

32. **Award M-390-03 – Bus Bench Concession Agreement to Metropolitan Systems, Inc. of Orlando, FL (\$25.00/bench/year payable to the County).**

At the 04/08/03 meeting of the Board of County Commissioners, the Board directed the Planning and Development Department, Planning Division to enter into a sole source exclusive contract with the vendor currently providing bus benches, Metropolitan Systems, Inc.

M-390-03 provides exclusive rights to Metropolitan Systems, Inc. for a bus bench program throughout Seminole County. Metropolitan will pay to the County \$25.00 per year for each bench placed. This amount is payable annually on the anniversary date of the agreement. The agreement is for a base period of 10-years with two 5-year options for a total period of 20 years.

Planning and Development Department/Planning Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

BUS BENCH CONCESSION AGREEMENT (M-390-03)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **METROPOLITAN SYSTEMS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1050 West Robinson Street, Orlando, Florida 32805, 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 bus benches at transit stops in Seminole County; 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 services to the COUNTY and desires to provide its services according to the terms and conditions stated herein; and

WHEREAS, the Bus Bench Program will provide benefit to the Woman's Club of Sanford, the Sanford Jaycees and the Sanford Lions Club,

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. COMMENCEMENT OF SERVICES. The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties.

SECTION 3. FEES. The CONTRACTOR agrees to compensate COUNTY for concession rights called for under this Agreement a fixed fee in the amount of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per year, per bus bench, payable annually on the anniversary date of this Agreement.

SECTION 4. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR. 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.

SECTION 5. 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 6. 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 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of ten (10) years. At the option of the parties, this Agreement may be extended for two (2) additional terms not to exceed five (5) years each.

SECTION 8. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or 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) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY.

(d) 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 9. 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 10. 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 11. 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 of the opposite party and only by a document of equal dignity herewith.

SECTION 12. 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 COUNTY. 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 13. 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 14. 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 (Professional Liability, 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 are 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) |
| \$1,000,000.00 | (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:

LIMITS

| | |
|--|--|
| General Aggregate | \$Three (3) Times the Each Occurrence Limit |
| Personal & Advertising Injury Limit | \$500,000.00 |
| Each Occurrence Limit | \$500,000.00 |

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$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. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence 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 15. 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 therefore 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 22. 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 23. 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 Department
1101 E. First Street
Sanford, FL 32771

FOR CONTRACTOR:

Metropolitan Systems, Inc.
1050 W. Robinson St.
Orlando, FL 32805

SECTION 24. 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 25. 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 26. 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:

METROPOLITAN SYSTEMS, INC.

Secretary

By: _____
President

(CORPORATE SEAL)

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
8/11/03 10/2/03
M-390

Attachment:
Exhibit "A" - Scope of Services

Scope of Services for Bus Bench Vendor M-390-03

Overview

The Board of County Commissioners of Seminole County is seeking a ten (10) year contract for the design, fabrication, installation, maintenance, operation and repair of Bus Benches and the ability to have display advertising thereon where appropriate at transit stops. However, the County wishes to have the option to place a Bus Benches without advertising at an alternative location as needed. The County seeks assistance in identifying locations where Bus Benches should be placed conveniently to serve the needs of transit user's residents, employees, students, and visitors of Seminole County. Bus Benches will predominately be placed in public rights of way, both with and without display advertising. The County will permit the Contractor to place a Bus Bench 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 Bus Bench on such property and assumes liability responsibilities.

It should be noted that the Contractor would not be the only entity allowed in unincorporated Seminole County to locate, install, replace, maintain and repair Bus Benches. In certain situations at the County's direction, the transit provider and/or the transit shelter vendor may place non-advertising Bus Benches in Seminole County. These non-advertising benches 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 and the bench provider is unable to provide the desired bench. Also the County may on occasion direct the transit shelter vendor to install a transit shelter at a transit stop where the contractor has placed a Bus Bench. In these situations the County will direct the Contractor to remove and relocate the bench to another transit stop as agreed to with the County.

1.0 General Requirements of the Contract between the County and the Contractor

The Contractor shall be responsible to:

- A. Identify the locations of Bus Benches;
- B. Submit alternative Bus Bench Designs for review and selection by the County;
- C. Removal and replacement of older Bus Benches as agreed upon and directed by the County with updated benches;
- D. Bus Bench Installation in accordance with County regulations for right of way permits, safety standards, site plans, and all building codes;
- E. Within sixty (60) days of execution of the contract, create and deliver to the County on the attached Bench Inventory Form (Attachment A) an Inventory of Bus Benches in unincorporated Seminole County which includes the four (4) digit transit stop number located on the transit stop sign;
- F. Bus Bench Maintenance, Operation and Repair;
- G. Operation of a Bus Bench Advertising Program;
- H. Payment of Revenues to the County; and
- I. Securing Liability Insurance.

2.0 Assistance in Identifying Locations of Bus Benches

The Contractor will work with the County in determining where Bus Benches should be placed and which existing Bus Benches should be replaced. The County will review where Bus Bench location(s) are needed or desirable locations based on criteria, such as, transit route boardings, head way frequencies, pedestrian traffic and pedestrian accident rates. The Contractor will submit to the County sketch graphics identifying the proposed Bus Bench location(s) and a completed Bench Inventory Form (Attachment A) for each location. The County will review such information with the Contractor prior to placement of the Bus Benches.

