknowledges and agrees that the damages PSTA will suffer as a result of Contractor's failure to provide the Services in accordance with the terms set forth in Paragraph 19(B) of Exhibit 1 to this Agreement are not readily ascertainable and would be incapable to quantify. As such, PSTA shall be entitled to liquidated damages as set forth in Paragraph 19(B) of Exhibit 1 to this Agreement ("Liquidated Damages"). Notwithstanding any other provision of this Agreement, Liquidated Damages shall begin to accrue from the date of the breach and shall not be affected by any cure period or grace periods. The Parties acknowledge that the Liquidated Damages are reasonable, are based on the anticipated harm caused by such breach, and are not a penalty. PSTA may, in its sole discretion, upon thirty (30) days' written notice to Contractor, deduct Liquidated Damages from Contractor's invoices for any amounts due or which may become due under this Agreement.

12.05 Rights and Remedies. The duties and obligations imposed by the Agreement 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.

12.06 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all its reasonable attorneys' fees and cost incurred by the prevailing Party 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 one of the Parties. The prevailing Party 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 the prevailing Party. The reasonable costs to which the prevailing Party 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 General. 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, loss of use, or Contractor's violation or alleged violation of any third parties' trade secrets, proprietary information, trademark, copyright, patent rights or first amendment rights 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. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. 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. 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. All obligations contained in this section 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 the Agreement.

13.02 Control of Defense. Subject to the limitations set forth in this Section, 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 records and information, and shall attend any conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

14. INSURANCE.

Before beginning any work under this Agreement, Contractor shall obtain insurance as specified in below at Contractor's sole expense and shall provide PSTA with proof of insurance as specified therein. Contractor shall maintain such insurance throughout the entire Contract Term and any Extension Terms.

All insurance renewal certificates must be on file with PSTA no less than fifteen (15) business days prior to the expiration of the current policy with the approved endorsements.

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 Contractor has subcontractors, including independent contractors, perform any portion of the work in the Contract Documents; either Contractor shall name those subcontractors and independent contractors as "additional insured" or each Subcontractor and independent contractor shall be required to have the same insurance requirements as Contractor. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or until termination of this Agreement. For services with a "Completion Operation Exposure", 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 "B+" as assigned by AM Best. Contractor shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Contractor has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Procurement/Risk Management Department shall recognize and honor such status. Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Contractor's Excess Insurance Program. If 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. 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 Agreement. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the PSTA, if requested by the PSTA, Contractor shall, within thirty (30) days after receipt of a written request from the PSTA, provide the PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. 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 Contractor's Insurance shall not be construed as relieving Contractor from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation.

Should at any time Contractor not maintain the insurance coverages required by this Agreement, 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 Contractor for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Contractor, Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Contractor occurs, or alternately find 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 Agreement, 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 Agreement. In such instances, Contractor shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

All insurance policies shall include waivers of subrogation in favor of PSTA, from Contractor and Contractor will ensure the compliance with any subcontractors.

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

A. Commercial General Liability Insurance: including, but not limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Contractors).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations

- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- (vi) \$1,000,000 Aggregate

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

- B. **Vehicle Liability Insurance** - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:
- Owned, Non-owned, and Hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

This policy should not be subject to any aggregate limit.

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

The Employers' Liability Insurance with limits no less than:

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

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against 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.

If not covered under the Contractor's workers compensation policy, Subcontractor or Independent Contractors shall provide proof of coverage or exemption status to be maintained by Contractor.

- D. **Commercial Crime Coverage.** Contractor shall purchase and maintain, throughout the term of this contract, Commercial Crime Coverage, to pay for losses to PSTA property or money caused by employee dishonesty, theft or robbery of money inside the premises and loss, theft or robbery of money outside the premises.

The minimum limits shall be:

- \$20,000 per occurrence / \$50,000 Aggregate

15. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of the Contractor to promptly supply information in connection with an inquiry or the conviction of a public entity crime may be grounds for termination of this Agreement.

16. MISCELLANEOUS PROVISIONS.

16.1 Venue and Jurisdiction. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

16.2 Entire Agreement. This Agreement, 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 Agreement.

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 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: 727-540-1806

E-mail address: rcappolla@psta.net

Mailing address: 3201 Scherer Drive, St. Petersburg, FL 33716

16.4 Interest of Members of or Delegates to Congress; conflicts of interest. 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. Contractor represents and warrants that no public officers or procurement employees have a material ownership interest in Contractor and this Agreement is not otherwise prohibited by part III, chapter 112, Florida Statutes. Contractor further represents and warrants that its current business dealings will not conflict in any manner with Contractor's performance of the Services. Contractor shall promptly notify PSTA's Project Manager of any potential conflicts of interest which may arise throughout this Agreement with respect to any prospective business association, interest or other circumstance which may influence, or appear to influence, the Contractor's judgment or quality of the Services. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of PSTA as to whether the association, interest or circumstance would, in the opinion of PSTA, constitute a conflict of interest if entered into by the Contractor. PSTA agrees to notify Contractor of its decision within thirty (3) days of receipt of notification by Contractor. If, in the opinion of PSTA, the prospective business association, interest or circumstance would not constitute a conflict of interest, PSTA shall so state in the notification and Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the Services.

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: Brad Miller, CEO
3201 Scherer Drive
St. Petersburg, FL 33716

To Jolley Trolley:

Jolley Trolley Transportation of Clearwater, Inc.
Rosemary Windsor, CEO
410 North Myrtle Avenue
Clearwater, FL 33755

With required copy to:

Alan S. Zimmet, General Counsel
Bryant Miller Olive
One Tampa City Center
Suite 2700
Tampa, Florida 33602
Phone: (813) 273-6677
Fax: (813) 223-2705

With required copy to:

Carol Hague, Board Secretary
Jolley Trolley Transportation of Clearwater, Inc.
410 N Myrtle Avenue
Clearwater, FL 33755
Phone: (727) 439-6212
Fax: (727) 443-3655

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 Agreement 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 Agreement shall be treated as though that portion had never been a part thereof.

16.7 *Modification.* The Agreement may not be amended or altered without prior written approval by PSTA and which is signed by the Parties. 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 Agreement 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 *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents of PSTA or citizens of its service area, nor shall it be construed as enforceable by any third parties.

16.10 *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 individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

16.11 *Mutual Drafting.* This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

16.12 *Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

16.13 *Electronic Signatures.* This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Execution Date.

CONTRACTOR:

By:  CEO
Name and Title

PSTA:

By: _____
Brad Miller, CEO

Date: 06/10/2021

Date: _____

WITNESS:

Attest:

By: Carole Denoff, Executive Assistant

By: _____

Name and Title

Approved as to form:

By: _____

Alan S. Zimmet, General Counsel
By Alan S. Zimmet at 11:41 am, 6/11/21



Exhibit 1
Scope of Services

Introduction

Contractor shall supply the facility, vintage trolley vehicles and staff for the administration and operations for the required trolley services. Contractor will provide start-up expertise, cost, services, system management, all vintage trolley vehicles, personnel, facilities, fuel and services required for operation and maintenance of the service for all Contractor owned or leased vehicles. Contractor services shall include, but not be limited to, vintage trolley transit vehicles and services support vehicles, drivers, maintenance personnel, security, dispatchers, supervisors and the physical facilities and equipment necessary to operate a transit system, including garage, if applicable, and office facilities.

2. Definitions

Accident: As defined by FTA, in connection with a PSTA trip.

ADA: Americans with Disabilities Act (ADA) of 1990 and CFR 49 Subtitle A Part 37.

Dispatch/Dispatchers: The operational function and the person(s) responsible for job duties which include radio dispatch of and communication with drivers and ensuring no missed trips.

FTA: The Federal Transit Administration.

General Transit Feed Specifications (GTFS): The General Transit Feed Specifications (GTFS), also known as GTFS static or static transit to differentiate it from the GTFS real time extension, defines a common format for public transportation schedules and associated geographic information. GTFS “feeds” let public transit agencies publish their transit data and developers write applications that consume that data in an interoperable way.

Incident: Any non-vehicular occurrence outside the normal which occurs in connection with a PSTA service (i.e. slip/fall); any vehicular damage not defined above as an “accident”; or an altercation with or between passengers, or any bodily injury that is not received during a defined accident.

Key Personnel May include: General Manager, designated Project Manager, Personnel Manager, Operations Manager, Customer Service Manager, Account Manager, Administration, Driver Trainer, Safety/Risk Manager and Systems Manager or similar positions over a functional aspect of the PSTA contract.

Missed Trip: A missed trip occurs when the Contractor does not complete a scheduled run.

National Transit Database (NTD) Reporting and Other Miscellaneous Reports: PSTA requires that Contractor collect and maintain all data required by the National Transit Database (NTD) related to the provision of service. PSTA reserves the right to establish a reporting process for and to specify the data to be collected and maintained by the Contractor.

Near Field Communications (NFC): Near field communication is a set of ideas and technology that enables smartphones and other devices to establish radio communication with each other by touching the devices together or bringing them into proximity to a distance of typically 10 cm (3.9 in) or less.

On-Time Performance: Route is operating in accordance with the advertised time-points. This is also defined as a trip operating no more than zero (0) minutes early nor five (5) or more minutes late.

Passengers per Vehicle Revenue Hour: Calculated by dividing all completed passenger trips by the number vehicle revenue hours.

