

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	July 10, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Palm Tran		
Submitted By:	Palm Tran		
Submitted for:	Palm Tran		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Creative Outdoor Advertising of America, Inc. under which they will install, maintain, and service advertising bus benches along Palm Tran's fixed routes.

Summary: The initial term of the contract is for ten (10) years and will provide the County with an estimated \$379,500 in revenue. At its option, the County may extend the Contract for an additional five (5) years. This went through a RFP process twice and both times we received only the one proposal from our existing vendor. The contract will be managed out of their Palm Beach County office, with the Company's headquarters in Canada.

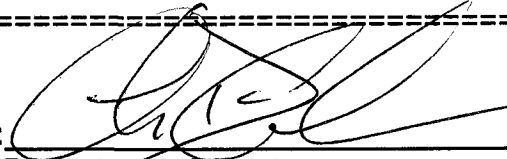

At start up, the Contractor will remove all existing advertising benches and replace them with modern American with Disabilities Act (ADA) compliant benches (with two waste containers for recycling); in addition the surface areas at the benches will be brought up to current ADA standards, all at no cost to the County. Thereafter the Contractor will maintain the benches, surrounding area, and handle waste pick up. Monthly payment to the County will be based on the number of advertising benches in service each month. Countywide (DR)

Background and Justification
RFP 11-053 R/SC was issued by Purchasing in 2011 for both benches and shelters. We received no proposals for providing a combined bench and shelter contract. We did receive one proposal for providing the benches from Creative Outdoor Advertising of America, Inc. After review by the selection committee, their proposal was accepted based on the past performance under their current contract, the modern design of the benches and waste containers, and their commitment to bring the applicable areas and benches into State and Federal ADA compliance. Their parent corporation, Bench Press LTD., guarantees performance of the contract.

Palm Tran operates approximately 1152 directional one-way route miles of fixed route service. Currently there are County controlled advertising benches along the system. (Some municipalities provide additional benches under their own agreements with providers).

- Attachment(s):**
- 1. Contract 11-053R/SC (4 copies)
 - 2. Contractors Proposal September 9, 2011
 - 3. RFP 11-053R/SC 2011

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Recommended By:		<u>June 27, 2012</u>
	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Grant Expenditures					
Operating Costs					
External Revenues	(\$18,375)	(\$31,500)	(\$33,000)	(\$33,000)	(\$34,750)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$18,375)	(\$31,500)	(\$33,000)	(\$33,000)	(\$34,750)
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No
Budget Account No.: Fund 1340 Dep't. 540 Unit 5101 Object 6210
Program Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: John Murphy
John Murphy, Finance Manager


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFMB Fiscal and/or Contract Dev.

Dr. J. Jacob 621112
Contract Dev. and Control

B. Legal Sufficiency:

 6/27/12
Assistant County Attorney

C. Other Department Review:

Department Director

**CONTRACT FOR
BUS STOP BENCH CONSTRUCTION,
INSTALLATION, MAINTENANCE AND ADVERTISING
(Contract No. 11-053R/SC)**

This Contract No. 11-053R/SC is made as of this _____ day of _____, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Creative Outdoor Advertising of America Inc., 1930 Commerce Lane, Suite 1, Jupiter, FL 33458, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide bus stop bench construction, installation, maintenance and advertising services to Palm Tran in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated September 6, 2011, as amended by CONTRACTOR'S letter dated October 13, 2011, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Charles D. Cohen, Executive Director, telephone number (561) 841-4200 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be David Gray, President, telephone number 1-800-661-6088.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services, (2) the provisions of RFP No. 11-053R/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated September 6, 2011, as amended by CONTRACTOR's letter dated October 13, 2011; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on February 15, 2012, and complete all services by February 14, 2022 with one (1) five (5) year option for renewal at the sole discretion of the COUNTY.

The removal and replacement of existing benches with the new benches "The Lexington" as specified in Exhibit A, section 5 shall be completed within six (6) months from the date of execution of this Contract.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO THE COUNTY

A. During the term of this Contract, the CONTRACTOR shall pay as compensation to the COUNTY, without set off, deduction, diminution, reduction, abatement or counterclaim, except as expressly provided herein, the following amounts for each advertising bus stop bench actually in place (whether or not the CONTRACTOR has ads installed thereon):

1. All benches which are currently installed under contract (R2000 1931), shall be at a monthly payment of \$14.58 per bench; and

2. The new benches shall be at the monthly payment as set forth in APPENDIX A2, CONTRACTOR's Revenue and Price Proposal Pages for "The Lexington" bench with two (2) recycling refuse containers attached hereto in Exhibit B, for the ten (10) year contract period.

All payments shall be prorated for the number of days each type of bench is installed in any month during the transition period.

It is understood and agreed that the actual number of advertising benches available will vary from month to month and that no minimum or maximum number has been or can be guaranteed by either party. Based on the current estimated 150 advertising bus stop benches available per month and the monthly rate per bench established in Appendix A2, the estimated total revenue to the COUNTY under this contract used for evaluation purposes only, is \$379,500.

Monthly payment shall be made within thirty (30) days of the end of each month without billing during the term of this Contract. Payments not received by the tenth (10th) of each month shall be considered past due and subject to a five percent (5%) late fee per month until paid. The last payment shall be paid within thirty (30) days after the termination, cancellation or expiration of this Contract. Each payment shall be based on the number of benches available for the month immediately preceding the date of payment.

Payments of compensation made by the CONTRACTOR to the COUNTY pursuant to the provisions of this Contract shall not be considered in any manner to be in the nature of a tax, but shall be in addition to all taxes of whatsoever kind or description which are now or which may thereafter be required to be paid by any ordinance or local law of Palm Beach County or any Municipality or City within the COUNTY, or any law of the State of Florida or any law of the Federal Government of the United States. Payment of compensation shall be in addition to any permit fees required by law.

In the event the CONTRACTOR fails to pay any of the monies required to be paid under this Contract within thirty (30) days after same shall become due,

interest at the rate of 1.5% per month, or eighteen percent (18%) per annum shall accrue against the delinquent payment(s) from due date until same are paid. Implementation of this provision shall not preclude the COUNTY from terminating this contract for default for nonpayment, or from enforcing any other provisions contained herein.

- B. All agreements made by the CONTRACTOR in connection with the display of advertising material shall provide that the U.S. Department of Transportation, the Comptroller General, the COUNTY, and Palm Tran shall have access to the books of account and records of all parties to such agreements for the purpose of ascertaining their correctness.

The CONTRACTOR agrees to use its best efforts to obtain the fair market value for the display of all advertising material.

The CONTRACTOR agrees to include in all its contracts for the display of advertising material a standard provision requiring that should the CONTRACTOR be held in default under this agreement, the CONTRACTOR shall assign and transfer to the successor contractor all applicable contracts for advertising on Palm Tran items, and such contracts shall thereupon become the property of the successor contractor. In the event of termination of this Contract in its normal course, or termination for convenience, for the period of up to twelve (12) months or the expiration of the advertising content contract following such termination, the successor contractor shall be required to pay to the incumbent CONTRACTOR twenty percent (20%) of the gross income from such contracts that extend beyond the expiration date of this Contract.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final payment" on the CONTRACTOR's payment to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed; that all charges and costs have been invoiced to the COUNTY; and that all payments due hereunder have been made to the COUNTY.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - PERFORMANCE AND PAYMENT BOND

- A. The CONTRACTOR shall furnish, to the COUNTY, a Performance and Payment Bond or Clean Irrevocable Letter of Credit in the amount of One Hundred Thousand Dollars (\$100,000.00), prior to commencement of work, and shall keep the same in full force and effect during the entire term of this Agreement. For the last year of the contract, the term of the bond shall be for no less than eighteen (18) months to secure the CONTRACTOR's performance of its obligations during the last year of the contract and those that continue after the expiration of the contract. CONTRACTOR's failure to provide a Bond that satisfies the requirements of this article shall constitute a material event of default.

The CONTRACTOR shall furnish a Performance and Payment Bond in a form and format satisfactory to the COUNTY as security for the faithful performance of the Contract for the payment of all persons performing services or providing supplies and for all costs incurred by the COUNTY to obtain a replacement contract, in the event the CONTRACTOR fails to perform as required under the Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the CONTRACTOR's failure to perform the Contract whether direct, indirect, actual, consequential, or incidental, and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Tran or the COUNTY's staff.

The Performance and Payment Bond is to ensure the faithful performance of all the requirements of the Contract and to save, defend, indemnify, and hold harmless the COUNTY from any and all damages, costs, fees, and expenses either directly or indirectly arising out of any failure to perform the Contract. The Bond(s) shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity, as issued by the United States Department of Treasury under 31.U.S.C., sections 9304 through 9308. The CONTRACTOR shall verify with the COUNTY, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond(s) must file, with the Bond(s), a certificate and effective dated copy of power of attorney. The CONTRACTOR must furnish the executed Bond(s) prior to the COUNTY's approval of Contract.