3.0 Bus Bench Design and Fabrication

The contractor will submit a minimum of 3 pictures of Bus Bench designs with and without advertising for review by the County. Each picture must also depict Bus Bench dimensions, a description of the materials of which the Bus Bench is constructed. The County will select a design(s) to be used. Additional designs may be requested from the contractors during the selection phase.

Each Bus Bench proposed must adhere to the following:

- A. A design life of a minimum of five (5) years.
- B. Shall be no more than forty-five (45) inches high nor more than seventy-eight (78) inches long nor more than thirty (30) inches wide.
- C. Shall be placed at an existing transit stop unless otherwise directed by the County. Such placement shall not be permitted to cause a public sidewalk to be closed to pedestrian passage or to create a hazard or to otherwise be detrimental to public safety.
- D. The advertising sign shall be part of the Bus Bench, located on the back rest. Advertising shall not block the view of waiting persons from on-coming or parallel traffic. Bus Bench design shall not obscure view of waiting persons from an approaching bus.
- E. All Bus Benches must be ADA compliant, constructed and maintained in accordance with all federal, state, and local codes, regulations and laws.
- F. All Bus Benches must be designed in a manner to curtail potential crimes/vandalism at the Bus Benches.
- G. Contact phone numbers shall be posted on each bench to report damage to Bus Benches. Emergency repairs must be in accordance to the agreement between the County and the Contractor.
- H. No bench shall be placed so that the angle of its long dimension in relation to the curb line shall be greater than forty-five degrees (45%).
- I. No more than one (1) bench displaying a commercial message or intended for the display of a commercial message shall be permitted at a particular location.

4.0 Removal of older Bus Benches as agreed upon by the County

During the term of the contract, the County may direct the Contractor to remove, replace and relocate Bus Benches as necessary to replace older, existing Bus Benches, or to accommodate road projects, changing needs, to update to a new bench design, to address security concerns or to relocate Bus Benches to provide for the installation of a transit shelter. Update to a new bench design may be phased at agreed to locations of a period of five (5) years. All such removals, replacements and/or relocations shall be accomplished at the sole expense of the Contractor

5.0 Bus Bench Installation in accordance with County Regulations

The Contractor shall comply with all appropriate safety standards, building, public works and ADA codes and all other applicable codes. No Bus Bench 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 Bus Bench design plan during the permitting process.

6.0 Creating and Maintaining an Inventory of Bus Benches

The Contractor shall provide to the County inventory on the Bench Inventory Form (Attachment A). The inventory shall contain the LYNX transit stop four (4) digit identification number, the type and design of all features of the installed Bus Benches and the physical location in the form of linear distance in feet from the nearest intersection denoted by through street on the bus route and cross street. Such inventory shall be operational within sixty (60) days of execution of the contract and be updated monthly by the Contractor.

7.0 Bus Bench Maintenance, Operation and Repair

The contract will provide maintenance, operation and repair of Bus Benches to include, but not limited to the following:

- A. Inspect each Bus Bench monthly 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 Bus Bench shall be cleaned including raking up trash and other debris, no less than monthly.
- D. Damage, breakage and the appearance of graffiti are to be repaired within forty-eight (48) hours of being reported to the Contractor.
- E. All grass areas associated with a Bus Bench shall be mowed as needed and maintained properly. Any ant, hornet and wasp nests within five (5) feet on all sides of the bench and extending to the curb or edge of pavement in the public right of way shall be exterminated during the cutting.
- F. The agreement between the County and the Contractor will address emergency repairs.
- G. Additional maintenance and operational requirements may be needed at specific sites as agreed to by the Contractor and the County.
- H. In the event the Contractor elects to subcontract for any work related to Bus Bench 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.

- I. If the Contractor does not maintain or repair Bus Benches within 5 working days of written notice, 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 or terminate the contract.

8.0 Operation of a Bus Bench Advertising Program

Bus Bench advertising shall not contain any sign or advertising copy greater in size than six (6) feet in length by two (2) feet in height. Each Bus Bench structure may have a maximum of one (1) advertising sign. Advertising should be located on front or back of the back rest of the Bus Bench.

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, or be of any immoral nature or otherwise objectionable in the judgment of the County, except for advertising for the Florida Lottery. Electronic media advertising will not be permitted. Audible advertising will not be permitted.

The Contractor shall maintain a program for providing free or below cost advertising to non-profit organization. From time to time and as advertising space is available, the County may request use of the unused space at no cost to the County for an agreed to period. The County understands that it is responsible for the cost of producing advertisements.

9.0 Payment of Revenues to the County, Performance Bond and Securing Liability Insurance

To off-set the cost of administrating the program, the contractor will pay to Seminole County a predetermined amount of Twenty Five Dollars (\$25) per bench per year for those benches located along the commercial corridors where advertising is acceptable. The County and the Contractor will renegotiate this amount at the end of each term of the contract prior to approval of each renewal term.

The agreement between the County and the Contractor identifies the required liability insurance and the limits of coverage.

(Attachment A)

BUS BENCH INVENTORY FORM

Date: _____

Bus Stop ID No.: _____ (4-digit)

Route No. (s): _____ (Link No.)

Street Name: _____

Nearest Cross Street Name: _____

Approximate Distance from Cross Street: _____

Side of Roadway: _____ (east/west/north/south)