Contractor: Means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the services specified in this Agreement.

Contractor Supplied Vehicles: Any vehicle supplied by Contractor for use in the provision of PSTA's service. PSTA will not supply any vehicles needed for these services.

Revenue Vehicle: Any vehicle utilized by the Contractor to provide services to customers where revenue or some form of fare media is collected.

Related Parties: Affiliates of the Contractor; entities for which investments are accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit sharing trusts that are managed by or under the trusteeship of management; principal owners of the Contractor; its management; members of the immediate families of principal owners of the Contractor and its management; and other parties with which the Contractor may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. Another party also is a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

Revenue Hours (Vehicle): The hours that the vehicle travels while in revenue service. Vehicle revenue hours (VRH) include the hours from revenue service only. Vehicle revenue hours exclude; deadhead, driver training, and maintenance testing.

Revenue Miles (Vehicle): The miles that the vehicle travels while in revenue service. Vehicle revenue miles (VRM) include the miles from revenue service only. Vehicle revenue miles exclude; deadhead, driver training and maintenance testing.

Revenue Service: The time during which service is operated where any vehicle and driver is available to receive payment for providing transportation.

Service Performance Standards: Criteria established by PSTA for service delivery. Every effort must be made by Contractor to meet these standards. The assessment of incentives and liquidated damages will be based on the Contractor's ability to meet these standards.

Supplier: The Supplier refers to the individual, entity, firm, company, corporation, partnership, or association contracted to provide the services for PSTA defined within this Agreement.

Trip: The act of transporting one person from one location to another.

Vintage Trolley Vehicle: A transit vehicle with more than 20 passenger capacity that is designed to replicate a trolley vehicle operated circa the early 1900's.

3. Service Area and Hours of Operations

The trolley routes operate in one of the highest tourist corridors in Florida and as such, are subject to substantial increase in demand during the various peak seasons of the year, most notably mid-February to mid-April. The current service includes three (3) routes: North Beach, South Beach and Coastal. The Beach routes operate every half hour from 9:42 a.m. until 11:52 p.m. Monday through Sunday, three-hundred sixty five (365) days per year. The Coastal route operates from Downtown Clearwater through Dunedin and Palm Harbor to Tarpon Springs on an hourly basis from 8:25 a.m. until 1:00a.m., three-hundred sixty (365) days per year. Additional routes may be added in the future.

PSTA at its sole discretion retains the right to amend route alignments, stop locations, or hours of in-service operation from time to time.

PSTA reserves the right to modify the service level as specified herein. If the proposed increase or decrease in the service is greater than twenty percent (20%) of the original service levels, based on service hours, then the price will be re-negotiated between PSTA and Contractor. If the proposed increase or decrease is less than 20% there will not be a change in cost.

4. Revenue Fleet Requirement

A preliminary run of the headway of the operations for half hour service is indicative of regular operations for the greater part of the year and would warrant a fleet of eight (8) revenue vehicles. The operating experience to date indicates an increase in service requirements by approximately 25% during spring break and holiday season on some routes and close to doubling the service on others. An additional four (4) vehicles should be considered to meet the peak season requirements. These totals do not include the spare ratio for this type of fleet. The spare ratio of vehicles should not exceed 20%.

5. Facility

Contractor is responsible for providing a suitable facility that will accommodate its vehicles, staff and necessary equipment to provide the service. The facility shall be in a location that will minimize the impact on deadhead operations and allow for prompt response to service needs and road calls in the required service area. PSTA reserves the right to inspect Contractor's facility at any time during the contract period.

Contractor's new facility shall be built in a way that does not preclude, but rather accommodates the use of electric battery powered, zero-emission trolley buses ("Electric Trolleys") or any other electric vehicles, and shall include the ability to charge the vehicles when they are parked at the facility. The facility's electric utility capacity shall be designed to be expandable as more Electric Trolleys are introduced to the fleet. Contractor shall be responsible for adding charging stations, as necessary, to accommodate the Electric Trolleys that Contractor purchases pursuant to paragraph 16 below. All concrete surfaces and structures, and trolley-related aspects of the facility shall be designed and built to handle the weight of the Electric Trolleys.

On or before May 15, 2021, Contractor shall provide PSTA with copies of the design plans for the new facility. PSTA staff shall provide its feedback and comments on proper electric trolley maintenance and charging facilities, back to Contractor within seven (7) business days of receipt of the design plans from the Contractor.

6. PSTA Furnished Equipment

A. PSTA Furnished Equipment

PSTA will provide and install the below equipment on the Contractor's revenue vehicles. The Contractor shall maintain, repair and protect all equipment, tools and materials provided by PSTA or supplied for the benefit of PSTA services. The equipment is the sole property of PSTA and therefore shall be returned to PSTA at the end of the contract. The Contractor cannot use the equipment for non-PSTA service.

The below equipment will be furnished to the Contractor by PSTA:

- Clever Devices on Board Bus AVL Equipment and all components of PSTA's Real-Time Information System. This includes seamless interfacing with Clever Devices software.
- INIT Smart Card Validators (ProxMobile3) and vehicle configurations. This includes seamless interfacing with INIT'S back office software.
- Automatic Passenger Counters (APC). PSTA currently uses Urban Transportation Associates (UTA) on board APC equipment and reporting software.

B. Contractor Required Equipment

- The Contractor is required to purchase, install and maintain an On-Board Video Surveillance System. All data from the video surveillance system must be maintain and accessible for a minimum of thirty (30) days.
- The Contractor is required to have Passenger WiFi access on all vehicles used for PSTA service. The Contractor is responsible for the WiFi modem/routers and cellular service.

7. Fare Structure, Handling and Compensation

Fares shall be determined by PSTA for all services. All fares shall be PSTA revenue. The Contractor shall develop a secure fare collection system that provides accountability of collection of fares. The Contractor shall have a secure location for storage of collected fares. Fare collection information including method of payment shall be documented and reported to PSTA. PSTA reserves the right to audit fare collection procedures at any time.

The Contractor shall:

- Accept all fare media by PSTA, including magnetic stripe, Universal Pass cards, and all eFare media (i.e. Smart Cards-mobile devices NFC) and mobile apps.
- Accept full and reduced cash fares on board in accordance with the PSTA Fare Structure.
- Issue day passes on board in accordance with PSTA Fare Structure.
- Provide fare boxes for on board fare collection and issuance of magnetic fare media.
- Count and report all fares collected. (Smart Card Technology provided by PSTA)
- Establish a reconciliation process for fares collected to be returned to PSTA.
- Have the option to sell additional fare types, i.e. 3-Day passes.
- Will ensure all drivers are aware of and adhere to the fare structure established by PSTA.

PSTA shall:

- Notify the Contractor of any proposed fare changes.
- Work with the Contractor for the conversion of fare media.
- Provide fare collection equipment related to the new Regional Fare Collection System (Smart Card and Mobile App Readers) as implemented throughout the PSTA system.

8. Planned Service

The planned service area for the initial contracted services can be found on PSTA's website at www.psta.net. Additional service may be required on established routes related to holidays, special events, emergency services, hurricane or similar evacuations or other public events as directed by PSTA. All services will be compliant with PSTA and ADA services as provided on all PSTA regular fixed routes.

From time to time, PSTA may request that the Contractor operate the transportation service beyond the fixed route schedule. This additional service may include, but will not be limited to, extended hours of service, and/or special routings during special events or to assist during periods after a natural disaster. The Contractor will provide the service as directed by PSTA and will be compensated at the revenue hour rate. The Contractor shall be available to PSTA, upon seventy-two (72) hours advance notice, when feasible. The Contractor agrees to provide vehicles and personnel to operate additional service.

Extended event service may be scheduled on any day of the week and at any hour when the event does not conflict with regularly scheduled service. All event services must be in accordance with PSTA Charter policies, terms, and conditions.

PSTA and the Contractor will agree on holidays or special events prior to the service being performed. Depending on the day of the week of a holiday or special event, the Contractor may be asked to operate a Saturday schedule or additional trips on the day of the holiday/event or the day before the holiday/event. Examples:

- New Year's Eve service will be extended to 2:00 a.m.
- Sundays before a Monday holiday will run Saturday service, such as Sundays before Memorial Day and Labor Day.
- Special Events to run Saturday service include, but are not limited to, Dunedin Mardi Gras, St. Patrick's Day and Cinco de Mayo.

PSTA is responsible for all Scheduling of the service. The Contractor shall:

- Participate in PSTA's planning process for the trolley service.
- Periodically make recommendations as to routes, fares, and service standards, subject to the determination and approval by PSTA.
- Provide for full vehicle run cutting and blocking, as needed. Contractor shall provide services at a minimum of four (4) hours per day per vehicle and a maximum of eighteen (18) hours per day per vehicle.
- Provide an interface for GTFS (General Transit Feed Specification, see Definitions section) schedule information import and export.

9. Dispatch

Contractor will provide dispatcher(s) as necessary to properly oversee the daily operation of PSTA's trolley service. The dispatcher(s) will ensure proper communication between the driver and dispatch to support the service requirements. At least one dispatcher will be on duty when any vehicle is in revenue service.

Dispatchers shall be sufficiently trained in all aspects of their position including but not limited to PSTA service requirements, the communication system and ADA regulations.

