

28. Approve Changes to Agreement for RFP-4145-02/BJC – Bus/Transit Shelter design, fabrication, installation, operation, repair and maintenance and advertisement for Seminole County, with Culvert Amherst, New York (Changes to standard contract language).

RFP-4145-02/BJC will provide for the design, fabrication, installation, possible replacement of existing shelters, maintenance, operation and repair of transit shelters and the ability to have display advertising thereon where appropriate. The Contractor will construct sixty (60) shelters in unincorporated Seminole County. The Contractor will be permitted to display advertising on 46 shelters. Fifty (50) additional shelters may be built in unincorporated Seminole County depending upon the County's discretion and changes to the transit routes during the time frame of the contract or in the event of a major road project where bus bays and shelter space are provided for in the redesign of the roadway. Of the fifty (50) additional shelters, thirty-six (36) shelters may display advertising.

On January 14, 2003, the Board of County Commissioners authorized staff to negotiate an agreement with Culvert Amherst, New York. As part of the contract negotiations, the following two (2) items require approval due to the fact that these changes deviate from the standard contract language:

1. Deletion of the Termination Clause for Convenience – Culvert Amherst is requesting the changes due to the fact that the company is absorbing the cost of the shelters up front and they are requesting reimbursement of actual costs if the County terminates the Agreement for Convenience. Termination for default or failure of the contractor to fulfill his obligation remains in the contract.
2. Exclusivity – Culvert Amherst is requesting the approval that the County will not enter into a contract for shelters with any other company, with the exception of LYNX and approved contract with the County.

Planning and Development and Fiscal Services/Purchasing and Contracts Division consider the requested changes being reasonable and recommend the Board to accept and approve the changes and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office.

**BUS SHELTER DESIGN, INSTALLATION AND MAINTENANCE AGREEMENT
(RFP-4145-02/BJC)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CULVERT AMHERST, LLC**, duly authorized to conduct business in the State of Florida, whose address is 141 Fifth Avenue, New York, New York 10010, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide design, fabrication, installation, and maintenance for bus shelters in Seminole County, as well as replacement of existing shelters and advertising where appropriate; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish the above listed services to the COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2 RIGHT TO PLACE SHELTERS AND BENCHES. The COUNTY shall permit the CONTRACTOR to use the public rights-of-way in unincorporated Seminole County for the placement by the CONTRACTOR of

bus shelters and benches upon the terms and conditions hereinafter stated. The CONTRACTOR will pay to the COUNTY an agreed upon revenue fee for the placement of each shelter that has display advertising. The COUNTY covenants that it shall use best efforts to cooperate with the CONTRACTOR in connection with the CONTRACTOR's installation, maintenance and repair of said bus shelters and benches, including, but not limited to, the issuance of COUNTY permits, authorizations, or other approvals of governmental agencies, i.e., the Florida Department of Transportation, or utilities that may be required for same. The COUNTY shall also work with the CONTRACTOR to expedite the issuance of any and all electrical hookups required for the operation of bus shelters. The right to install such shelters and benches in Seminole County and display advertising thereon shall be exclusive to the CONTRACTOR except as provided in the Scope of Services attached hereto.

SECTION 3. INSTALLATION, MAINTENANCE AND OWNERSHIP OF SHELTERS AND BENCHES.

(a) The CONTRACTOR shall install shelters and benches in conformance with the COUNTY's codes and permitting processes. The CONTRACTOR will pay permitting fees up to FORTY-NINE AND NO/100 DOLLARS (\$49.00) for each shelter or bench placement. Any and all shelters and benches are, and shall remain, the sole and exclusive property of the CONTRACTOR until the expiration or termination of this Agreement and/or extended Agreement, at which time, ownership would become the COUNTY's. For installation, the CONTRACTOR will comply with all appropriate safety standards, buildings, public works and electrical codes and the COUNTY's permitting process. The CONTRACTOR will be required to seek right of way permits from the COUNTY for placement of shelters and benches in their right of way and must

acquire right of way permits from the Florida Department of Transportation for placement in State rights of way.