A cash deposit, or certified check, or Clean Irrevocable Letter of Credit, from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance and Payment Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of an Irrevocable Letter of Credit shall be substantially the same as that required of the Performance and Payment Bond(s), and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the COUNTY's requirements set forth in Palm Beach County PPM #CW-F-055; and, the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the

terms of which are incorporated herein by reference. In the event of any conflict between the terms of the Contract and PPM #CW-F-055, the latter shall control.

*Note: The Performance and Payment Bond amount may be modified by the County after satisfactory completion of start-up and initial installation and modification of the benches.

B. Notwithstanding the foregoing, the CONTRACTOR and COUNTY agrees:

The CONTRACTOR shall meet the bonding requirements of the COUNTY throughout the term of the Contract.

The initial term of the Performance and Payment Bond (the "Bond") will be for two (2) years. The Bond shall subsequently be renewable annually for a twelve (12) month term for the duration of the Contract. In each instance, the Bond shall be renewable at the sole discretion of the SURETY.

In the event the SURETY does not renew the Bond, the SURETY shall provide ninety (90) days notice of such intent to the COUNTY. Should the SURETY provide a notice that it will not renew the Bond, the CONTRACTOR shall provide a replacement bond to the COUNTY at least thirty (30) days prior to the expiration of the then current Bond. Failure of the Surety to renew the Bond and failure of the CONTRACTOR to provide a replacement bond is not indemnifiable under the Bond.

The COUNTY reserves the right to terminate the Contract with the CONTRACTOR for failure of the CONTRACTOR to provide a replacement bond at the stipulated time.

The Performance and Payment Bond is intended to be in effect during the period of conversion of the Street Furniture by the CONTRACTOR. Once the conversion process has been completed, the CONTRACTOR will no longer be required to provide the COUNTY with this Bond.

ARTICLE 7 - REVENUE GUARANTEE BOND

CONTRACTOR agrees that prior to execution of the Contract by the COUNTY, the CONTRACTOR shall provide a Revenue Guarantee Bond (also referred to herein as the "Bond") to the COUNTY in the amount of fifty percent (50%) of the estimated annual amount of Revenue payment due to COUNTY for each year of the Contract. The Bond shall secure the performance of CONTRACTOR's payment obligations under this Contract with the COUNTY.

The surety company issuing the Revenue Guarantee Bond required hereunder must be listed on United States Department of Treasury Circular 570, as it may be amended or replaced from time to time, licensed to do business in the State of Florida and have sufficient bonding capacity per Circular 570.

The term of the annually renewable Revenue Guarantee Bond shall be for a minimum of one (1) year. If for less than the term of the Contract, the CONTRACTOR shall provide a new Revenue Guarantee Bond, in substantially the form attached hereto as Exhibit C, for each succeeding year of the Contract. Each annual Bond must be received by the COUNTY at least thirty (30) days prior to the expiration of the term of the then current Bond and shall fully comply with the provisions of this Contract. For the last year of the Contract, the term of the bond shall be for no less than eighteen (18) months to secure the CONTRACTOR's performance of its obligations during the last year of the Contract and those that continue after the expiration of the Contract. CONTRACTOR's failure to provide a Bond that satisfies the requirements of this article shall constitute a material event of default.

In the event that the COUNTY intends to assert a claim or demand against, or right of reimbursement from the Revenue Guarantee Bond, COUNTY shall endeavor to notify CONTRACTOR in writing with reasonable promptness of such right, claim or demand.

If the surety is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the COUNTY, substitute another bond and surety company, at no cost to the COUNTY, meeting the above requirements.

Clean Irrevocable Letter of Credit – In lieu of providing a Revenue Guarantee Bond, the CONTRACTOR may furnish a Clean Irrevocable Letter of Credit (also referred to herein as the "LOC") from a financial institution acceptable to COUNTY. The LOC shall satisfy the requirements of this article applicable to the Revenue Guarantee Bond, and all other requirements which would affect its independence from the Contract. The LOC shall be in a form and contain terms and conditions acceptable to COUNTY and shall be independent of this Contract. The LOC shall conform to all requirements established by COUNTY in Palm Beach COUNTY PPM # CW-F-055, Policy for Accepting Letters of Credit and be substantially in the form set forth in Exhibit A to Palm Beach County PPM # CW-F-055. In the event a demand is made against the LOC and honored by the issuer, and the COUNTY thereafter determines that the proceeds from the LOC are in excess of that required by the COUNTY, the COUNTY will return the excess to the CONTRACTOR. CONTRACTOR agrees that all income or interest earned on the proceeds of the LOC shall be deemed the property of COUNTY and retained by the COUNTY.

ARTICLE 8 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY upon fifteen (15) days written notice to the CONTRACTOR in cases where the liquidated damages are an insufficient remedy or are inapplicable to the breach, and the COUNTY

may terminate the Contract without cause upon six (6) months written notice to the CONTRACTOR. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.
5. Pay to the COUNTY the applicable payments prorated through the date of termination for any advertising benches affected by the termination.

ARTICLE 9 - LIQUIDATED DAMAGES

Both the CONTRACTOR and the COUNTY recognize that precise actual damages for failure to perform are difficult to ascertain. Therefore the parties agree that, if the CONTRACTOR fails to comply with the requirements set forth in the Statement of Work/Services (Exhibit A) concerning cleaning, prompt maintenance and repair of the benches, the CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, the sum of \$50.00 per bench, per day. COUNTY will provide by electronic transmission photographs or other data to CONTRACTOR which documents the basis of liquidated damages. Nothing in this clause shall preclude the COUNTY from taking corrective action and pursuing the actual cost thereof in addition to the liquidated damages caused by the delay or to terminate the Contract for CONTRACTOR's default.

ARTICLE 10 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the

COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 11 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR's employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 12 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek Disadvantaged Business Enterprises (DBE's) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project the following provisions of this Article shall apply:

1. Any subcontract shall incorporate, in full text, all provisions, terms, and conditions set forth in this Contract including Specifications and Scope of Work and all attachments thereto. The CONTRACTOR shall provide to the COUNTY copies of all fully executed subcontracts including any amendments thereto.
2. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.
3. The CONTRACTOR agrees to abide by all provisions of the applicable Disadvantaged Business Enterprise (DBE) provisions of this Contract and understands that failure to comply with any of the requirements shall be considered a breach of Contract.

4. The CONTRACTOR understands that each DBE utilized on this Contract must be certified by Palm Tran to be counted as DBE participation.
5. The CONTRACTOR further agrees to provide the Palm Tran DBE Liaison with a copy of the CONTRACTOR's contract with any DBE subcontractor or any other related documentation upon request.
6. The CONTRACTOR understands the requirements to comply with the task and proportionate dollar amounts throughout the term of the Contract as it relates to the use of DBE firms.
7. The CONTRACTOR shall only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with other certified DBEs in order to maintain the DBE percentages established in this Contract.
8. The CONTRACTOR understands that he/she is prohibited from making any agreements with DBEs in which the DBE promises not to provide subcontractors quotations to other proposers or potential proposers.
9. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the applicable DBE provisions, and shall allow the COUNTY to inspect such records.

ARTICLE 13 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 14 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 15 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Sharon Cushnie, Senior Buyer.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000.00** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$1,000,000.00** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such

an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

- F. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage.
- G. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 16 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as

creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 18 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 19 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 20 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 21 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 24 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work during the term of this Contract and for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents (hereinafter referred to as "Records") as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. These Records shall be in conformity with generally accepted accounting principles. All such Records shall be kept at all times within Palm Beach County or shall be made available in Palm Beach County within seventy-two (72) hours of written notice. The Palm Beach County Office of Financial Management and Budget or its successor, the external auditing firm of the COUNTY, and all appropriate State and Federal auditing personnel shall be permitted to audit and examine all such Records relating to this Contract without limitation to time or frequency, during the term of this Contract, or any extension thereof (if applicable), and at any time within three (3) years of the termination of this Contract.

Failure to maintain books of accounts and records as required under this Article shall be a material default of this Contract. The obligations under this Article shall survive the expiration or termination of this Contract until satisfied.

ARTICLE 26 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 30 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Charles D. Cohen, Executive Director
Palm Tran
Palm Beach County
3201 Electronics Way
West Palm Beach, FL 33407-4618

If sent to the CONTRACTOR, notices shall be addressed to:

David Gray, President
Creative Outdoor Advertising of America
1930 Commerce Lane, Suite 1
Jupiter, FL 33458

ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 30 - Modifications of Work.