10. Complaints

Complaints received by PSTA will be sent to the Contractor electronically. The Contractor shall have primary responsibility for investigating and resolving all complaints and provide PSTA with the details of action taken to resolve and prevent recurrence of the problem within three (3) business days of receiving the complaint. The Contractor will be required to submit the complaint response back to PSTA electronically.

If PSTA determines that any Contractor personnel is involved in illegal or unethical activity, or contributes to an unsafe condition while operating the service, the Contractor shall comply with PSTA's request that the employee be prohibited from participating in PSTA service.

PSTA reserves the right to require the Project Manager and/or other appropriate staff to attend meetings with PSTA staff to address passenger complaints and comments as needed.

PSTA shall receive and document passenger compliments, comments and complaints. PSTA shall define complaint categories and calculate the number of service-related complaints.

The Contractor shall provide a description of the proposed process for reporting and addressing passenger complaints with their Proposal.

11. Staff Hiring, Retention, and Training Requirements

A. Applicable Law and Responsibilities

The Contractor will be solely responsible for payment of wages and benefits as well as for their wrongful acts of its employees or subcontractors. Contractor's personnel wages and work hours shall be in accordance with local, County, State, and Federal regulations affecting such personnel. PSTA will have the right to notify the Contractor of any problems or concerns involving the performance or conduct of any employee or Contractor's subcontractor who is participating in the provision of PSTA's service. Contractor shall respond immediately to any such notice by PSTA and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of such employee from provision of service for PSTA.

Without any expense to PSTA, the Contractor will comply with all applicable laws, regulations, rules and procedures, including, but not limited to, those regarding employer's liability, employee liability, workers' compensation, unemployment insurance, employment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. Contractor will indemnify, hold harmless, and defend PSTA for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of any nature) arising from alleged violations of

such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise, personal practices, applicable local, state and federal laws related to labor and employment and any applicable labor agreements.

Contractor shall require in their policy and procedures that all employees and subcontractors self-report any arrests and convictions during their employment.

B. Hiring

Contractor shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check, criminal record checks and pre-employment drug screening sufficient to meet applicable requirements for all services. PSTA encourages the hiring of bi-lingual, English and Spanish, employees.

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing the use of the system to confirm the employment eligibility of all new persons employed by the Contractor during the term of the contract.

C. Retention

The Contractor shall be solely responsible for the satisfactory work performance of all employees described in this Agreement or any reasonable performance standard established by PSTA. Contractor shall have a personnel program, which includes recruitment, hiring, training, retention and performance reviews. It is of paramount interest to PSTA and in the best interest of its passengers that the Contractor's employees and subcontractors are not only properly trained but gain hands-on experience in their craft. It is PSTA's belief that a high turnover rate reduces overall service quality through lack of efficiency and familiarity with the areas in which they operate. In order to indicate the level of commitment a Contractor would have to encourage retention and longevity of its employees and subcontractors, Contractor shall submit a plan to accomplish this as part of the proposal.

D. Employee Conduct

Contractor will ensure that all of its employees and subcontractors present a neat appearance and conduct themselves in a courteous, professional, and efficient manner at all times.

In the event that any employee or subcontractor is found not to be courteous or not to be performing properly the services required by the Contract, Contractor shall take necessary corrective measures.

All employees and subcontractors who are likely to be in contact with the public are to be trained by Contractor to give accurate information concerning all PSTA's fares and services.

Additionally, drivers shall meet the following requirements and observe the following minimum rules.

- Do not solicit or accept gratuities of any kind.
- Be sensitive to the special needs of the passengers with disabilities and all persons contacted in the performance of the job.
- Speak, understand, and write the English language.
- Smoking, including e-cigarettes, or use of tobacco products is prohibited within any vehicle used to deliver service under this Contract.
- Be identified by an ID, which shall be worn on the outer garment during all service hours.
- Not allow any animals, except service animals on vehicle. Small domestic animals are allowed provided they are contained in an enclosed animal carrier.
- Use or possession of a cellular, Wi-Fi, or Blue Tooth enabled or other personal electronic devices while driving or in service is prohibited. All cellular, Wi-Fi, or Blue Tooth enabled devices must be powered off while the vehicle is being driven.
- Passengers must never be kept waiting, except for drivers to maintain scheduled headways.
- Drivers shall be dressed and groomed appropriately. Further, all drivers shall wear a uniform acceptable to PSTA. Drivers and/or any other employee in contact with passengers shall wear identification tags clearly displaying their first name only while performing their duties.
- Drivers are required to adhere to and maintain the scheduled frequency of trips (headways).
- Drivers are required to have a thorough knowledge of and abide by all traffic regulations along the route.
- Drivers need to be sensitive to ridership comforts, such as the interior temperature of their respective vehicle, cleanliness of vehicles, etc. It is imperative that the on-board air conditioning unit function properly (at all times) while the trolley is in service.

E. Driver Suitability

All drivers must meet the following qualifications at the time they begin to provide service to PSTA:

1. Continuous possession of a valid driver's license for the past seven (7) years.
2. No Driving under the Influence (D.U.I) or Driving While Intoxicated (D.W.I.) convictions for the past seven (7) years.
3. Negative drug screens for at least the last seven (7) years.
4. No more than seven (7) points assessed on their driving record in the past forty-eight (48) months.
5. Possession of a valid Commercial Driver's License (CDL), State of Florida Driver's License with a passenger endorsement, which is appropriate for the passenger capacity and gross weight of the vehicle being operated by that driver. Drivers must pass all applicable medical exams.

6. All drivers providing service for PSTA shall be required to complete an eight-hour ADA sensitivity/passenger assistance program, which shall be approved by PSTA, and paid by Contractor.
7. Before hiring or assigning staff for PSTA services, the Contractor shall have conducted a national criminal background check. Said check shall be conducted for a period of seven (7) years prior to the date of hire and extending up to a date not more than four (4) weeks prior to the date of hire. No person who has been convicted of any felony or misdemeanor for a crime against a person shall be assigned to PSTA's contract.

Failure to disclose any criminal conviction to PSTA will disqualify the driver and may result in termination of the Contract. The Contractor must report to PSTA any driver operating under the contract who is arrested for public offenses during the course of their employment, including being arrested for traffic related offenses. A driver will be disqualified from operating a vehicle under the Contract for criminal misconduct if they have been convicted of any offense listed below. This list is a representation, and is not all-inclusive.

- a. Operating a motor vehicle while under the influence of alcohol, a narcotic drug, or derivatives of narcotic drugs.
- b. A crime involving the transportation, possession, sale or possession for sale, or unlawful use of a narcotic drug, or derivatives of narcotic drugs.
- c. A felony or misdemeanor involving moral turpitude.
- d. A felony for abuse, neglect, or exploitation of elderly persons and disabled adults.
- e. A felony or misdemeanor involving violence.
- f. Leaving the scene of a traffic accident resulting in personal injury or death.
- g. A felony involving the use of a motor vehicle.
- h. A felony or misdemeanor involving a firearm.
- i. Any person determined to be mentally disabled under Florida law or under similar provision of law of any state.
- j. Any person required to register as a sex offender under Florida law or under similar provisions of law of any state.
- k. Drivers with a suspended or revoked license may not provide service under the contract.

F. Drivers

The Contractor shall be responsible for anticipating required driver staffing levels and ensuring that sufficiently trained and qualified drivers are available to operate scheduled services. Contractors must meet all Florida Department of Highway, Safety and Motor Vehicles for scheduling drivers work hours at all times, including peak service times.

Contractor shall provide a copy of each driver's driving record based upon the Florida Department of Highway, Safety and Motor Vehicles in order to verify driving history upon request. Contractor shall initially be required to show proof of items a. through j. above, for any and all drivers who will be assigned to provide service to PSTA passengers. After a driver meets these qualifications, the Contractor shall be responsible for monitoring the driver's driving record on a continuous basis.

PSTA reserves the right to request, in writing, that the Contractor remove a driver from operating in PSTA service upon presentation of documentation that the driver has engaged in an unsafe or illegal act or a violation of policies and procedures while serving PSTA passengers. PSTA also reserves the right to review all findings and issues prior to written approval for driver utilization in carrying PSTA passengers; this will also include all misdemeanors and felony offenses. However, the Contractor shall be solely responsible for supervising its drivers, employees, agents and supervisors, ensuring that they comply with all PSTA's requirements.

G. Employee Training

The Contractor shall provide a description of the training program of drivers, supervisors, dispatchers, customer service representatives, and maintenance personnel within their proposal. The number of annual hours of training and types of training to be provided for each position shall be specified. The Contractor shall be responsible for all costs relating to employment, training, and compensation it's personnel for this Contract.

Training requirements shall include formal classroom and behind the wheel training and include, at a minimum, the following:

- Safety, FDOT and/or FL Rule Chapter 1490 Related Training
- Customer Service Training
- Radio Procedure Training
- Wheelchair Securement Training
- Vehicle Lift/Equipment Training
- Defensive Driver Training
- Drug and Alcohol Program Training
- First Aid and CPR Training
- Reasonable Suspicion Training (Supervisors Only)

The Contractor shall also provide all drivers with refresher training as required or on an as needed annual basis.

Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned or leased by the Propose) in the service, wheelchair lifts and harness systems and other equipment that they may be expected to use during service hours.

12. Management

The Contractor is required to identify a Project Manager who will be responsible for the satisfactory operation of all aspects of services provided under the Contract.