(b) (b) Shelter, bench sites, and type of structure shall be selected by the COUNTY after the preparations of reports recommending site locations by the CONTRACTOR. The CONTRACTOR shall coordinate with such other governmental agencies as may be necessary for such installation. No bus shelter or bench shall be placed at any location without the prior approval of the COUNTY as to its location and placement. Bus Shelters and benches shall not be placed in such a manner as to be an ADA violation or as to obstruct traffic or otherwise constitute a traffic hazard. It is understood that shelters without advertising and benches will not generate revenue for the COUNTY. Upon request of COUNTY, CONTRACTOR shall produce any records necessary to verify revenues for said shelter.

(c) The CONTRACTOR shall install and maintain up to sixty (60) transit shelters during the term of this Agreement, unless it is determined by both parties that the installation of sixty (60) shelters is not feasible. The amount of sixty (60) shelters may be reduced if benches are substituted for a shelter as specified in Section 3.01.01 of Exhibit "A". CONTRACTOR will install the COUNTY selected transit shelters during the term of the Agreement based on Exhibit "A".

(d) Benches do not substitute one for one for a shelter but the accumulated costs of benches to equal the cost of a shelter without advertising will count toward the required allotment of non-advertising shelters. The CONTRACTOR will need to verify to the COUNTY the costs of benches prior to receiving a credit towards the number of non-advertising shelters.

(e) CONTRACTOR shall not permit advertising of adult entertainment, massage parlors, adult bookstores, adult theaters, adult escort services, pornographic, or obscene material. The determination of such objectionable material shall not be unreasonably withheld by the COUNTY and shall be removed upon written request of the COUNTY.

(f) Per Exhibit "A," inspection and general maintenance shall be performed on all shelters and damage to the shelter shall be repaired, or the site be made safe by CONTRACTOR within forty eight (48) hours of the time said damage is reported to the CONTRACTOR. CONTRACTOR shall also use good faith efforts to maintain an area five feet (5') from each side of the shelter to include sidewalks, except when a significant event causes repair beyond the five feet (5') and authorized by Project Manager. In the event a shelter is not maintained in good repair and in clean condition, except for those conditions caused by normal operation, or becomes a hazard or nuisance as determined by the COUNTY, the COUNTY shall notify the CONTRACTOR in writing and repairs will commence per this Agreement. If the condition is not corrected to the COUNTY's reasonable satisfaction within ten (10) working days after the date of notice, the COUNTY shall have the right and privilege to remove said shelter and charge the CONTRACTOR for the costs of such removal or bill the CONTRACTOR for the repair work performed at the COUNTY's actual cost including administrative costs. In order to minimize any liability, the CONTRACTOR agrees to remove, repair damaged shelters, or make safe, within twenty-four (24) hours of the reporting to the CONTRACTOR of an accident or any damage which creates a hazardous condition for the public at large. The CONTRACTOR shall provide to the COUNTY in the computerized inventory a monthly Maintenance Report.

(g) The CONTRACTOR will keep up to date a computerized inventory of shelters and benches in accordance with Section 3.01.07 of the Scope of Services.

SECTION 4. RIGHT OF CONTRACTOR TO REMOVE INDIVIDUAL SHELTERS.

Except as provided for in this Section, the CONTRACTOR shall not remove any shelters installed at a bus stop location during the term of this Agreement without first having obtained written consent of the Planning Division Manager or designee. It is agreed, however, that the CONTRACTOR shall have the right to remove individual shelters without seeking prior approval from the COUNTY in the event that such shelters have been subjected to "chronic vandalism" or such shelters have been damaged, thereby resulting in a hazardous condition, but must follow up with notice within five (5) days of such removal. For purposes hereof, the phrase "chronic vandalism" shall be defined as damages inflicted to an individual shelter during any three (3) consecutive month period which require cumulative expenditures for replacements and repair that exceed ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

SECTION 5. RELOCATION OF SHELTERS. In the event of a change in bus stops or other transportation systems designations, changes in street design or right-of-way or changes the COUNTY deems necessary for the public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near shelters established in connection herewith, the CONTRACTOR, at the COUNTY's written request, shall relocate a designated shelter to another location mutually agreed to by the COUNTY and the CONTRACTOR. NOTE: If requested by the COUNTY, a shelter must be removed even if COUNTY and CONTRACTOR cannot agree on a new site. Once all shelters/benches are constructed, the total

shelter units in the COUNTY will not fall below a minimum of forty (40) units for any thirty (30) day period unless CONTRACTOR and COUNTY agreed to reduction.