ARTICLE 33 - REGULATIONS; LICENSING REQUIREMENTS:

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

WITNESSES:

Monique Lovett
Signature

monique Lovett
Name (type or print)

Cheri Cducci
Signature

Cheri Cducci
Name (type or print)

CONTRACTOR:

Creative Outdoor Advertising of America Inc.
Company Name

By: _____
Signature

David Gray
Typed Name

President
Title

(corp. seal)

GUARANTOR:

The Bench Press Ltd.

By: _____
David Gray

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO FORM
AND CONDITIONS

By: _____
Charles D. Cohen
Executive Director, Palm Tran

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 11-053R/SC

The CONTRACTOR shall provide bus stop benches, construction, installation, maintenance and advertising services on Palm Tran's fixed routes in the unincorporated areas of the COUNTY and in certain municipalities.

1. GENERAL

Palm Tran currently has approximately 150 advertising bus stop benches (hereinafter referred to as "benches") on its 590 miles of bus routes, in both urban and rural areas. The CONTRACTOR shall be responsible for replacing all of the existing benches; providing replacement benches, when needed; installing additional new benches as sites become available, and to aggressively market advertising to install on the benches; except where prohibited by local ordinances in certain municipalities.

2. LOCATIONS

2.1 CURRENT LOCATIONS - A list of current locations for benches is provided as Attachment A. These sites may be changed by Palm Tran to meet bus routing, schedule and customer requirements.

2.2 In addition the CONTRACTOR and Palm Tran may propose additional sites. Palm Tran may, but is not obligated to, approve additional sites. All installations, new or replacement, must have Palm Tran's prior written approval.

NEW LOCATIONS - If additional suitable advertising sites become available, Palm Tran may require the CONTRACTOR to install and maintain new advertising benches at no charge to the COUNTY.

3. NEW CONSTRUCTION AND INSTALLATION

All benches shall be designed, constructed and installed in accordance with the specifications in Palm Tran Transit Design Manual (www.palmtran.org/library), all applicable Florida Department of Transportation and Federal ADA requirements and the following provisions:

(1) Palm Tran's Transit Design Manual (sections 5.3.2, 5.3.3; Appendix D, sections 810.1 – 810.3, 903.1 – 903.7; and Appendix E) as Attachment B; (2) Chapter 14-20, Private Use of Right of Way of the Florida Administrative Rules as Attachment C; (3) illustration of ADA and FDOT measurements for Boarding and Alighting Areas as Attachment D*; and (4) Statewide Transit Facility Standards, Criteria and Guidelines, Quick Reference Guide.

***Note:** If there is a conflict between the County's minimum design criteria and either ADA or FDOT design criteria, the ADA and FDOT criteria shall prevail.

- 3.1 The CONTRACTOR shall be solely responsible for obtaining all necessary permits and licenses, the payment of all necessary fees, and compliance with all applicable rules and regulations of any governmental agency, including the Department of Transportation, having jurisdiction over bus stop benches. The CONTRACTOR expressly agrees that the construction, installation and maintenance of all benches hereunder shall be subject to the Building Code of Palm Beach County or of any municipality or city in which the benches may be installed.
- 3.2 The CONTRACTOR shall protect all property, real or personal, which shall in any way be disturbed by the construction, or installation of bus stop benches.
- 3.3 If for any reason installation of a new bus stop bench takes place at a non-conforming site, the COUNTY shall direct the CONTRACTOR to remove the bench and may require installation at another appropriate location, if available. The COUNTY will pay the CONTRACTOR all documented, reasonable, allocable and allowable direct costs of the relocation. For purposes of this Contract, a non-conforming site would likely be the result of a change in the code, a road widening, change in bus routing or change in the adjoining land use, etc., which would require the bench to be moved.
- 3.4 Construction and installation of each bus stop bench by CONTRACTOR shall include placement of an ADA compliant sign or decal of approximately forty-eight (48) square inches in size, containing both the bus stop identification number and a local telephone number to which any damage to the bench can be reported. The sign or decal shall be subject to approval by the COUNTY and shall be placed in a conspicuous place on the bench.
- 3.5 The COUNTY's current and preferred color pallet for benches is:
 - Bench: Tan – RAL 1015 or DRYLAC 49/15320.
- 3.6 The CONTRACTOR shall provide two recycling refuse containers in the standard colors of the Solid Waste Authority of Palm Beach, as follows:
 - Blue for plastics, steel cans, drink boxes, etc.; and
 - Yellow for paper products, newspapers, paper bags, etc.

4. DESIGN

- 4.1 The CONTRACTOR may submit alternate designs and/or specifications for review and approval by Palm Tran's Executive Director at any time during the term of the Contract. The CONTRACTOR shall consider alternative design proposals submitted by the COUNTY. In the event alternative designs or specifications are proposed, construction shall continue in accordance with the existing requirements until all necessary approvals are completed.
- 4.2 Approval of alternative designs or specifications by the COUNTY shall not alter the rate of compensation to be paid to the COUNTY.

Note: All existing bus stop locations with benches which do not currently meet or exceed ADA and FDOT requirements (including, but not limited to, Transit Design Manual, Appendix D, paragraphs 810 and 903, and all other current Federal and State requirements)[see also Statewide Transit Facilities Standards, Criteria and Guidelines, Quick Reference Guide] must be retrofitted to meet or exceed those requirements within 180 days of the commencement of the Contract. The CONTRACTOR has included a retrofit plan as part of its proposal, Exhibit B, which is incorporated herein by reference.

5. REMOVAL/REPLACEMENT OF BUS STOP BENCHES

- 5.1 The CONTRACTOR is responsible for the orderly removal and replacement of the current benches with the new benches, "The Lexington," in accordance with the terms and conditions of this Contract and to assure no bench site is left without a bench for more than two (2) calendar days.
- 5.2 The CONTRACTOR shall be responsible for all costs incurred for such replacement of benches, including the cost of all permits and other approvals necessary for the work. CONTRACTOR shall not impinge on any right, interest or privilege others may have in the use and occupation of the sidewalks or curbs where the bus stop benches are located.
- 5.3 The COUNTY will direct the CONTRACTOR to remove any bench which interferes in any way with the construction, maintenance or repair of any public utilities, public works, or public improvements of any description.
- 5.4 The CONTRACTOR shall remove bus stop benches from discontinued bus stops. In the event such discontinuation results from the relocation of the bus stop or a change in the bus route(s), the CONTRACTOR shall, upon written authorization by the COUNTY, install a bus stop bench at the relocated bus stop or any new bus stop established in connection with the new route(s).

- 5.5 In the event that, during any consecutive twelve (12) month period, any bench is vandalized to the extent that cumulative expenses of all repairs would exceed the cost of replacing the bench with a new one, CONTRACTOR may request written authorization from the COUNTY to remove such bench.

In the event that any bench is damaged to the extent that the cost of repair would equal the cost of original construction, CONTRACTOR shall promptly remove the bench and request written authorization from the COUNTY to not replace such bench. The COUNTY retains the right to grant or withhold such authorization at its sole discretion. CONTRACTOR shall submit with its written request to COUNTY certified copies of all bona fide invoices, receipts, or other appropriate documentation for such repairs.

- 5.6 The COUNTY may, but is under no obligation to provide CONTRACTOR with a replacement location for any bench removed.
- 5.7 CONTRACTOR shall maintain, operate and pay compensation for replaced benches.

6. MAINTENANCE AND OPERATION OF BUS STOP BENCHES

- 6.1 The CONTRACTOR shall be responsible for maintaining all bus stop benches in a clean, safe, attractive and sanitary condition.
- 6.2 Maintenance of the benches shall include, but is not limited to the following:

A. Cleaning of benches:

- i. Twice-weekly, the display panels and all other parts of the bench shall be cleaned on all exposed surfaces; all graffiti, as well as unauthorized posters, signs, etc., shall be removed.
- ii. Twice-weekly, all trash shall be removed from the trash containers and new plastic bags installed; and CONTRACTOR shall provide for separating and processing recyclable materials.
- iii. The inside of the display panel shall be cleaned each time the advertising placards are changed, or every two (2) months, whichever comes first.
- iv. The CONTRACTOR shall keep the ground and area in and around (within ten (10) foot radius, unless prevented by the

adjacent property owner) each bench clean and free from all debris. CONTRACTOR shall mow the grass as necessary, but no less than bi-weekly during spring, summer and fall, and at least once a month during the winter.

B. Preventive Maintenance:

- i. All paintable surfaces, if any, of each bench shall be painted or otherwise coated as needed with weatherproof paint or coating material authorized by the COUNTY.