- A. The Contractor's Project Manager will serve as the point of contact for communication with PSTA and will attend all meetings with PSTA staff for contract coordination and other requirements when requested.
- B. At all times that service is in operation and whenever passengers are being transported the Contractor is required to have a staff capable of supervising service delivery and communicating with its staff, passengers, and PSTA.
- C. PSTA reserves the right to review the Contractor's key employee's qualifications and other personnel as PSTA deems necessary to fulfill the Contract.
- D. PSTA reserves the right to request the removal of the Project Manager and other key personnel, if PSTA determines that conditions so warrant removal from PSTA's Contract.
- E. The Contractor shall cooperate with PSTA and any other agency when audits are conducted on any aspect of the service such as the Drug and Alcohol program, FDOT and/or FTA Triennial Reviews.

13. Drug and Alcohol Program

The Contractor agrees to contract with or under PSTA's third -party administrator for drug and alcohol testing, in accordance with PSTA guidelines and procedures which comply with 49 CFR Part 40 and 655. Contractor shall produce any documentation necessary to establish its compliance with these federal regulations. Contractor shall also permit any authorized representative of the United States Department of Transportation and PSTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655. This includes any additional reviews of the testing process as required under 49 CFR Part 40.

The Contractor agrees further to certify annually its compliance with Part 655 before February 15th of each year to PSTA's DAPM or DER located at 3201 Scherer Drive, St. Petersburg, FL 33716. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

The Contractor agrees further to submit for review and approval upon request a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to submit upon request all documentation needed to verify compliance with Part 655, including but not limited to: Drug-Free Workplace Policy, Drug-Free Awareness Program, Correspondence / Notification to employees, Employee Assistance Program, selection of certified laboratory, substance abuse professional, Medical Review Officer, and the use of any consortiums.

14. Safety Program

The most important aspect of this service is safety. The Contractor shall provide a safety program including, at a minimum, elements regarding safety of employees and passengers. The Safety Program shall comply with any applicable State and Federal regulations.

A. System Safety Program Plan

Contractor shall develop and maintain a System Safety Program Plan (SSPP) as required by the FTA and Rule Chapter 14-90 Florida Administrative Code (Equipment and Operational Safety Standards for Bus Transit Systems). PSTA must approve SSPP prior to service start up and any subsequent revisions. Florida Rule Chapter 14-90 is included in Exhibit 4.

B. Security Program Plan

Contractor shall develop and maintain a System Security Plan (SSP) as required by FTA and Rule Chapter 14-90 Florida Administrative Code (Equipment and Operational Safety Standards for Bus Transit Systems). PSTA must approve SSP prior to service start up and any subsequent revisions.

C. Continuity of Operations Plan (COOP)

Contractor shall develop and maintain a Continuity of Operations Plan (COOP) to ensure there are operating procedures for recovery and continued operation of trolley services in case of an emergency, disaster, or other unforeseen event which may inhibit the normal operation of services.

D. Other Plan Requirements

Contractor shall develop and maintain all other plans as required by federal, State, and local regulations. Such plans may include a fire and emergency evacuation plan.

E. Emergencies – Natural Disasters

In the event of an emergency or natural disaster, PSTA may require the Contractor to make available, to the maximum extent possible, transportation and communications services and facilities to assist PSTA in ameliorating such incidents. Any such use of the trolley vehicles for emergency response purposes must be pre-approved by the Office of Transportation of PSTA, and said approval must be secured in writing. To the extent PSTA requires the Contractor to provide such emergency services; the Contractor shall be relieved of the obligation to fulfill the duties and responsibilities of operating the current or any future trolley operations which may be established herein. Further, the Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the Contractor and PSTA prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.

F. Other Operational Safety Requirements

The Contractor will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate the vehicles with the highest regard for all aspects of safety.

1. The Contractor will not use or allow the vehicles to be used for any illegal purpose.
2. The vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. The Contractor shall not overload the vehicles beyond their specified carrying capacity nor operate a vehicle in an unsafe manner.
4. All vehicles shall operate with headlights and taillights turned on while in service.
5. PSTA will designate specific bus stops along the routes described herein. Passengers shall be picked up and discharged only at these designated bus stops, however, may be permitted to make courtesy or flag-stops if safe to do so. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
6. Service shall be provided to all orderly persons who pay the proper fare and comply with ridership rules and regulations established by PSTA. The Contractor shall not discriminate against any paying passenger or prospective paying passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.
7. Mobility impaired passengers shall be assisted, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.
8. The Contractor shall require its operators to perform a vehicle pre-trip inspection when traveling away from the garage, before starting a new shift, or going into revenue service at any time.

15. Accidents and Incidents

All accidents involving any vehicle used for PSTA service, or PSTA passenger, shall be reported immediately to PSTA via telephone notification followed by written email notification. A supervisory level employee of the Contractor shall respond to all such accidents for the purpose of determining the cause of the accident. The Contractor shall comply with all requirements of FTA regulations regarding drug and alcohol testing. The Contractor shall provide PSTA written documentation of the driver, supervisor and police reports including drug and alcohol testing results as soon as possible after the accident.

Written documentation of all accidents and injuries involving passengers that are not a result of vehicle collision shall be provided to PSTA within twenty-four (24) hours of occurrence. Documentation should include a description of how the injury occurred, how Contractor employees responded to the injury, an outline of follow-up conversations with the passenger, and recommendations for prevention of future injuries of the same type.

If fines or other charges for which the Contractor is responsible are levied, assessed, charged or imposed against PSTA, PSTA will notify the Contractor in writing. PSTA may pay any fine or their charge, whether levied, assessed, charged, or imposed against PSTA for the Contractor. In the event payment is made by PSTA, the Contractor will reimburse PSTA within seven (7) calendar days after receipt of an invoice. Failure to make such reimbursement when due may, at the option of PSTA, be deemed a default under the Contract or be recouped from any payments due to the Contractor.

16. Vehicles

Contracted service shall be provided by approximately a fleet of a minimum of fourteen (14) of lift-equipped accessible vintage trolley vehicles that are provided by the Contractor. All of the proposed vehicles shall have side-loading ramps/lifts which meet the requirement of the ADA. The side-loading ramps/lifts may either be located at the front entrance door, mid-ship of the vehicle, or rear curbside. The vehicles shall be new or at least less than half-life years / miles base on Altoona expected life. The Contractor is responsible for licensing and registration of all vehicles. The Contractor will be responsible for maintaining all required insurance coverage, maintenance, and all daily operating costs. The minimum specifications for the trolley vehicles that are to be provided for this service are listed in Exhibit 5. The Contractor shall submit specifications on the vehicles to be used in providing the service under this Agreement.

Vehicles proposed for use should meet all specifications as defined in this proposal and required by law. Transit vehicles must meet the requirements of Florida Administrative Code 14-90 (i.e. passenger door mirror height, etc.). The system fleet must meet all local, state and federal requirements as applicable to public transit vehicles.

PSTA will provide security driver barriers for all Contractor's vehicles at a date mutually agreed upon by the Parties.

Included in Contractor's proposal is the replacement of some of its fleet of diesel and gasoline powered trolleys during the Contract Term, at Contractor's cost and expense. This includes, and Contractor agrees that at least one of the trolleys replaced no later than in year 3 of the Contract Term and at least one of the trolleys replaced no later than in year 5 of the Contract Term shall be replaced with Electric Trolleys, at Contractor's sole cost and expense.

From time to time PSTA may decide, in its sole and absolute discretion, to purchase Electric Trolleys for use by Contractor in providing services under this Agreement. Contractor agrees to use the PSTA purchased Electric Trolleys solely for services under this Agreement. Contractor shall be responsible to maintain the PSTA Electric Trolleys in accordance with all manufacturer's requirements and generally acceptable industry standards. PSTA shall lease the PSTA purchased Electric Trolleys to Contractor for \$1 per year, per vehicle. Over the Contract Term, PSTA may purchase up to two (2) Electric Trolleys for lease to Contractor. These PSTA-purchased Electric Trolleys are in addition to the two Electric Trolleys the Contractor is purchasing as replacements for its existing fleet of diesel and gasoline powered trolleys, as noted in the above paragraph. If PSTA provides an Electric Trolley to the Contractor, the compensation due Contractor under this Agreement for Contractor's fixed costs shall be reduced as provided for in Paragraph 5 of the Agreement by an amount equivalent to the replacement cost of an equivalent number of diesel or gasoline trolleys as shown on the Jolley Trolley's vehicle replacement schedule as shown in Exhibit 2. If PSTA purchases Electric Trolleys for Contractor's use with federal funds, Contractor shall use and maintain said trolleys in accordance with all FTA regulations, circulars and grant requirements, including those that prohibit the use of said trolleys for charter service.

Commencing in the sixth Term Year under the Agreement, PSTA can, in its sole discretion, prohibit the Contractor from purchasing new replacement trolleys, thereby reducing Contractor's fixed costs, unless the Parties agree that purchasing of new trolleys is necessary for Contractor to provide service under the Agreement. If PSTA chooses not to renew the Agreement beyond the Contract Term, at the end of the Contract Term, PSTA will purchase the Contractor's trolleys used to provide service under the Agreement at a value determined as of the date of termination of the Agreement. The value of each trolley shall not exceed the unamortized cost of the trolley, using a five-year useful life, with straight amortization. PSTA shall not be obligated to purchase Contractor's trolleys if Contractor chooses to not renew the Agreement, Contractor otherwise terminates the Agreement, or PSTA terminates the Agreement for cause.