The expense in connection with such relocation shall be borne by the CONTRACTOR, and the CONTRACTOR shall act expeditiously in order to relocate such shelters, and in the event that a change of street design or right-of-way location shall require the relocation of a shelter, the CONTRACTOR shall coordinate its work with the contractors or other personnel performing labor in connection with the change of street design or right-of-way location in order to accomplish the relocation expeditiously and without interference to the work in connection with the relocation of streets or right-of-way.

Prior to removing any existing shelters or benches owned by LYNX, the regional transit agency, a level of coordination must occur to ensure that dismantling and movement of the shelter/bench is to the satisfaction of LYNX and all parts are returned to LYNX.

SECTION 6. PAYMENT OF FEES. All monies to be paid to the COUNTY in the form of fees, shall be paid in the following manner:

(a) CONTRACTOR shall pay the COUNTY a sum in accordance with Exhibit "B" on a monthly basis.

(b) All payments shall be promptly submitted to the COUNTY Finance Director, and shall designate this Agreement and the particulars of the payment. This includes a list of current shelter locations related to the said payment. Any unpaid balance of fees not paid when due, shall bear an interest charge of eighteen percent (18%) per annum until paid.

SECTION 7. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after payment to support payment hereunder. This audit

would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed.

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S performance of any of the services furnished under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONTRACTOR's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONTRACTOR. No changes or revisions to the documents furnished by CONTRACTOR shall be made by COUNTY or its agents without the written approval of CONTRACTOR.

SECTION 10. TERM. This Agreement shall take effect on the date of its execution by the parties and Notice to Proceed by the COUNTY and shall remain in effect for a period of ten (10) years. At the option of the COUNTY, this Agreement may be renewed for an additional term not to exceed five (5) years.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time because of the failure of the CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the

Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

(c) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 13. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or

making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent, which consent should not be unreasonably withheld, of the opposite party and only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the Project Manager or designee. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 17. INSURANCE.

(a) General. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by

this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be

in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured

under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the

place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Planning and Development
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CONTRACTOR:

Culvert Amherst, LLC
141 Fifth Avenue
New York, New York 10010

SECTION 27. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 29. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CULVERT AMHERST, LLC

Secretary
(CORPORATE SEAL)

By: _____
CHRISTOPHER J. CULVER, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney
AC/lpk
1/28/03 2/4/03
RFP-4145

Attachments:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation

PERFORMANCE BOND**\$25,000.00**

Seminole County Contract No. RFP-4145-02/BJC

KNOW ALL MEN BY THESE PRESENTS: that_____
(Name of CONTRACTOR)_____
(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter
(Corporation, Partnership or Individual)called Principal, and _____
(Name of Surety)_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of one hundred percent of the amount of the contract (100%) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than TWENTY-FIVE thousand dollars (\$25,000.00).

Seminole County's Telephone Number: _____ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the services described on: RFP-4145-02/BJC.

Legal description of the property: Seminole County Government, Board of County Commissioners.
Locations of the shelters to be determined.

General description of the Work: The Contractor is responsible for the design, fabrication, installation, possible replacement of existing shelters, maintenance, operation and repair of transit shelters and the ability to have display advertising thereon where appropriate.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and

PERFORMANCE BOND

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and

3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the principal shall be an automatic default under the Agreement.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance

PERFORMANCE BOND

with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20____.