C. Repair of benches:

- i. Broken panel, bench, or any damaged components of any bench shall be replaced within seventy-two (72) hours of notification to the CONTRACTOR or during the twice-weekly cleaning, whichever is earlier. The CONTRACTOR shall repair any hazardous situation within two (2) hours after receipt of notification by the COUNTY.
- ii. CONTRACTOR shall supply all replacement parts, which shall be of the same quality and type or better than those originally installed.
- iii. Repairs shall include the restoration and/or replacement of the CONTRACTOR's identification sign or decal if damaged.

D. Subcontracting of maintenance services: CONTRACTOR shall advise the COUNTY, whether maintenance will be handled by the CONTRACTOR or whether it desires to subcontract the work. If proposing to subcontract this work, CONTRACTOR must supply the name, address and telephone number of the proposed subcontractor(s), along with a resume of their maintenance experience. The COUNTY reserves the right to allow subcontracting of the maintenance work and to accept or reject any proposed subcontractor.

7. **ADVERTISING SALES AND SERVICES**

The CONTRACTOR shall furnish all necessary sales, installation and maintenance personnel and a full-time account representative(s) authorized to act hereunder on behalf of the CONTRACTOR. The responsibilities of the CONTRACTOR for advertising sales and services include:

- 7.1 Aggressive sales of advertising display space in and on the benches.
- 7.2 Billing for and collection of sold advertising space.

- 7.3 Preparation and submittal of related financial and operating reports.
- 7.4 Placement and maintenance of advertising materials and all related operations including preparation of advertising materials for installation, scheduling of work and removal of expired materials.
- 7.5 The CONTRACTOR shall make every attempt to keep all advertising space filled at all times. Those spaces not filled by paid advertising shall be filled in the following order of priority:
1. Public transit advertising information or advertisements.
 2. Other COUNTY department's information or advertisements.
 3. Public Service Announcements.
- 7.6 The CONTRACTOR shall maintain an adequate inventory of Palm Tran transit information and promotional materials that shall be printed and provided at the COUNTY's expense and installed by the CONTRACTOR. The COUNTY shall not be liable for payment to the CONTRACTOR if the COUNTY produces, installs and removes its advertising material. Any use of unsold advertising space may be pre-empted by cash sales.
- 7.7 The CONTRACTOR shall make unsold space available for public service (Government and Not-for-Profit) announcements. The CONTRACTOR shall provide and maintain suitable and attractive public service announcements in vacant display advertising devices during such vacancy.
- 7.8 Each contract entered into by the CONTRACTOR for non-commercial advertising shall include the following clause:
- "If at any time the COUNTY shall determine that space may no longer be used for public service announcements or any other non-commercial activity, the CONTRACTOR shall have the right to terminate its contract with (fill in name) upon fifteen (15) days notice from the CONTRACTOR. Any entity whose contract has been so terminated shall have no cause of action against the COUNTY or the CONTRACTOR under this provision."
- 7.9 The CONTRACTOR's advertising standards shall be incorporated into any resulting Contract and shall be made a part hereof. The CONTRACTOR shall solely be responsible for the implementation and enforcement of said advertising standards. CONTRACTOR shall not modify or amend its advertising standards, which were submitted with its proposal and are incorporated herein by reference, without first obtaining the prior written consent of the COUNTY.

The CONTRACTOR shall not place advertising which is libelous, slanderous, obscene, salacious, or unlawful. Advertising, advertisements, or a manner of presentation which negatively impact the transit system is not permitted. The COUNTY prohibits the use of advertising for tobacco, liquor of any type, political messages, or any other advertising, the content of which the COUNTY determines to be inappropriate. The COUNTY is committed to that which is in the best interest of its residents.

The advertising space on each bench constitutes neither a traditional public forum nor a designated public forum. The advertising space on each bus stop bench, as well as the structures themselves, shall be deemed to be non-public forums. The goal of the advertising program is to earn revenue from long-term commercial advertising through the CONTRACTOR who shall lease advertising space in accordance with the terms of the Contract. Advertising, advertisements, or a manner of presentation which negatively impact the transit system, the COUNTY or its officials, or which promote a product, service, or activity offensive to the general public shall not be displayed.

- 7.10 At his/her sole discretion, the Palm Tran Project Manager, may by written notice to the CONTRACTOR, disapprove at any time, any items found to be in violation of the standards stated in Section 7.9 above. As soon as practicable, but in no instance more than five (5) days after receipt of written notice, the CONTRACTOR, at its sole cost and expense, shall remove from COUNTY property any item which is not approved. Any items previously approved which may subsequently be considered objectionable by the Palm Tran Project Manager shall likewise be removed after written notice to the CONTRACTOR by the Palm Tran Project Manager.
- 7.11 If the disapproved material is not removed within the time prescribed, the Palm Tran Project Manager may cause said material to be removed and the CONTRACTOR shall pay all costs and expenses incurred by Palm Tran to have said material removed. The COUNTY shall not be liable for any damages in connection therewith. Refusal by the CONTRACTOR to remove said material shall be considered a default of this Contract, which shall then be considered as cured by the corrective action on the part of the COUNTY including reimbursement of all costs and expenses to the COUNTY.
- 7.12 All dated messages or messages featuring a special event shall be removed within seven (7) days after the date shown on the advertisement or date of the event.
- 7.13 The CONTRACTOR agrees to make reasonable efforts to display advertisements of local manufacturers, merchandisers, attractions, and providers of services. The CONTRACTOR shall not require such

individuals or businesses to contract for advertising devised at locations other than those covered under this Contract.

- 7.14 Notwithstanding anything contained in this Contract, the CONTRACTOR shall at all times comply with any policy, program, rule, ordinance or resolution adopted or enacted by the COUNTY, and as may be amended from time to time, relating to the COUNTY's policy on advertising/speech. In the event that the COUNTY shall determine that no public service announcements may be made and/or that only commercial speech shall be permitted, the CONTRACTOR shall adhere to and enforce the COUNTY's policy and shall take all steps necessary to remove any non-conforming advertisements, statements, exhibits, etc.

8. REPORTS

- 8.1 On or before the twentieth (20th) day following the end of each calendar month throughout the term of this Contract, or any extension thereof, the CONTRACTOR shall furnish to the Palm Tran Project Manager, a report indicating: location of benches including Palm Tran's bus stop numbers; whether it is an advertising or non-advertising location, and additional information that the Palm Tran Project Manager may reasonably request.
- 8.2 The CONTRACTOR shall provide an annual report to the COUNTY, within sixty (60) days of the anniversary date of the Contract showing gross revenues for the year, percentage of available space sold, and such additional data as the Palm Tran Project Manager may reasonably request.
- 8.3 Prior to commencement of operations under this Contract, the CONTRACTOR is required to secure in writing, from Palm Beach County Office of Financial Management and Budget, or its successor, approval of records used for the purpose of temporarily or permanently recording the operations of the CONTRACTOR under this Contract.

9. RATES

- 9.1 The CONTRACTOR shall establish rates and charges of the rental of advertising space on the benches. All rates and charges shall be subject to review and approval by the Palm Tran Project Manager. Rates and charges, including any long-term discount to be offered (e.g., three-month, six-month, twelve-month rate) that will be effective from the commencement of this Contract and for a period of at least one (1) year, shall be submitted to the Palm Tran Project Manager within ten (10) days from award of this Contract. Subsequent rate adjustments shall be effective on the first day of a calendar month for which the CONTRACTOR has proposed an adjustment.

- 9.2 The CONTRACTOR shall provide a price list of advertising services to Palm Tran intended solely for COUNTY's use. The price for the various advertising media shall be limited to the CONTRACTOR's cost for production, installation and removal.

10. MAINTENANCE BY CONTRACTOR

- 10.1 The CONTRACTOR shall not deface or damage any COUNTY property or deposit or scatter any rubbish, waste or litter caused by any of its representatives or employees during the performance of this Contract.
- 10.2 The CONTRACTOR shall maintain all benches and keep them in good repair and free of graffiti at all times. The CONTRACTOR will take remedial action on any damage or graffiti complaints within twenty-four (24) hours of verbal notification by the Palm Tran Project Manager. Without notice to the CONTRACTOR, the Palm Tran Project Manager reserves the right to immediately cause the removal of any copy which may be hazardous or offensive to the public.

11. MANAGEMENT OF PRE-EXISTING ADVERTISING CONTENT CONTRACTS

- 11.1 The CONTRACTOR is required to provide management services for all advertising contracts entered into by the current contractors which are scheduled to continue beyond the starting date of the contract resulting from this RFP. This will include maintaining the advertising media, servicing the account as if the CONTRACTOR was the original seller of the material, collecting payments from the client, reporting to and paying Palm Tran the collections made and removing the advertising when the advertising contract expires.