17. Vehicle Maintenance

A. Minimum Maintenance Requirements and Plan

The Contractor shall develop and maintain a vehicle maintenance plan which should meet FTA and FDOT requirements. The maintenance plan shall be submitted and approved by PSTA prior to service start up.

At all times the Contractor shall maintain the vehicles in a safe, clean, and mechanically sound condition in accordance with vehicle manufacturer guidelines.

The Contractor will be responsible for maintaining the appearance and cleanliness of all vehicles used in service under this Contract. Vehicles shall be removed from service due to damage that is beyond repair. PSTA reserves the right to request to have any vehicle removed from service until it is in a safe, reliable and clean presentable condition.

Vehicles shall be operated in accordance with applicable Federal, State of Florida, and local laws. Due regard for the safety, comfort, and convenience of passengers, property, and for the safety of the general public must be taken at all times.

The Contractor will be responsible for providing complete maintenance and service of vehicles and PSTA provided equipment; including radios or other communication devices. This also includes regular preventive maintenance and record keeping, mechanical repairs, tires, parts,

fuel, and labor. Regular preventive maintenance inspections shall be conducted in accordance with the Contractor's maintenance plan approved by PSTA. Random unannounced maintenance inspections will be conducted by PSTA staff to verify regular preventative maintenance schedules and safe conditions of operational vehicles. A maintenance report for preventive maintenance schedule adherence shall be submitted to PSTA with monthly invoices.

Periodic inspection and servicing checklists will be developed that conform at least to manufactures most severe service recommendations and generally accepted best industry practices.

Each vehicle shall have a properly functioning wheelchair ramp/lift at all times. If the wheelchair ramp/lift fail while on-route in service, the Contractor shall make arrangements to have the vehicle changed out promptly. Substitute transport shall be made available by the Contractor for any passengers requiring the use of the wheelchair ramp/lift to complete the trip.

The Contractor shall properly maintain operating HVAC systems on all vehicles, so equipped with HVAC, at all times. No vehicle shall be permitted to enter service without a properly functioning heating or air conditioning system while in service, if so equipped on the vehicle.

B. Vehicle Listing

The Contractor shall provide a description of the vehicles that the Contractor intends to use to provide the requested services. The description shall include for each vehicle, at a minimum: the year, model and mileage of the vehicle; remaining manufacturer life based on the Altoona test; whether the vehicle is equipped with a lift or ramp; the side of vehicle that lift is deployed on; the seating capacity of the vehicle; the number of securement areas in the vehicle including the type of securement devices installed.

C. Equipment Failure

In the event that any vehicles used as part of this Contract experiences an accident, equipment failure or service interruption of any kind, the Contractor will be responsible for providing alternative transportation at the Contractor's sole expense. Any wheelchair passengers that cannot board a vehicle due to equipment failure shall be transported to their destination within thirty (30) minutes per ADA regulations and at no additional cost to the passenger or PSTA.

D. Vehicle Cleaning

Contractor shall provide all labor and materials necessary to keep the vehicles clean at all times. Contractor shall wash the exteriors of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required. Contractor shall mop vehicle floors and clean all other interior items including seats, handrails, and windows as needed to maintain a clean vehicle. The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products. Contractor shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

18. Performance Standards

PSTA will monitor the service delivered by the Contractor and related activities in order to assess Contractor performance. As part of the monitoring procedure, PSTA will conduct random/periodic inspections and field audits of all service and vehicles as part of the overall quality assurance and control program. Contractors shall be required to provide PSTA full access to observe service and equipment.

The below performance standards are subject to review after each three month evaluation period. The performance standards may be adjusted, if needed, based on actual data collected during the first three months of the service performed.

A. On-Time Performance

An on-time trip is one that departs one (1) minute early and no more than five (5) minutes late from any scheduled stop.

Performance under this Contract shall require the Contractor to meet a daily standard of 90 percent (90%) on-time performance. During peak season, between mid-February and mid-April, the Contractor shall closely monitor on time performance. If traffic circumstances have an adverse effect on the performance, then the Contractor shall immediately initiate recovery efforts. The efficiency of the recovery from the service delays shall be monitored.

B. Customer Complaints

Complaints shall be measured per 10,000 customer boardings as measured by monthly passenger counts. Only valid customer complaints shall be used for this performance measure.

Performance under this Contract shall require the Contractor to meet a standard of twelve (12) complaints per 10,000 boardings.

C. Accident Rate

An accident is any contact with an object, vehicle or person. An accident includes all occurrences, whether the vehicle is in revenue service or not. The accident rate is determined by the number of accident occurrences per 100,000 miles.

Performance under this Contract shall require the Contractor to meet a standard of four (4) occurrences per 100,000 miles.

D. Miles between Road Calls

Road calls are defined as: (1) a vehicle was changed out due to a mechanical failure; (2) vehicle lost time due to a mechanical failure. Road call reporting shall follow all NTD guidelines for reporting road calls.

Performance under this Contract shall require the Contractor to meet a standard of ten thousand (10,000) miles between road calls.

19. Incentives and Liquidated Damages

A. Incentives

In order to ensure service efficiency and encourage the Contractor to use its financial and capital resources in the most cost-efficient manner, PSTA has established the Incentives shown in the below table. Incentives may be assessed at PSTA's sole discretion. If so, the Contractor will receive written notification within thirty (30) days of earning incentives. As determined by PSTA and in PSTA's sole discretion, the Contractor will be notified that earned incentives may be added to the next month's invoice.

B. Liquidated Damages

There may be occasions where the Contractor does not perform as required by PSTA. If a Contractor violates one of the requirements in the below table, liquidated damages may be assessed at PSTA's sole discretion. If so, the Contractor will receive written notification within thirty (30) days of assessment. The Contractor then has ten (10) days to provide written justification or other reasonable excuse for the removal of an assessment. As determined by PSTA and in PSTA's sole discretion, if no acceptable removal justification is received within ten (10) days, the assessment will automatically be applied to the Contractor's billing invoice for the period. PSTA hereby acknowledges that traffic patterns are out of Contractor's control and agrees to take into account such factors in determining Liquidated Damages, including the time of year, special events in the area, accidents, and other similar factors.

PSTA may elect to waive assessing any Liquidated Damages during the following periods:

- Four days (prior and post) Christmas Day
- December 31 (NYE)
- Four days (prior and post) New Year's Day
- Jan 15 thru April 30

PSTA and Contractor representatives have a history of addressing in good faith all contractual obligations between the Parties. Where specific circumstances (peak traffic generated by holidays, special events, weather conditions, etc.) equally affect Contractor's on-time performance and PSTA's on-time performance in the same area as Contractor's service, PSTA will consider the assessment of penalties to Contractor in these circumstances on a case-by-case basis.

Excessive liquidated damages over a period of time shall, at the sole discretion of PSTA Chief Executive Officer, be cause for suspension and/or termination of the contract. Likewise, the PSTA Chief Executive Officer shall have the authority to waive any and all liquidated damages.

Service Attribute	Measure	Performance Standard	Incentive	Liquidated Damages
On-Time Performance	Departs one (1) minute early and no more than five (5) minutes late.	90% On Time	94.5% results in a (0.25%) incentive. 98.1% results in a (0.50%) incentive.	85.5% results in a (0.25%) reduction. 81% results in a (0.50%) deduction.
Complaints	Number of Complaints per 10,000 boardings.	12	11.4 results in a (0.25%) incentive. 10.8 results in a (0.50%) incentive.	12.6 results in a (0.25%) reduction. 13.2 results in a (0.50%) deduction.
Accidents	Number of Accidents per 100,000 miles	4	3.8 results in a (0.25%) incentive. 3.6% results in a (0.50%) incentive.	4.2 results in a (0.25%) reduction. 4.4 results in a (0.50%) deduction
Miles between Road Calls	Number of Revenue Miles between Road Calls	10,000	10,500 results in a (0.25%) incentive. 11,000 results in a (0.50%) incentive.	9,500 results in a (0.25%) reduction. 9,000 results in a (0.50%) deduction
On Time Reports	All reports are submitted accurately on or before the due date	100%		Reports submitted after due date result in a (0.25%) reduction for every three (3) days past due.

20. Reporting Requirements

The Contractor is required to provide all operational statistics in an MS Excel format. Reports should be provided by the times specified for each report. Some of the reporting requirements may change as PSTA's external reporting requirements or systems change.

The Contractor shall maintain financial records in accordance with all Federal, State and PSTA standards. Monthly financial reports required include a minimum reconciliation of fares collected (cash and passes), vehicle miles traveled and hours of revenue service.

The following reports will be required by the Contractor.

A. National Transit Database (NTD) Records/Reporting

In accordance with the Federal Transit Administration (FTA) guidelines, Contractor will be responsible for the tracking, collecting, and preparation of National Transit Database (NTD) report data. PSTA may also require passenger mile sampling, as required by NTD every three years. Section 15 of FTA NTD reporting requirements entails a high level of financial and operational data sampling (approximately one per week) utilizing FTA approved sampling techniques or by collecting 100% of the data. All source documents shall be maintained for three years following final payment and may be audited by PSTA and/or FTA at any time within this period.

B. Passenger and Fare Reports

The Contractor is required to report passenger, fare, and deposit information on a monthly basis. Required data is required to be submitted with monthly invoice.