ATTEST:

By _____
(Principal) Secretary

Name _____
(Type)
(Corporate Seal)

Witness to Principal

Name _____
(Type)

Witness to Principal
Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Name _____
(Type)
(Corporate Seal)

Witness as to Surety

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Principal (Contractor)

By _____

Name _____
(Type)

Title _____

Address _____

City/State/Zip _____

Surety

Phone No. _____

Fax No. _____

By _____

Attorney-in-fact

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

PAYMENT BOND

\$25,000.00

Seminole County Contract No.: **RFP-4145-02/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter after called (Corporation,
Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

Surety's Telephone Number: _____

herein called Surety, are held and firmly bound unto _____
SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY",
in the sum of one hundred percent of the amount of twenty-five thousand dollars (\$25,000.00) in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

Seminole County's Telephone Number: _____ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Agreement with the COUNTY, dated the _____ day of _____, 20____, and made a part hereof
the services described on: RFP-4145-02/BJC.

Legal description of the property: Seminole County Government, Board of County Commissioners.
Locations of the shelters to be determined.

General description of the Work: The Contractor is responsible for the design, fabrication, installation,
possible replacement of existing shelters, maintenance, operation and repair of transit shelters and the
ability to have display advertising thereon where appropriate.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly
make payments to all claimants as defined in Section 255.05 (1), Florida Statutes, supplying Principal
with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work
provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force
and effect subject, however, to the following conditions:

PAYMENT BOND

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that the CONTRACTOR shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this _____ day _____ of _____, 20____.

ATTEST:

By _____
(Principal) Secretary

Name _____
(Type)
(Corporate Seal)

Witness to Principal

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary
Name _____
(Type)
(Corporate Seal)

Witness as to Surety

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Principal

By _____

Name _____
(Type)

Title _____

Address _____

City/State/Zip _____

Surety

Phone No. _____

Fax No. _____

By _____
Attorney-in-fact

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

SECTION 3.0 – SCOPE OF SERVICES

3.01 GENERAL

3.01.01 Introduction

The Board of County Commissioners of Seminole County is requesting proposals from firms for a ten (10) year contract for the design, fabrication, installation, possible replacement of existing shelters, maintenance, operation and repair of transit shelters and the ability to have display advertising thereon where appropriate. Also benches without advertising may be placed where there is not sufficient space for a shelter at transit stops at the County's discretion. The County will select a vendor through the competitive bidding process and negotiate a contract with the selected firm (referred to herein as "Contractor"). The County seeks assistance in identifying locations where transit shelters should be placed conveniently to serve the needs of residents, employees, students, and visitors of Seminole County. Shelters will predominately be placed in public rights of way, both with and without display advertising. The County will permit the Contractor to place a shelter outside of a public right of way immediately adjacent to a designated transit stop in the event the Contractor has coordinated with a private property owner to acquire the legal right to place the shelter on such property and assume liability responsibilities as included in a forthcoming contract.

In Seminole County, there are approximated 415 transit stops of which approximately 200 plus are in unincorporated Seminole County. There are 25 transit shelters of which 8 are located in unincorporated Seminole County. Some of these shelters will need to be replaced. Municipalities will have the option to use the County's selected vendor if agreed to by the City and the Contractor in a separate agreement between the two entities. This allows for similar types and styles of transit shelters throughout the county.

The Contractor will construct sixty (60) shelters in unincorporated Seminole County. The Contractor will be permitted to display advertising on 46 shelters. Fifty (50) additional shelters may be built in unincorporated Seminole County depending upon the County's discretion and changes to the transit routes during the time frame of the contract or in the event of a major road project where bus bays and shelter space are provided for in the redesign of the roadway. Of the fifty (50) additional shelters, thirty-six (36) shelters may display advertising. An amendment to the original contract will be required to proceed with the additional fifty (50) shelters.

The Central Florida Regional Transportation Authority, a.k.a., LYNX, at this time opts to place a bench on a concrete pad at bus stops in the public right of way in situations where the right of way can not accommodate a transit shelter. The benches are designed to prevent reclining horizontally and advertising. The County would like to have the option to direct the Contractor to construct benches on concrete pads in lieu of shelters where a site can not accommodate a shelter. These benches would also be without advertising. An individual bench on a concrete pad would not count towards the quota of non-display advertising shelters but their accumulative value would count towards the cost of a non-displaying shelter. However many benches equal the cost of a non-displaying shelter then this determined amount would count towards the quota. A map is included in the RFP package identifying the location of transit stops in Seminole County for use in preparing the Proposal.