The CONTRACTOR shall pay to the previous contractor, on collection, twenty (20%) percent of the gross advertising space revenue from such contracts, plus all unamortized production costs. Such payments shall continue for a period of twelve (12) months or until the surviving advertising contracts expire, whichever is earlier.

- 11.2 The CONTRACTOR (other than the incumbent) will be required to provide management services for these pre-existing content contracts. The management activities shall include maintaining the advertising media, servicing the account as if the CONTRACTOR was the original seller of the advertising content contract, collecting payments from the client, reporting to Palm Tran the collections made and removing the advertising media when the advertising content contract expires.
- 11.3 Upon termination of this Contract, CONTRACTOR agrees to assign to its successor advertising contractor, all active advertising content contracts

on COUNTY's benches and such content contracts shall thereupon become property of the successor advertising contractor.

- 11.4 It is understood that the CONTRACTOR will be the third party beneficiary to certain percentages of advertising revenues and unamortized production costs that will be collected by the successor advertising contractor after the termination of this Contract.
- 11.5 The successor advertising contractor, will be required to pay CONTRACTOR, on collection, twenty (20%) percent of the gross advertising space revenue from such advertising content contracts that extend beyond the termination of this Contract, plus all unamortized production costs of such advertising content contracts.
- 11.6 Following the termination of this Contract, payments to CONTRACTOR by the successor advertising contractor shall continue for a period of twelve (12) months or until such surviving advertising content contracts expire, whichever is earlier.
- 11.7 Notwithstanding anything contained in this provision, the RFP or the resultant contract, COUNTY shall not be obligated to collect any revenues due under this provision or to enforce this provision for CONTRACTOR's benefit and CONTRACTOR shall have no claim or cause of action, legal or equitable, against COUNTY should the COUNTY refuse, neglect or fail to collect or receive, in whole or in part, said revenues. This provision is intended solely to make CONTRACTOR an intended third party beneficiary with the right to enforce this provision against the successor advertising contractor, at its sole cost and expense and for its own benefit, and shall be construed for no other purpose.
- 11.8 The COUNTY agrees to include the foregoing contract assignment and third party payment obligations in any follow-on solicitation or contract for bus bench advertising services for the COUNTY.

12. CONTRACTOR'S BOOKS, RECORDS AND REPORTS

- 12.1 The CONTRACTOR shall at all times keep complete and accurate books of accounts and records of its business and operation in connection with this project, including the actual construction cost of the work required by the Contract at each bus stop bench. Such books of accounts and records shall be kept in accordance with generally accepted accounting practices and principals, and shall be kept separate and distinct from all other books of accounts and records maintained by the CONTRACTOR.
- 12.2 Within forty-five (45) days after the expiration of each calendar quarter during the term of the Contract, and within forty-five (45) days after the

termination of the Contract, the CONTRACTOR shall deliver to the COUNTY reports of its business and operations under the Contract in such form and detail as the COUNTY may prescribe.

- 12.3 Within fifteen (15) days after the expiration of each month, the CONTRACTOR shall submit to COUNTY a report setting forth the total number of completed bus stop bench installations, including locations. The report shall also provide information as to the CONTRACTOR's status regarding application and receipt of permits and any problems the CONTRACTOR is encountering with the permitting process. Finally, the report shall include the CONTRACTOR's DBE expenditures during the month and a cumulative total for the Contract.
- 12.4 All reports furnished by the CONTRACTOR in accordance with the Contract shall be certified by an officer of the CONTRACTOR to be true and correct and in accordance with the CONTRACTOR's books of accounts and records.

13. CONVEYANCE OF TITLE

- 13.1 Title to all bus stop benches provided by the CONTRACTOR under this Contract and the prior Contract between the parties shall remain with the CONTRACTOR until this Contract expires or is terminated by either party.
- 13.2 In the event the COUNTY decides it wants to acquire ownership of the benches, it will so notify the CONTRACTOR. The CONTRACTOR and COUNTY will negotiate, in good faith, for the COUNTY's acquisition of the bus stop benches.
- 13.3 If the COUNTY does not acquire the benches, the CONTRACTOR shall be responsible for removing all installed benches, at no cost to the COUNTY, within ninety (90) days of the end of the Contract, or earlier termination, and return the site to its original condition.
- 13.4 In the event of termination for default of the CONTRACTOR, the CONTRACTOR shall, at its option, promptly remove all benches or transfer title to all benches to the COUNTY.

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**ATTACHMENT A
LOCATIONS OF BUS STOP BENCHES
TO EXHIBIT A, SCOPE OF WORK/SERVICES
Contract No. 11-053R/SC**

(consisting of 4 pages)

ADVERTISING BUS STOP BENCHES

Stop Abbrv	Stop Name	Fac Dir	Muni	BSBAA	Latitude	Longitude
624	GUN CLUB RD @ CONGRESS AVE	NW	UNC	LP	26672491	-80088346
631	KIRK RD & COTTON BAY DR	SE	UNC	NA	26664337	-80104403
634	GUN CLUB RD @ KIRK RD	SE	UNC	FA	26673211	-80103813
637	CONGRESS AVE @ SUMMIT BLVD	SW	UNC	FA	26665833	-80088296
642	CONGRESS AVE & FOREST HILL BLVD	SW	PLS	LP	26650445	-80088222
643	CONGRESS AVE & THELMA RD	NW	PLS	LP	26644327	-80088253
653	CONGRESS AVE @ ROBERTS LN	SW	UNC	LP	26605969	-80089605
655	CONGRESS AVE @ BLD 4915/PK MED	SW	UNC	LP	26603395	-80089667
659	CONGRESS AVE @ LANTANA RD/SHOPS OF	NW	ATL	NA	26589516	-80094112
661	CONGRESS AVE @ ATLANTIS PLZ II	SW	UNC	NA	26584588	-80093237
832	CONGRESS AVE @ PRINCE GC ENT	SE	UNC	NA	26606035	-80089243
841	CONGRESS AVE @ CREEK RD	NE	PLS	FA	26652924	-80087919
845	CONGRESS AVE @ HOLLY RD	SE	PLS	NA	26664100	-80088062
848	AIRPORT CTR COMPLEX & BLD 160	NE	UNC	NA	26677831	-80073791
906	KIRK RD & PALM BAY CIR	SW	UNC	NA	26667160	-80104353
907	KIRK RD & COTTON BAY DR	SW	UNC	NA	26664723	-80104563
910	SUMMIT BLVD & SCHOOL BOARD	SW	UNC	FA	26665442	-80094139
912	SUMMIT BLVD & CONGRESS AVE	SW	UNC	FA	26666347	-80088276
1011	MILITARY TRL @ LILLIAN	NW	UNC	LP	26796485	-80106930
1042	MILITARY TRL @ GOLF ST	SW	UNC	FA	26686102	-80111981
1046	MILITARY TRL & SUNNY LN	SW	UNC	LP	26669650	-80112586
1048	MILITARY TRL & SUMMIT BLVD	SW	UNC	FA	26661880	-80112807
1049	MILITARY TRL & BLD1209	NW	UNC	LP	26659163	-80112773
1050	MILITARY TRL & SUTTON TER	SW	UNC	LP	26656031	-80112687
1051	MILITARY TRL @ FOREST HILL BLVD	SW	UNC	LP	26651129	-80112587
1052	MILITARY TRL & WEST PALM PLZ	SW	UNC	LP	26649106	-80112539
1053	MILITARY TRL & PURDY LN	SW	UNC	LP	26643548	-80112700
1060	MILITARY TRL & CLINTON BLVD	NW	UNC	LP	26627473	-80113346
1061	MILITARY TRL & CLEMENS ST	SW	UNC	FA	26625519	-80113429
1066	MILITARY TRL @ LANDAR DR	SW	UNC	LP	26614613	-80113885
1068	MILITARY TRL & HOLLY LK DR	NW	UNC	LP	26610144	-80114050
1069	MILITARY TRL @ MELALEUCA	NW	UNC	LP	26608155	-80114177
1071	MILITARY TRL @ DOW LN	SW	UNC	LP	26597329	-80114540
1072	MILITARY TRL @ COLLIER	NW	UNC	LP	26593730	-80114691
1073	MILITARY TRL @ KOKOMO DR	SW	UNC	LP	26590330	-80114693
1076	MILITARY TRL @ WAL-MART PLZ ENT	SW	UNC	LZ	26574200	-80113555
1077	MILITARY TRL @ HYPOLUXO RD	SW	UNC	FA	26570485	-80113665
1078	MILITARY TRL @ CH INTNL ENT	SE	UNC	FA	26567371	-80113952
1080	MILITARY TRL & OLD MILITARY TRL	SW	UNC	LP	26558441	-80115075
1088	MILITARY TRL @ CYPRESS PARK WY	SW	UNC	FA	26533265	-80123099
1089	MILITARY TRL @ OLD BOYNTON BCH RD	SW	UNC	FA	26530934	-80123026

ADVERTISING BUS STOP BENCHES

Page 2.