C. Quarterly Preventive Maintenance and Vehicle Mileage Update Reports

A Quarterly Preventive Maintenance (PM) Report shall be submitted to PSTA indicating the date and mileage for when the last PM was performed for each vehicle and the type of PM (e.g., "A", "B", Lube, Oil, Filter (LOF), Brake Inspection, HVAC Inspection) that was performed. This report will match the Contractor's maintenance records and will be audited by PSTA on a random announced or unannounced basis. PM reports for PSTA furnished equipment shall also be provided.

The vehicle fuel and oil consumption shall also be submitted quarterly.

D. Daily Accident/Incident Report

A daily Accident/Incident Report will be e-mailed to PSTA within 24 hours of each accident/incident involving a PSTA trip (regardless of fault). Any major accident involving injuries or significant damage to Contractor's vehicle will be immediately reported by phone, followed by a written summary of the accident/incident.

E. Operational Statistics

Monthly Operational Statistics shall be submitted to PSTA. Statistics include on-time performance, road calls, accidents and other information as required by PSTA.

F. Department of Transportation Drug and Alcohol MIS Reporting

Contractors are subject to Department of Transportation (DOT) drug and alcohol testing regulations and thus shall submit their annual drug and alcohol testing data to PSTA as required by the DOT for their Drug and Alcohol Management Information System (MIS).

21. Marketing, Branding and Public Engagement

PSTA shall be responsible to prepare, schedule and pay for advertising and promotional materials designed to inform customers of services. Contractor shall distribute and disseminate materials in accordance with the provisions of this Agreement and any supplemental directions provided by PSTA at no cost PSTA.

Contractors are not to permit or allow, any signage or unauthorized advertising to be placed in any vehicle used for PSTA service, except as authorized by PSTA. The Contractor shall ensure authorized PSTA information items and notices are not destroyed, soiled or mutilated.

The Contractor shall:

- Coordinate public information and marketing collateral materials and distribution with designated PSTA personnel
- Comply with system wide marketing standards
- Refer all media inquiries relating to service provided to PSTA and cooperate in providing public information through PSTA.

PSTA has a distinctive and established brand for the public transit services in Pinellas County. Contractors will be expected to work with PSTA staff to ensure branding for the trolley services complements PSTA's brand.

22. Vehicle Advertising

The Parties agree that any advertising revenues received by Contractor for advertisements on the trolleys during the Contract Term shall be shared by PSTA and Contractor as set forth herein. Contractor shall remit twenty-five and seventy-three one-hundredths percent (25.73%) of the gross advertising revenues generated and collected by Contractor for advertising on the trolleys to PSTA together with a written report no later than the fifteenth (15th) day of each month. The monthly written report shall detail the gross amount of the funds received during such month. Upon reasonable request (defined as no less than 72 hours' notice) from PSTA, Contractor shall make available backup documentation, at Contractor's office of operation during routine business hours, including invoices, cashed checks and/or receipt deposits sufficient for PSTA to review and verify the gross revenues for any month requested by PSTA. Nothing contained herein is intended to conflict with any other agreement PSTA or Contractor may have with other vendors regarding the sale of advertising on its own buses or other vehicles. For the avoidance of doubt, the Parties agree that Contractor may retain any and all advertising revenue it receives from

advertising installed on the trolley vehicles that are used solely by Contractor and not for providing the Services under the Agreement.

23. Confidentiality

PSTA shall maintain all documentation of the Contractor provided pursuant to paragraph 22 "Vehicle Advertising" in confidence, except if and to the extent that such disclosure is required by applicable law, including the open records and public meeting laws of the State of Florida.

24. Escalation/De-Escalation

If, during the term of the Agreement, the price of insurance, and/or vehicle capital significantly changes, whether higher or lower by more than 20% in a single year, through no fault of Contractor or PSTA, the Parties shall work in good faith to equitably adjust the compensation to be paid the Contractor by a reasonable amount, whether it results in an increase or a reduction in the compensation to be paid Contractor.

Additionally, if, during the performance of this Contract, PSTA elects to no longer provide the fuel for the service provided by Contractor to PSTA under this Agreement, the Parties agree that they will negotiate a reasonable adjustment to the Contractor's pricing. In no event, shall any increase in the amount paid to Contractor due to an escalation in the pricing under this Paragraph 24 shall result in a total amount paid to Contractor that exceeds the not to exceed amount set forth in Paragraph 5 of the Agreement.

EXHIBIT 2

SCHEDULE

CAUTION: A false statement in any offer submitted to PFA may be a criminal offense.

NOTE: For notations for bid items "Offer" and "Offeror" that mean "Bid" and "Bidder", respectively, and for notations for bid items "Bid" and "Bidder" that mean "Offer" and "Offeror", respectively, with solicitation and any associated exhibits.

THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.

The fees include all items that the offeror(s) intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, pit-up, financing, carrying charges, and all other costs charge to accommodate the services and requirements. In price adjustments will be made, unless specifically provided for by an additional provision included in the contract.

Facility	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
Rest	1	0	0	0	0	0	0	46500	49500	46500	46500	\$167,000.00
Uniforms	1	48700	48730	51480	57360	66830	68930	72407	73570	74890	76910	\$617,185.83
Maintenance	1	41,200	44,090	45,831	47,200	48,632	50,081	52,084	54,167	56,334	58,587	\$500,608.57
Telecommunications	1	35,200	36,210	37,444	38,854	39,518	40,603	42,230	43,713	45,240	46,818	\$405,209.76
Corporate overhead	1	167,700	172,710	177,930	183,350	188,750	194,410	201,220	208,260	215,550	223,100	\$1,833,862.15
Corporate Facility Overhead	1	177,000	182,000	187,000	192,000	197,000	202,000	207,000	212,000	217,000	222,000	\$1,888,000.00
Administrative Cost	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
General Manager (including Fringe)	1	91,940	94,700	97,540	100,460	103,480	106,590	109,780	113,040	116,360	119,740	\$1,056,638.40
Clerical Staff (including Fringe)	1	173,860	178,070	182,480	187,090	191,800	196,610	201,520	206,530	211,640	216,850	\$1,998,086.30
Insurance	1	249,650	248,930	324,451	309,863	417,945	472,728	543,120	614,688	710,270	820,517	\$4,839,772.84
Payroll Taxes	1	90,280	97,520	97,774	103,330	108,510	113,320	118,640	123,600	128,210	132,940	\$1,034,483.36
Reporting Manager for ITA, NTC, Incentivizing (including Fringe)	1	70,170	71,270	74,440	76,670	78,970	81,340	83,840	86,380	88,960	91,580	\$806,150.57
Non-Vehicle Capital	1	84,880	21,200	34,400	15,000	31,600	9,000	19,200	3,400	10,600	14,800	\$278,781.00
Operating Cost	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
Driver Wages (including Fringe)	1	760,180	783,950	808,480	833,670	859,380	885,660	912,440	939,760	967,560	995,940	\$8,746,611.55
Dispatcher Wages (including Fringe)	1	55,290	58,950	62,660	66,410	70,210	74,060	77,960	81,910	85,910	89,960	\$784,643.79
Schedulers (including Fringe)	1	55,290	58,950	62,660	66,410	70,210	74,060	77,960	81,910	85,910	89,960	\$784,643.79
Road supervisors Wages (including Fringe)	1	51,860	53,420	55,020	56,670	58,370	60,120	61,920	63,770	65,670	67,620	\$596,072.17
Uniforms - included in fringe benefits	1	0	0	0	0	0	0	0	0	0	0	\$0.00
Training	1	16,040	16,550	17,070	17,610	18,160	18,730	19,310	19,900	20,500	21,110	\$184,317.22
Licenses	1	6,720	7,950	7,670	7,620	7,710	7,870	7,970	7,810	7,950	7,840	\$74,867.58
Vehicle Capital	1	48,710	14,907	33,210	43,145	63,860	68,700	68,440	50,154	40,610	38,920	\$4,211,848.18
Full	1	0	0	0	0	0	0	0	0	0	0	\$0.00
Training	1	14,720	15,060	15,444	15,870	16,320	16,830	17,370	17,940	18,540	19,170	\$165,567.99
Maintenance Cost	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Option 3 Totals
Michelin Wages (including Fringe)	2	58,860	15,075	11,177	11,870	12,682	13,590	14,585	15,660	16,810	18,040	\$1,227,768.15
Training	1	9,260	9,160	9,810	10,140	10,440	10,760	11,070	11,360	11,640	11,910	\$106,611.86
Licenses	1	0	0	0	0	0	0	0	0	0	0	\$0.00
Party/Supplies/Tires	1	25,730	25,910	26,700	27,500	28,310	29,130	30,000	30,920	31,860	32,810	\$2,783,272.40
Uniforms	1	0	0	0	0	0	0	0	0	0	0	\$0.00
Shop Supplies	1	12,000	13,860	13,710	13,110	13,000	13,110	13,110	13,110	13,110	13,110	\$137,862.43
Other Shop supplies, wood, water	5	17,800	19,710	19,870	19,840	20,200	20,510	21,000	21,510	22,040	22,610	\$1,629,912.10
Reserve	1	126,507	131,118	140,289	154,775	164,999	172,904	179,815	186,974	194,399	202,042	\$1,651,472.00
TOTALS												