Shelters or benches will be targeted for placement at transit stops or immediately adjacent to a transit stop. However, the County wishes to have the option to place a shelter or bench at an alternative location as needed.

It should be noted that the Contractor would not be the only entity allowed in Seminole County to locate, design, fabricate, install, replace, operate or maintain or repair shelters. In certain situations, LYNX may place a non-advertising shelter in Seminole County. The County wishes to continue its partnership with LYNX and allow LYNX to place or replace shelters within the County. However, placement or replacement of shelters by LYNX will be targeted to single family residential locations or in close proximity to single family residential areas where display advertising would be deemed by the County as inappropriate for the character of the immediate area. The Contractor may be assured that the shelters placed or replaced by LYNX will not have display advertising and the County will coordinate with LYNX as to the type, size, etc., of shelter installed, so that there may be some continuity of type or style of shelter. Also the County may on occasion direct a land developer to install a shelter, for example, as a condition of a Development Order. Shelters built under this arrangement will not be counted towards meeting the contracted number of shelters required by the Contractor but may be maintained and operated by the Contractor by formal agreement between the Land Developer and the Contractor, unless the County specifies otherwise.

As part of the contract, the Contractor will pay to Seminole County an agreed upon revenue for each shelter with display advertising. Information required for the proposal estimate of shelter revenue is described in the Scope of Services.

If the parties agree, the contract between the County and the Contractor may be extended beyond the ten (10) year initial term for an additional five (5) years. A decision to engage in an extended contract would be based upon the success of the first eight (8) years of operation. Installed shelters will become the property of Seminole County according to the time period agreed upon in the contract between the County and the Contractor.

3.01.02 General Requirements of the Negotiated Contract between the County and the Contractor

The Contractor shall be responsible for the following and shall address the following in the proposal:

- A. Assistance in Identifying Locations of Shelters;
- B. Bus Shelter Design and Fabrication;
- C. Removal of older shelters as agreed upon by the County and LYNX;
- D. Bus Shelter Installation in accordance with County regulations for right of way permits, safety standards, site plans, and all building codes;
- E. Creating and Maintaining an Inventory of bus shelters;
- F. Bus shelter Maintenance, Operation and Repair;
- G. Operation of a Bus Shelter Advertising Program; and
- H. Payment of Revenues to the County.

3.01.03 Assistance in Identifying Locations of Shelters

The first responsibility of the Contractor will be to work with the County in determining where shelters should be placed and which existing shelters should be replaced. The County will

identify a ranking of public right of way segments where shelter location(s) are needed or desirable based on criteria, such as, route boardings, head way frequencies, pedestrian traffic and pedestrian accident rates. The Contractor will submit to the County short recommendation papers with sketch graphics identifying the proposed shelter location(s) and types of structures to be placed within the identified segments. Prior to submitting the recommendation papers to the County, the Contractor will evaluate the current bus stops for the feasibility of placing shelters in the public right of way. The County will review such information in directing the Contractor where to place the shelters. The Proposal should address how the Proposer intends to carry out this work task.

3.01.04 Bus Shelter Design and Fabrication

As part of the proposal, the Proposer will submit a minimum of 3 pictures displaying types of shelter designs with and without advertising. Each picture must also depict shelter dimensions, color and needed pad size, in addition to a description of the materials of which the shelter is constructed. One picture of a bench type should be submitted with the proposal for review by the County. Additional pictures of shelter designs with and without advertising and bench types (without advertising) may be submitted with the proposal. As part of the negotiations, the County will select designs to be used for varying transit shelter sizes. Additional designs may be requested from the Proposer during the selection or negotiation phase.