Stop Abbrv	Stop Name	Fac Dir	Muni	BSBAA	Latitude	Longitude
1090	MILITARY TRL @ BOYTON BCH BLVD	NW	UNC	FA	26530110	-80123040
1097	MILITARY TRL @ WOOLBRIGHT RD	NW	UNC	FA	26513262	-80123365
1098	MILITARY TRL @ INDIAN HILLS	SW	UNC	LP	26508814	-80123321
1099	MILITARY TRL @ GOLF RD	NW	UNC	LP	26506717	-80123306
1101	MILITARY TRL @ COLONIAL ESTATES	SW	UNC	FA	26492778	-80123074
1102	MILITARY TRL @ FLAVOR-PICT RD	SW	UNC	LP	26487305	-80122916
1114	MILITARY TRL & LOWSON BLVD	SW	UNC	FA	26445729	-80122536
1120	MILITARY TRL @ BOCA DELRAY	SW	UNC	FA	26425366	-80122157
1121	MILITARY TRL @ CHAMPION WAY	SW	UNC	FA	26421021	-80122094
1122	MILITARY TRL & PHEASANT WAY	SW	UNC	FA	26414699	-80122004
1165	MILITARY TRL @ RIDGEWOOD RD E	NE	UNC	LP	26484665	-80122445
1166	MILITARY TRL @ COCONUT LN	SE	UNC	LP	26487602	-80122545
1171	MILITARY TRL @ WOOLBRIGHT RD (VLG	NE	GLF	LP	26512880	-80122989
1179	MILITARY TRL @ OLD BOYNTON BCH RD	SE	UNC	FA	26531087	-80122658
1186	MILITARY TRL @ WHITE FEATHER TR	SE	UNC	FA	26553585	-80119344
1187	MILITARY TRL @ OLD MILITARY TRL	SE	UNC	FA	26558320	-80114762
1189	MILITARY TRL @ COLONY VIEW RD	NE	UNC	FA	26568005	-80113545
1191	MILITARY TRL & WAL-MART E ENT	NE	UNC	FA	26574736	-80113164
1199	MILITARY TRL & PINE FOREST DR	NE	UNC	LP	26611737	-80113618
1203	MILITARY TRL @ TODD ST	NE	UNC	LP	26624457	-80113135
1204	MILITARY TRL @ CAMBRIDGE	NE	UNC	LP	26626812	-80113040
1205	MILITARY TRL @ 10TH AVE N	SE	UNC	LP	26629128	-80112904
1206	MILITARY TRL @ PALM COAST PLZ	SE	UNC	LP	26632338	-80112819
1211	MILITARY TRL @ PURDY LN	NE	UNC	LP	26644528	-80112326
1212	MILITARY TRL @ BEECH RD	NE	UNC	LP	26646345	-80112159
1213	MILITARY TRL @ BAYBRIDGE RD	SE	PLS	LP	26649181	-80112212
1214	MILITARY TRL @ FOREST HILL BLVD	NE	PLS	LP	26652637	-80112281
1216	MILITARY TRL @ PALM	SE	UNC	LP	26659824	-80112525
1232	MILITARY TRL @ OKEECHOBEE	NE	UNC	LP	26707814	-80110865
1246	MILITARY TRL @ BLD1466	NE	UNC	LP	26699284	-80111185
1258	MILITARY TRL @ GARDEN WALK/NW ENT	SE	UNC	LP	26796868	-80106526
1260	MILITARY TRL @ E GARDEN OAKS CIR	NE	PBG	LP	26802389	-80106381
1261	MILITARY TRL @ MARY CIR	NE	PBG	LP	26806057	-80106264
1272	MILITARY TRL & SUNSET RANCH	SW	UNC	LP	26652838	-80112631
1279	MILITARY TRL & HOLIDAY MHP	NE	UNC	LP	26658391	-80112400
1285	MILITARY TRL & SUMMIT PINES OFC PK	SW	UNC	FA	26664245	-80112776
1287	MILITARY TRL & CANAL 9 RD	SW	UNC	LP	26640775	-80112814
1294	MILITARY TRL & STEINER RD	SE	UNC	LP	26495012	-80122805
1409	HAVERHILL RD @ CANNION WAY	SW	UNC	FA	26666271	-80120776
1485	LAKE WORTH RD @ PINEHURST DR	NE	UNC	LP	26617782	-80157252
1487	LAKE WORTH RD @ LUCERNE LAKES BLVD	NW	UNC	LP	26617745	-80161890

ADVERTISING BUS STOP BENCHES

Page 3.

Stop Abbrv	Stop Name	Fac Dir	Muni	BSBAA	Latitude	Longitude
2310	NORTHLAKE BLVD & SILVERTHORNE DR	NE	UNC	FA	26808754	-80092007
3211	OKEECHOBEE BLVD @ BISCAYNE	NW	UNC	LZ	26707039	-80108339
3212	OKEECHOBEE BLVD @ MILITARY TRL	NW	UNC	LZ	26707080	-80111840
3216	OKEECHOBEE BLVD @ BLD5405	NW	UNC	LP	26707384	-80125550
3280	OKEECHOBEE BLVD @ HOME DEPOT MAIN	SE	UNC	LP	26707764	-80148879
3735	BENOIST FARMS RD @ BELVEDERE RD	NW	UNC	NA	26692418	-80173838
4611	FOREST HILL BLVD @ ABBEY RD	SE	UNC	LP	26651853	-80126085
4618	FOREST HILL BLVD @ KIRK RD	SW	PLS	LP	26651281	-80104888
4664	JOG RD & POST OFFICE	NW	UNC	LP	26614343	-80146956
5420	FL MANGO RD @ HAYDEN DR	SE	UNC	NA	26630184	-80080399
5655	6TH AVE S @ PBS ENT	NW	UNC	LP	26609729	-80087295
5903	LAKE WORTH RD @ LOUIS DR	NW	UNC	NA	26617231	-80079780
5911	LAKE WORTH RD @ KIRK RD	NW	UNC	FA	26618219	-80105764
5912	LAKE WORTH RD @ HOME DEPOT	NW	UNC	FA	26618389	-80108866
5921	LAKE WORTH RD @ HADJES RD	NW	UNC	LP	26617630	-80170544
5922	LAKE WORTH RD @ CYPRESS ISLE WAY	NW	UNC	LP	26617544	-80180030
5929	US-441/SR-7 @ WHITE HORSE DR	NW	UNC	LP	26630334	-80204555
5944	LAKE WORTH RD @ MILITARY TRL	SE	UNC	LP	26618226	-80112654
5945	LAKE WORTH RD @ RICHIE PLZ	SW	UNC	NA	26618115	-80109151
5965	LAKE WORTH RD @ PRICE ST	NW	UNC	LP	26618543	-80112179
5972	LAKE WORTH RD & DANIELLA DR	NE	UNC	LP	26617492	-80185797
5975	LAKE WORTH RD @ OFFICE DEPOT	SE	UNC	LZ	26618350	-80114938
5979	LAKE WORTH RD @ BLD2571	NW	UNC	LP	26617340	-80082583
6117	LANTANA RD @ CONGRESS AVE	SE	UNC	FA	26587945	-80093291
6164	LANTANA RD & OLD CONGRESS RD	NW	UNC	FA	26588208	-80089707
6395	JOG RD @ NORMANDY TRL	NE	UNC	FA	26446172	-80146634
6397	JOG RD @ MONACO BLVD	SW	UNC	FA	26442262	-80146850
6802	LANTANA RD @ #4905/SR CTR	NW	UNC	FA	26589142	-80121738
6821	HYPOLUXO RD @ MILITARY TRL	NE	UNC	LP	26572134	-80111980
7101	ATLANTIC AVE @ CHERRYSTONES	NE	UNC	FA	26457978	-80126183
7629	ATLANTIC AVE @ MILITARY TRL	NW	UNC	LP	26457991	-80122970
7630	ATLANTIC AVE @ MARKET PLACE SW ENT	NE	UNC	LP	26457988	-80124773
7665	ATLANTIC AVE @ PINE WEST PLZ	SW	DLB	LP	26457661	-80126940
8311	GLADES RD & BOCA LAKES DR	NE	UNC	FA	26368099	-80181538
8328	GLADES RD @ GOLF COURSE RD	NW	UNC	FA	26368112	-80179284
8339	GLADES RD @ BLD9250	SW	UNC	FA	26367656	-80190692
8352	MARINA BLVD & SANDLEFOOT SQ	SE	UNC	LZ	26330766	-80201912
8364	GLADES RD @ WESTWINDS SC SE ENT	SE	UNC	FA	26367754	-80199296
8365	GLADES RD @ 95TH AVE S	SE	UNC	FA	26367762	-80194517
8366	GLADES RD @ BOCA RIDGE DR	SE	UNC	FA	26367753	-80192452
8555	MIZNER WAY @ BOCA RIO RD	SW	UNC	NA	26350606	-80171417

ADVERTISING BUS STOP BENCHES

Page 4.