TOTAL PRICE OFFER →

\$38,533,064.99

NAME & TITLE OF BIDDER'S REPRESENTATIVE:

(Print Name)

(Name & Title)

(Bidder's Name)

Facility	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$40,500	\$40,500	\$40,500	\$40,500
Utilities	\$46,970	\$48,328	\$55,987	\$57,162	\$66,365	\$68,356	\$70,407	\$72,519	\$74,695	\$76,935
Maintenance	\$43,200	\$44,956	\$45,831	\$47,205	\$48,622	\$50,081	\$51,584	\$53,137	\$54,743	\$56,397
Telecommunications	\$35,200	\$35,556	\$37,344	\$38,464	\$39,618	\$40,805	\$42,125	\$43,473	\$44,843	\$46,235
Corporate overhead;	\$107,707	\$172,738	\$177,920	\$183,218	\$188,756	\$194,418	\$201,223	\$208,266	\$215,555	\$223,100
Corporate Facility Overhead	\$177,000	\$182,000	\$182,000	\$182,000	\$182,000	\$182,000	\$182,000	\$182,000	\$182,000	\$182,000
Administrative Cost										
General Manager (Including Fringes)	\$91,943	\$94,701	\$97,542	\$100,469	\$103,483	\$106,587	\$109,688	\$112,784	\$115,874	\$121,134
Clerical Staff (Including Fringes)	\$172,851	\$179,077	\$184,449	\$189,983	\$195,682	\$201,553	\$208,002	\$214,658	\$221,742	\$229,080
Insurance	\$249,647	\$284,598	\$324,441	\$369,883	\$417,945	\$472,278	\$534,120	\$602,458	\$678,276	\$762,017
Payroll Taxes	\$50,000	\$92,520	\$95,111	\$97,774	\$100,511	\$103,326	\$106,225	\$109,207	\$112,267	\$116,394
Reporting Manager for FTA, MTD, Bandmarking (Including Fringes)	\$70,170	\$72,275	\$74,443	\$76,677	\$78,977	\$81,346	\$83,749	\$86,188	\$88,663	\$92,169
Non-Vehicle Capital	\$84,983	\$22,000	\$13,400	\$30,600	\$18,600	\$19,000	\$19,200	\$34,400	\$19,600	\$14,800
Operating Cost										
Dispatcher Wages (Including Fringes)	\$55,292	\$55,951	\$58,659	\$60,419	\$62,232	\$64,099	\$66,150	\$68,266	\$70,519	\$72,846
Schedulers (Including Fringes)	\$55,292	\$55,951	\$58,659	\$60,419	\$62,232	\$64,099	\$66,150	\$68,266	\$70,519	\$72,846
Road supervisors Wages (Including Fringes)	\$51,867	\$53,423	\$55,026	\$56,676	\$58,377	\$60,128	\$61,932	\$63,781	\$65,675	\$67,614
Uniforms included in fringe benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training	\$16,080	\$16,562	\$17,059	\$17,571	\$18,098	\$18,641	\$19,199	\$19,815	\$20,419	\$21,067
Licenses	\$6,725	\$7,350	\$7,477	\$7,607	\$7,739	\$7,874	\$8,011	\$8,151	\$8,294	\$8,440
Vehicle Capital	\$48,719	\$149,077	\$332,216	\$436,145	\$623,860	\$882,706	\$636,450	\$510,154	\$406,225	\$386,298
Fuel										
Tracking	\$14,700	\$16,068	\$16,444	\$16,830	\$16,226	\$16,632	\$17,131	\$17,645	\$18,174	\$18,719
Maintenance Cost										
Mechanics Wages (Including Fringes)	\$106,869	\$110,075	\$113,377	\$116,779	\$120,282	\$123,890	\$127,655	\$131,546	\$135,169	\$140,526
Training	\$928	\$956	\$985	\$1,014	\$1,044	\$1,076	\$1,110	\$1,146	\$1,182	\$1,220
Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pins/Supplies/Tires	\$251,753	\$289,306	\$267,085	\$275,097	\$283,350	\$291,851	\$301,190	\$310,828	\$320,775	\$331,039
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shop Supplies	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506	\$13,911	\$14,358	\$14,816	\$15,290	\$15,779
Shifter, Shop sup, carwashers, wood wester	\$178,004	\$183,700	\$188,579	\$193,645	\$201,906	\$208,367	\$215,034	\$221,916	\$229,017	\$236,345
Reserves	\$25,507	\$31,128	\$34,439	\$35,475	\$36,499	\$37,504	\$38,591	\$39,661	\$40,715	\$41,762
GRAND TOTAL	\$2,154,367	\$2,282,094	\$2,398,554	\$2,764,544	\$3,053,810	\$3,225,928	\$3,392,867	\$3,591,043	\$3,424,536	\$3,616,620
										*FIXED GRAND TOTAL: \$29,784,443

10 Year Vehicle Expense - Amortization

Year	# Bought	Cost	Year Total	Monthly Payment	Annual	1st yr Pay	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
1	1 Diesel	\$210,000.00		\$4,059.89	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68	\$48,718.68						\$243,583.40
2	2 Diesel	\$215,000.00	100,358.16	\$4,181.59	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08	\$50,179.08					\$250,895.40
3	1 Diesel	\$215,000.00	100,961.28	\$4,206.72	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64	\$50,480.64				\$252,403.20
4	1 EV	\$220,000.00		\$11,054.87	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44	\$132,658.44				\$663,292.20
4	2 Diesel	\$570,000.00		\$4,330.36	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32	\$51,964.32			\$259,821.60
5	1 Diesel	\$220,000.00		\$4,356.26	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12	\$52,275.12			\$259,821.60
6	2 Diesel	\$225,000.00		\$11,286.68	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$135,440.16	\$53,782.32	\$53,782.32	\$677,200.80
7	1 Diesel	\$225,000.00		\$4,481.86	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$53,782.32	\$268,911.60
8	1 Diesel	\$225,000.00		\$4,508.54	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$54,102.48	\$270,512.40
9	0			\$4,736.89	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$56,842.68	\$284,213.40
10	0															
					842,369.64											
	TOTAL					\$48,718.68	\$149,076.84	\$332,215.92	\$436,144.56	\$623,859.84	\$682,705.80	\$636,450.12	\$510,153.72	\$406,225.08	\$386,297.64	\$4,211,848.20

EXHIBIT 3

10- Year PSTA Contract						
Variable Costs						
Year		Amount of Contract		Cost per Hour		% Increase
1		\$760,188		\$22.99		
2		\$782,993		\$23.68		3.0
3		\$806,483		\$24.39		3.0
4		\$830,678		\$25.12		3.0
5		\$855,598		\$25.87		3.0
6		\$881,266		\$26.65		3.0
7		\$910,348		\$27.53		3.3
8		\$940,389		\$28.44		3.3
9		\$973,303		\$29.43		3.5
10		\$1,007,368		\$30.46		3.5
TOTAL		\$8,748,614		\$26.51		3.1777778
<i>Variable consists of Driver Wages and Fringe Benefits only</i>						

Exhibit 4

Florida Administrative Code Chapter 14-90

CHAPTER 14-90

EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS

- 14-90.001 Scope (Repealed)
- 14-90.002 Definitions
- 14-90.003 Department Responsibilities and Authority (Repealed)
- 14-90.004 Bus Transit System Operational Standards
- 14-90.0041 Medical Examinations for Bus Transit System Drivers
- 14-90.005 Transit Bus Accidents (Repealed)
- 14-90.006 Operational and Driving Requirements
- 14-90.007 Vehicle Equipment Standards and Procurement Criteria
- 14-90.008 Standards for Accessible Buses (Repealed)
- 14-90.009 Bus Safety Inspections
- 14-90.010 Certification
- 14-90.011 Inspection of Buses By Law Enforcement Officers (Repealed)
- 14-90.012 Safety and Security Inspections and Reviews

14-90.001 Scope.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 344.044(12), (21), 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-2-94, Repealed 8-7-05.

14-90.002 Definitions.

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) "Bus" means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:

(a) Type I means over 22 feet in length, including bumpers.

(b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) "Bus Transit System" means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately

owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) "Community Transportation Coordinator" means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) "Department" means the Florida Department of Transportation.

(5) "Drive" or "Operate" means all time spent at the controls of a bus in operation.

(6) "Driver" means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) "FMVSS" means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) "For Compensation" means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) "Manufacturer" means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:

(a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

(b) Inspecting, servicing, or conditioning any vehicle.

(c) Driving.

(d) Remaining in readiness to operate a vehicle (stand-by).

(e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) "Passenger" means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) "Paratransit" means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, "dial-a-ride" buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) "Safe Condition" means a condition where hazards are reduced to the lowest level feasible and

substantial compliance exists with all safety rules, regulations, and requirements.

(15) "Safety Review" means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) "Security" means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) "Security Program Plan" or "SPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) "Security Review" means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) "System Safety Program Plan" or "SSPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) "Taxicab" means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) "Trailer Bus" means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) "Twenty-four Hour Period" or "24-Hour Period" means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.

(23) "Unsafe Condition" means anything which endangers human life or property.

(24) "Personal wireless communications device" means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) "Use of a wireless communications device" means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.

(26) "Wireless communications device" means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.003 Department Responsibilities and Authority.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.004 Bus Transit System Operational Standards.

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set forth in this rule chapter.