Each shelter proposed must adhere to the following:

- A. A design life of a minimum of twenty (20) years.
- B. Provide adequate ventilation and protection from the local climate.
- C. Seating is required except where waived by the County in the smaller shelters where a lean bar would be provided.
- D. The advertising sign may be part of the shelter, a stand-alone kiosk and/or other form acceptable to the County. During the permitting process, it will be determined whether to allow a kiosk or other form of advertising and whether these would be in addition or without the advertising sign(s) on the shelter. Advertising may not block the view of waiting persons from on-coming or parallel traffic. Shelter design may not obscure view of waiting persons from an approaching bus.
- E. Shelters will be grounded and provide for illumination of the shelter interior and the adjacent sidewalk. All advertising panels shall be backlit and approved by the Traffic Engineer during the review process. Operating costs for lighting will be at the Contractor's expense and must be in sync with sunset and operate during all times of darkness during which the buses on the routes of the shelter operate. Lighting of the shelter will be separate from the lighting of the advertising panel. Use of solar lighting is encouraged.
- F. Plans should indicate how public pay phones might be included in some of the shelters. The provision of a bicycle rack should be incorporated into the design of the majority of the transit shelter sites. All shelters will include, at minimum, one 22-24 gallon trash receptacle per 120 square feet of shelter space to be maintained and emptied at the Contractor's expense. Contractor will increase frequency and/or capacity as necessary or upon request by the County. Shelters, seating/benches, lean bars, bicycle racks, trash receptacles and public phones will be firmly secured to a concrete pad.
- G. All shelters must be ADA compliant, constructed and maintained in accordance with all federal, state, and local codes, regulations and laws.

- H. An area or areas on the structure should be provided for bus route maps, street identification with street names and identification of bus stops and should be visible as the bus approaches.
- I. All shelters must be designed in a manner to curtail potential crimes/vandalism at the shelters.
- J. Contact phone numbers shall be posted to report damage to shelters or benches.
- K. Proposers are encouraged to propose additional public amenities.

3.01.05 Removal of older Shelters as agreed Upon by the County and LYNX

During the term of the contract, the County may direct the Contractor to remove, replace and relocate shelter structures as necessary to replace older, existing shelters or to accommodate County Road projects, changing needs or to address security concerns or relocate/replace shelters the Contractor has installed. All such removals, replacements and/or relocations shall be accomplished at the sole expense of the Contractor. The proposal should acknowledge the need to remove, replace or relocate shelters over the ten year contract period and the possible need to replace the Contractor built shelters in an extended five year contract for shelters with a design life of twenty years. Replaced shelters do not count towards the quota of required shelters to be installed by the Contractor.

3.01.06 Bus Shelter Installation in accordance with County Regulations

The proposal should address how bus shelter installation will comply with all appropriate safety standards, building, public works and electrical codes and the County's permitting processes. The forthcoming contract between the County and the Contractor will address County permitting fees. The Contractor will need to acquire right of way permits from the Florida Department of Transportation to place a shelter in a state right of way and from the County to place a shelter in a county right of way.

No shelter shall be placed in a manner that, in the opinion of the County's Traffic Engineer is unsafe, affects the performance of any traffic control device, limits or restricts intersection or driveway visibility. The County Traffic Engineer will review the shelter design plan during the permitting process.

3.01.07 Creating and Maintaining an Inventory of Shelters

The Contractor shall provide to the County, at the Contractor's sole expense, a computerized inventory of shelters compatible with the County's GIS system. The inventory shall contain a database, mapping and graphic information for recording the location, type, design, pad size and features of all installed shelters and the location, features and status of proposed sites for shelters including sites that have been rejected. Also the inventory shall document major repairs to any shelters. Such inventory shall be operational at the commencement of the contract and be updated monthly by the Contractor. Upon the expiration or termination of the contract, the system and data shall become the property of the County without compensation to the Contractor. The proposal should address how the Proposer intends to create and operate a computerized inventory of shelters.