Stop Abbrv	Stop Name	Fac Dir	Muni	BSBAA	Latitude	Longitude
8556	BOCA RIO RD @ REHABILITATION CTR	SW	UNC	NA	26343595	-80171226
8557	BOCA RIO RD @ BOCA RIO DR	NW	UNC	NA	26340143	-80171236
8560	LYONS RD @ SW 18TH ST	NW	UNC	LP	26331529	-80187804
8561	SW 18TH ST/MARINA BLVD @ 60TH AVE	NE	UNC	NA	26329739	-80191688
8562	SW 18TH ST/MARINA BLVD & BOCA COVE CIR	NW	UNC	NA	26329396	-80194160
8598	MARINA BLVD @ BARWOOD LN	SE	UNC	NA	26329194	-80195583
8599	MARINA BLVD @ BOCA COVE CIR	SE	UNC	NA	26329128	-80193615
8600	MARINA BLVD @ SW 59TH WAY	SE	UNC	NA	26329783	-80190791
8606	BOCA RIO RD & BOCA RIO DR	SE	UNC	NA	26340514	-80171055

**ATTACHMENT B
PALM TRAN TRANSIT DESIGN MANUAL
CURBSIDE INFRASTRUCTURE
TO EXHIBIT A, SCOPE OF WORK/SERVICES
Contract No. 11-053R/SC**

(consisting of 29 pages)



TRANSIT DESIGN MANUAL CURBSIDE INFRASTRUCTURE

5.3.1 Signage

Proper signage is an important element of good Transit service. It provides a source of information to our Riders and Operators regarding the location of Bus Stops, Park-N-Rides, schedule information, etc., and is an excellent marketing tool to promote Transit use. The more people are aware that a convenient, effective service exists, the greater the likelihood that they will use it.

5.3.2 Benches

The following are the minimum Palm Beach County design criteria for Transit benches:

- Durable, vandal-resistant, low maintenance and remain structurally sound with a minimum ten-year usable life expectation.
- Seating for at least three adults and shall be designed to minimize vandalism, graffiti and tipping. Anti-vagrant bars are preferred. Seating shall be secured to the concrete pad.
- Seating area shall be a high density material design so as to allow water to drain, and shall be properly sealed to assure resistance to the elements.
- The bench backrest shall not be greater than six-feet in length nor two-feet in height (18-inch minimum) and shall also be a high density design material properly sealed (or treated) to assure resistance to the elements.
- Withstand current wind loads code requirements. A registered engineer licensed in the State of Florida shall sign design calculations. Anchoring technique shall be specified and allow for minimal effort to remove and reinstall the bench.
- Full compliance with the Federal Americans With Disabilities Act of 1990 as amended and regulations thereto (49 CFR Part 37, Appendix A.) to include but not limited to obstacles, surfaces, signage, telephones, wheelchair lift clear area (or landing pad) free of all street furniture and overhangs, ramp and pad accessibility, curb cuts and sidewalk modifications.
- Bench foundation base shall be a reinforced concrete slab at least four-inches thick extending four-inches beyond the bench "foot-print". Although not required by ADAAG if provided, any accompanying paved ramp or wheelchair pad must be compatible with ADA, ANSI, and above standards. A maximum 2% slope perpendicular to the roadway is allowed for drainage.
- A trash receptacle of commercial design shall be installed adjacent to the bench. The trash receptacle may be either freestanding or pedestal mounted with a plastic liner with a capacity of at least five gallons.

Preserving minimum circulation guidelines, coordinating with existing landscaping, and providing additional waiting areas can improve bench and site utilization. The following additional bench placement guidelines are recommended:

- Avoid locating benches in completely exposed locations. Coordinate bench locations with existing shade trees if possible. Otherwise, install landscaping to provide protection from the wind, sun, rain, and other elements.
- Coordinate bench locations with existing streetlights to increase visibility and enhance security at a Bus Stop.
- Avoid locating benches in undeveloped areas of the right-of-way.



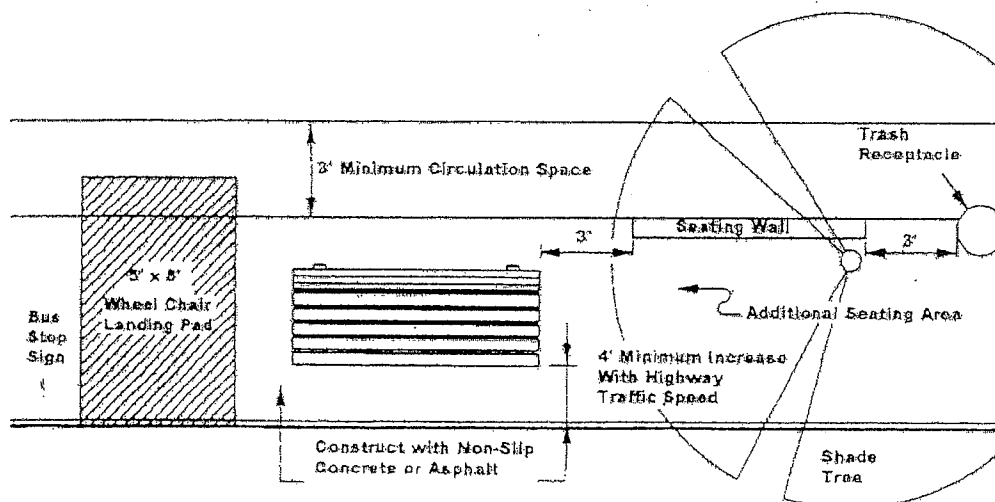
TRANSIT DESIGN MANUAL CURBSIDE INFRASTRUCTURE

- Locate benches away from driveways to enhance Rider safety and comfort.
- Do not install the bench on the 5-foot by 8-foot wheelchair lift clear area (or landing pad)

Location of the proposed Transit bench must be at a current or proposed Palm Tran Bus Stop on an existing or proposed Palm Tran route meeting at least one of the following:

- Tri-Rail Station
- Designated Park-N-Ride Lot
- Transfer Point for Palm Tran Bus Riders
- Major Transit Generator or Activity Centers (malls, hospitals, schools, shopping centers, governmental centers)
- End of the line or scheduled bus recovery location
- Major arterial or thoroughfare intersection
- High-density urbanized location
- Special Consideration Facilities (senior citizen centers, clinics, nutritional centers, welfare facilities)

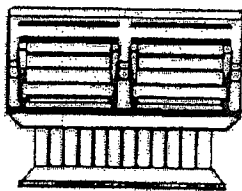
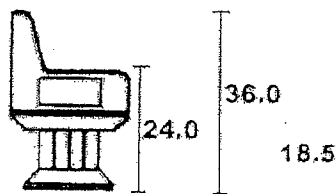
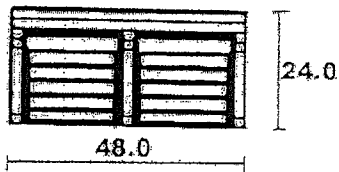
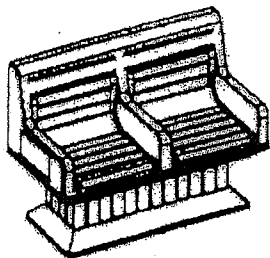
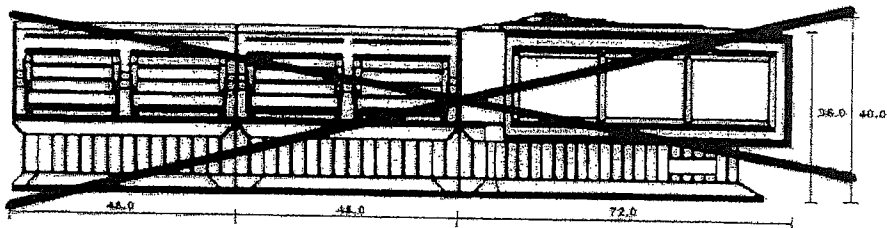
Two factors that greatly influence the use of benches are crowding at a site and the environment at a site. Crowding limits Rider choices about sitting and waiting and forces Riders to wait around, rather than at the Bus Stop. Uncomfortable Bus Stop environmental conditions, such as rain, heat and sun, can also discourage use of the bench.