(a) The SSPP shall address the following safety elements and requirements:

1. Safety policies and responsibilities.

2. Vehicle and equipment standards and procurement criteria.

3. Operational standards and procedures.

4. Bus driver and employee selection.

5. Driving requirements.

6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

7. Vehicle maintenance.

8. Investigations of events described under subsection 14-90.004(5), F.A.C.

9. Hazard identification and resolution.

10. Equipment for transporting wheelchairs.

11. Safety data acquisition and analysis.

12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and

b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:

a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and

b. The use of a wireless communications device does not interfere with the operator's safety related duties.

14. The Bus Transit System shall develop a driver educational training program addressing:

a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and

b. The hazards associated with driving and utilizing a wireless communications device.

15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

(b) Each bus transit system shall implement and comply with the SSPP during the operation of the system.

(c) Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.

(d) Each bus transit system shall submit an annual safety certification to the Department verifying the following:

1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.

2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.

(e) Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.

(2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.

(a) The SPP shall address the following security requirements:

1. Security policies, goals, and objectives.

2. Organization, roles, and responsibilities.

3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.

4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.

5. Procedures for the establishment of interfaces with emergency response organizations.

6. Procedures for interagency coordination with local law enforcement jurisdictions.

7. Employee security and threat awareness training programs.

8. Security data acquisition and analysis.

9. Emergency preparedness drills and exercises.

10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

11. Procedures for SPP maintenance and distribution.

(b) Each bus transit system shall implement and comply with the SPP during the operation of the system.

(c) Bus transit systems that engage in a contract with a private contract transit provider shall:

1. Establish minimum security requirements which apply to private contract transit providers.

2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.

(d) Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.

(3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:

(a) Driver qualifications and background checks meeting minimum hiring standards.

(b) Driving and criminal background checks for all new drivers.

(c) Verification and documentation of valid driver licenses for all employees who drive buses.

(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.

2. Operational bus and equipment inspections.

3. Bus equipment familiarization.

4. Basic operations and maneuvering.

5. Boarding and alighting passengers.

6. Operation of wheelchair lifts and other special equipment.

7. Defensive driving.

8. Passenger assistance and securement.

9. Handling of emergencies and security threats.

10. Security and threat awareness.

11. Driving conditions.

(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:

1. Communication and handling of unsafe conditions, security threats, and emergencies.

2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.

3. Application and compliance with all applicable federal and state laws, rules, and regulations.

(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.

(g) Bus transit systems shall maintain the following records for at least four years:

1. Records of bus driver background checks and qualifications.

2. Detailed descriptions of training administered and completed by each bus driver.

3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.

(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.

(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive

identification and ownership.

2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.

3. If not owned by the bus transit system, the name of any person furnishing a bus.

4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

(5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:

(a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.

(b) Injuries requiring immediate medical attention away from the scene for two or more individuals.

(c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than \$1,000.

(d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

(6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.

(a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.

(b) The bus transit system shall monitor and track the implementation of each corrective action plan.

(7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.0041 Medical Examinations for Bus Transit System Drivers.

(1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.

(2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by

the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at www.dot.state.fl.us/transit.

(3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.

(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.

(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver's employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b), (2) FS. History—New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.

14-90.005 Transit Bus Accidents.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.006 Operational and Driving Requirements.

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her

employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22) and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty not driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. The driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition,

medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.
7. Windshield wipers.
8. Rear vision mirrors.
9. Passenger doors.
10. Exhaust system.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that

purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.

(14) Bus transit systems shall require the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.007 Vehicle Equipment Standards and Procurement Criteria.

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.

(c) Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403 and 404, Rev. 10/09, hereby incorporated by reference.

(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an

accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an

ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

(a) No bus shall be operated with a tread groove pattern depth:

1. Less than $\frac{4}{32}$ ($\frac{1}{8}$) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

2. Less than $\frac{2}{32}$ ($\frac{1}{16}$) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

(12) Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209, Rev. 10/09, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C.F.R. 571.210, Rev. 10/09, hereby incorporated by reference.

(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.

(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.

(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:

(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated with the operation of the lift or ramp.

(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.

(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.

2. The month and year of manufacture.

3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.

14-90.008 Standards for Accessible Buses.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.009 Bus Safety Inspections.

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.

(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

(a) Horn.

(b) Windshield wipers.

(c) Mirrors.

(d) Wiring and batteries.

(e) Service and parking brakes.

(f) Warning devices.

(g) Directional signals.

(h) Hazard warning signals.

(i) Lighting systems and signaling devices.

(j) Handrails and stanchions.

(k) Standee line and warning.

(l) Doors and brake interlock devices.

(m) Stepwells and flooring.

(n) Emergency exits

(o) Tires and wheels.

(p) Suspension system.

(q) Steering system.

(r) Exhaust system.

(s) Seat belts.

(t) Safety equipment.

(u) Equipment for transporting wheelchairs.

(v) Working speedometer.

(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:

(a) Identification of the individual(s) performing the inspection.

(b) Identification of the bus transit system operating the bus.

(c) The date of the inspection.

(d) Identification of the bus inspected.

(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.

(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).

(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.010 Certification.

(1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:

(a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.

(b) Compliance with its adopted SSPP and SPP.

(c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.

(d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.

(2) The certification shall include:

(a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.

(b) A statement signed by an officer or person directly responsible for management of the bus transit

system attesting to compliance with this rule chapter.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History—New 9-7-87, Amended 8-7-05, 9-16-10.

14-90.011 Inspection of Buses by Law Enforcement Officers.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2), 316.610 FS. History—New 9-7-87, Repealed 8-7-05.

14-90.012 Safety and Security Inspections and Reviews.

(1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.

(2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit system within three business days of completion of the review and shall contain the following:

(a) Identification of the findings, including a detailed description of any deficiency.

(b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.

(c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

(3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.

(a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:

1. The required corrective action for the deficiency or unsafe condition.

2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.

(b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.

(c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History—New 11-10-92, Amended 8-7-05, 9-16-10.

Exhibit 5

Vehicle Specifications

Fuel Type	Gasoline/Diesel/CNG /Electric
Alternator (Generator) Model	High amperage output.
Maximum Rated Output (Volts/Amps)	Must be sized to match intended electrical load of equipment and peripherals. (12/24 VAC)
Air Compressor Model	Subject to approval, if required.
Transmission Type	Automatic
Transmission Manufacturer	OEM
Number of Axles	2
Front Axle Type	Independent
Front Axle Manufacturer	OEM
Front Suspension Type	Air Spring and/or leaf and shackle with shocks
Rear Axle Type	Beam Axle
Rear Axle Manufacturer	OEM
Rear Suspension Type	Air Spring and/or leaf and shackle with shocks
Front Tire Size	OEM—Subject to approval
Rear Tire Size	OEM—Subject to approval
Front Axle Brakes Type	Disc-Hydraulic
Rear Axle Brakes Type	Disc-Hydraulic
Heating System Type	Water—Subject to approval
Air Conditioning	Front and Rear
Front Air Conditioning Type	Subject to approval.
Rear Air Conditioning Type	Subject to approval.
Steering Type	Power—Hydraulic Gear and/or electric
Number of Entrance Doors	⌘ 1
Wheel Chair Ramps / Lift	1

16.6 *Severability.* If any one or more of the provisions of the Agreement 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 Agreement shall be treated as though that portion had never been a part thereof.

16.7 *Modification.* The Agreement may not be amended or altered without prior written approval by PSTA and which is signed by the Parties. 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 Agreement 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 *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents of PSTA or citizens of its service area, nor shall it be construed as enforceable by any third parties.

16.10 *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 individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

16.11 *Mutual Drafting.* This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

16.12 *Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

16.13 *Electronic Signatures.* This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Execution Date.

CONTRACTOR:

By: 
Name and Title

PSTA:

By: 
Brad Miller, CEO

Date: 06/10/2021

Date: 6/11/21

WITNESS:

By: Carole Denoff, Executive Assistant

Name and Title

Attest:

By: Rachael Cappolla

Approved as to form:

By: Alan S. Zimmet, General Counsel



EXHIBIT 2

**Jolley Trolley
Coastal Route**

FY23

Summary of Proposed Funding Formula

Total Costs	Total Hours	Total Cost Per Hour	Total
60 min frequency 7 days/week			
Total Estimated Hours	17,289	\$ 95.01	\$ 1,642,628
Farebox Estimate	12.0%		\$ (197,115)

Farebox estimate based on full FY19 fare recovery

Total Anticipated Net Costs **\$ 1,445,513**

Summary of Partial Funding Contributions

Service Contributors	Contribution	Percent
Pinellas Suncoast Transit Authority (F-Su)	\$ 1,265,873	87.6%
Clearwater DDB	\$ 20,466	1.4%
Dunedin	\$ 53,058	3.7%
Pinellas County	\$ 53,058	3.7%
Tarpon Springs	\$ 53,058	3.7%
Total Funding Contributions	\$ 1,445,513	100%

DRAFT 3/4/2022

Escalation	6.40%
Cities and County	Annual Contribution
FY23	\$ 53,058
FY24	\$ 56,453
FY25	\$ 60,066
FY26	\$ 63,911
FY27	\$ 68,001

Escalation	6.40%
DDB	Annual Contribution
FY23	\$ 20,466
FY24	\$ 21,776
FY25	\$ 23,170
FY26	\$ 24,653
FY27	\$ 26,231