3.01.08 Bus Shelter Maintenance, Operation and Repair

The proposal will address how the Contractor would provide maintenance, operation and repair of shelters to include, but not limited to the following:

- A. Inspect each shelter weekly and determine if repair is needed.
- B. Remove trash at a frequency agreed upon by the County and the Contractor.
- C. The area of the shelter shall be cleaned including raking up cigarette butts and other debris, no less than weekly.
- D. Contractor will high pressure clean the shelter and concrete once every three (3) months, or more frequent intervals, if necessary.
- E. Damage, breakage, the appearance of graffiti and lighting problems are to be repaired within forty-eight (48) hours of being reported to the Contractor.
- F. All grass areas associated with a shelter shall be mowed as needed and maintained properly. All foundations and sidewalks shall be edged at each cutting. Any ant, hornet and wasp nests within 25 feet of the transit stop in the public right of way shall be exterminated during the cutting.
- G. A cleaning/repair log must be a part of the computerized inventory and must indicate the date and time the shelter was cleaned, any damage and any needed repairs should be noted and dated.
- H. The sidewalk immediately adjacent to each shelter within five feet on either side of the shelter and the sidewalk or paved area in front of the shelter leading to the curb or roadway pavement shall be maintained in proper walking condition, level and free of cracks or other irregularities. If necessary, the Contractor shall repair or restore the concrete in this area at its sole expense. All sidewalk repairs shall match existing adjacent sidewalk concrete, texture, quality and pattern.
- I. The agreement between the County and the Contractor will address emergency repairs.
- J. Additional maintenance and operational requirements may be negotiated with the selected vendor during preparation of a contract.
- K. In the event the Contractor elects to subcontract for any work related to shelter or bench installation, maintenance, etc., the Contractor shall provide the appropriate County representative with written notice per language negotiated in the contract between the County and the Contractor. The Contractor shall remain primarily responsible for any subcontracted duties.
- L. If the Contractor does not maintain or repair shelters within a prescribed time as negotiated in the contract, the County is entitled to correct the deficiencies and bill the Contractor for the work performed at the County's actual cost, including administrative costs.

3.01.09 Operation of a Bus Shelter Advertising Program

Shelter advertising shall not contain any sign or advertising copy greater in size than six (6) feet by four (4) feet equal size. Each shelter structure may have a maximum of two advertising signs. Advertising should be located on shelter panel(s) except where approved by the County that advertising may be placed on a kiosk or other form acceptable to the County and it will be determined during the permitting process whether to allow a kiosk or other form of advertising and whether these would be in addition or without the advertising sign(s) on the shelter. No advertising shall be permitted on the roof or above the roofline of a shelter. The proposal should address how the Proposer intends to provide display advertising and indicate what other forms they may wish to pursue besides the end advertising copy.

The Contractor shall not place any advertising which displays alcoholic beverages or tobacco products, adult entertainment, any substance or item which cannot be legally purchased or obtained by a minor, except for advertising for the Florida Lottery, or be of any immoral nature or otherwise objectionable in the judgment of the County. Advertising guidelines will be included in the forthcoming contract. Within the proposal, the Proposer will state they will comply with these directives.

Electronic media advertising will not be permitted. Audible advertising will not be permitted.

The Contractor shall develop a program for providing free or below cost advertising to non-profit organization. Unsold advertising space shall be made available at no cost to the County (the County understands that it is responsible for the cost of producing advertisements). This should be addressed in the proposal and specifics agreed upon in the contract between the County and the vendor.

3.01.10 Payment of Revenues to the County:

As part of the contract, the Contractor will pay to Seminole County a predetermined portion of the revenues for each shelter that has display advertising. The proposal must indicate the amount of compensation offered to the County for the rights granted under the contract. In the proposal, this compensation scheme must be stated as both a percentage of gross revenues derived by the Contractor as a result of display of advertising on the shelters installed by the Contractor; and a fixed dollar amount. Both estimates should be proposed as monthly and yearly increments. The County will reserve the right to receive whichever revenue is higher. The Proposer may structure the compensation package differently and may offer guaranteed alternative compensation packages provided the package(s) is clearly understandable and a minimum annual compensation amount is clearly stated.

END OF SECTION 3.0