TRANSIT DESIGN MANUAL

CURBSIDE INFRASTRUCTURE



Advantages	Disadvantages
Rider Comfort	Requires Maintenance
Identifies Bus Stop	Graffiti potential
Low Cost Infrastructure	



TRANSIT DESIGN MANUAL CURBSIDE INFRASTRUCTURE

5.3.3 Shelters

The following are the minimum Palm Beach County design criteria for Transit shelters:

- Durable, vandal-resistant, low maintenance and remain structurally sound with a minimum ten (10) year usable life expectation
- Standing seam peaked roof design with an insulated roof (sandwiched rigid foam with aluminum covering) either attached to and conforming to the roof pitch or installed so that the insulation creates a flat ceiling no less than 7' 6" in height. Roof drainage and scuppering shall be to the rear or sides of the shelter. (Note: A flat roof will not be acceptable.)
- Withstand current wind loads code requirements. A registered engineer licensed in the State of Florida shall sign design calculations. Anchoring technique shall be specified and allow for minimal effort to remove and reinstall the shelter.
- Three sides (the back may be modified to allow wheelchair access) and an open front with sufficient roof coverage to protect the Riders from the elements. Rain angle is assumed to be 30 degrees from vertical
- Seating for two adults and space for one wheelchair and shall have anti-vagrant bars. Seating shall either be secured to the concrete pad or to the shelter.
- Full compliance with the Federal Americans With Disabilities Act of 1990 as amended and regulations thereto (49 CFR Part 37, Appendix A) to include but not limited to obstacles, surfaces, signage, telephones, wheelchair lift clear area (or landing pad) free of all street furniture and overhangs, ramp and pad accessibility, curb cuts and sidewalk modifications.
- Shelter foundation base shall be a reinforced concrete slab at least six-inches thick extending six-inches beyond the shelter "foot-print" with a compatible paved ramp from the Bus Stop to the shelter. Suitable alternatives may be considered if they meet the ADA, ANSI, and above standards. A maximum 2% slope perpendicular to/toward the roadway is allowed for drainage.
- Minimum clear floor area 30-inches wide by 48-inches deep entirely within the perimeter of the shelter to permit wheelchair or mobility aid user access.
- A trash receptacle of commercial design shall be installed adjacent to the shelter. The trash receptacle may be either freestanding or pedestal mounted with a plastic liner with a capacity of at least twenty gallons and no more than fifty gallons.

Additional physical location criteria include:

- Minimum distance of two feet between the back-face of the curb and the roof or panels of the shelter to permit clear passage of the bus and its side mirror
- The shelter should be located as close as possible to the end of the Bus Stop zone so it is highly visible to approaching buses and passing traffic. The walking distance from the shelter to the bus should also be minimized
- Locating shelters in front of store windows should be avoided when possible so as not to interfere with advertisements and displays.
- When shelters are directly adjacent to a building, a 12-inch clear space should be preserved to permit trash removal or cleaning of the shelter



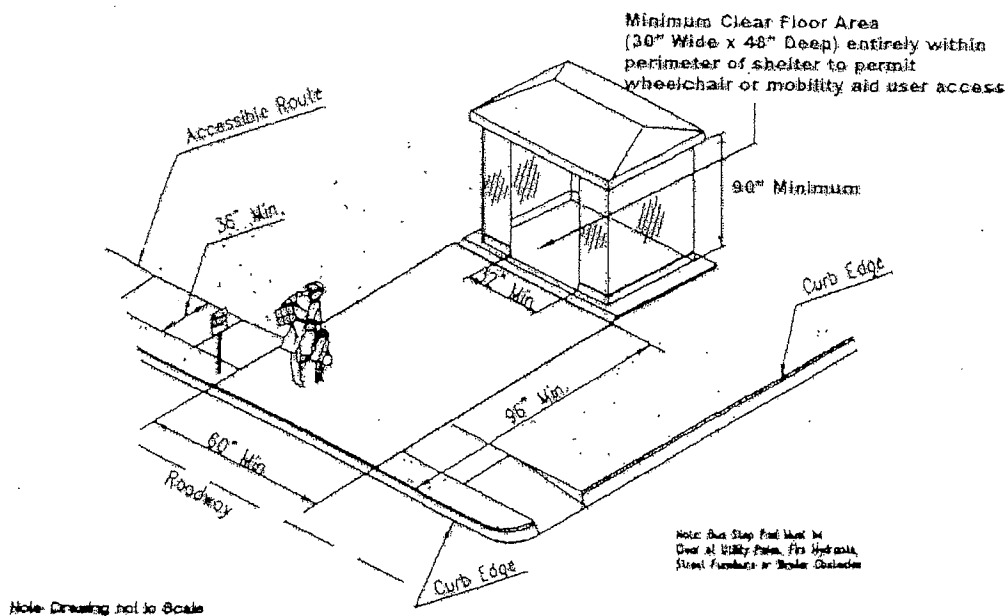
TRANSIT DESIGN MANUAL CURBSIDE INFRASTRUCTURE

Location of the proposed Transit shelter must be at a current or proposed Palm Tran Bus Stop on an existing or proposed Palm Tran route meeting at least one of the following:

- Tri-Rail Station
- Designated Park-N-Ride Lot
- Transfer Point for Palm Tran Bus Riders
- Major Transit Generator or Activity Centers (malls, hospitals, schools, shopping centers, governmental centers)
- End of the line or scheduled bus recovery location
- Major arterial or thoroughfare intersection
- High density urbanized location
- Special Consideration Facilities (senior citizen centers, clinics, nutritional centers, welfare facilities)

Ideally, the final location of a shelter should enhance the circulation patterns of Riders, reduce the amount of pedestrian congestion at a Bus Stop, and reduce conflict with nearby pedestrian activities. The location of the curb and sidewalk and the amount of available right-of-way are determining factors for locating a shelter.

Example 1



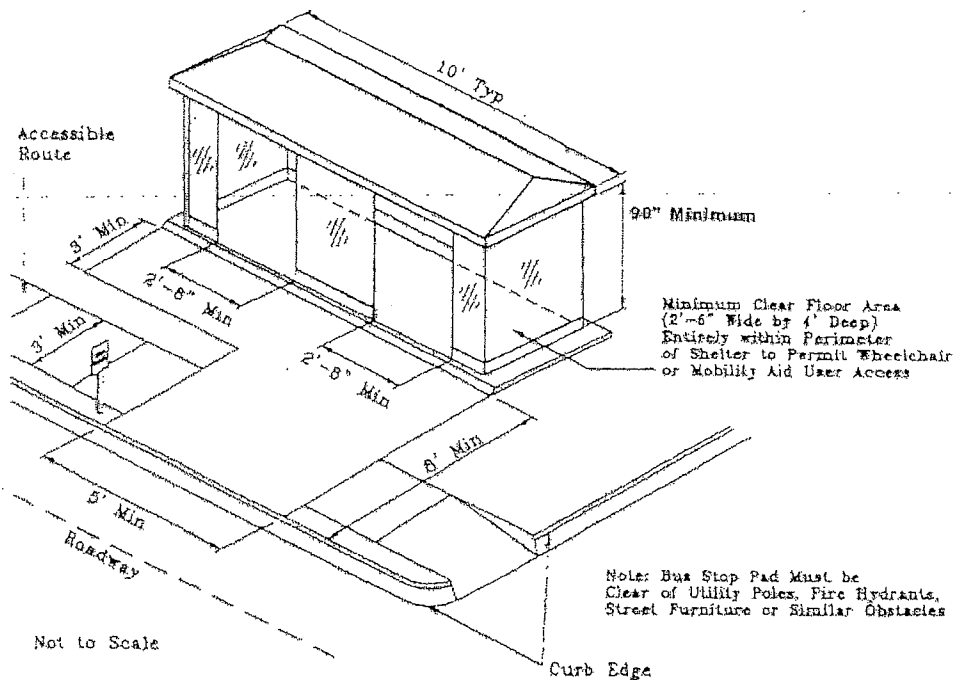


TRANSIT DESIGN MANUAL

CURBSIDE INFRASTRUCTURE

Example 2

Accessible Bus Stop Pad & Shelter
Minimum Dimensions



Advantages	Disadvantages
Rider Comfort	Maintenance and Trash Removal
Inconvenient Weather Protection	Graffiti Potential
Bus Stop Identification	
Venue for Establishing Lighting	
Route and Schedule Information Location	



TRANSIT DESIGN MANUAL

Appendix D

810 Transportation Facilities

810.1 General. Transportation facilities shall comply with 810.

810.2 Bus Boarding and Alighting Areas. Bus boarding and alighting areas shall comply with 810.2.

810.2.1 Surface. Bus stop boarding and alighting areas shall have a firm, stable surface

810.2.2 Dimensions. Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.

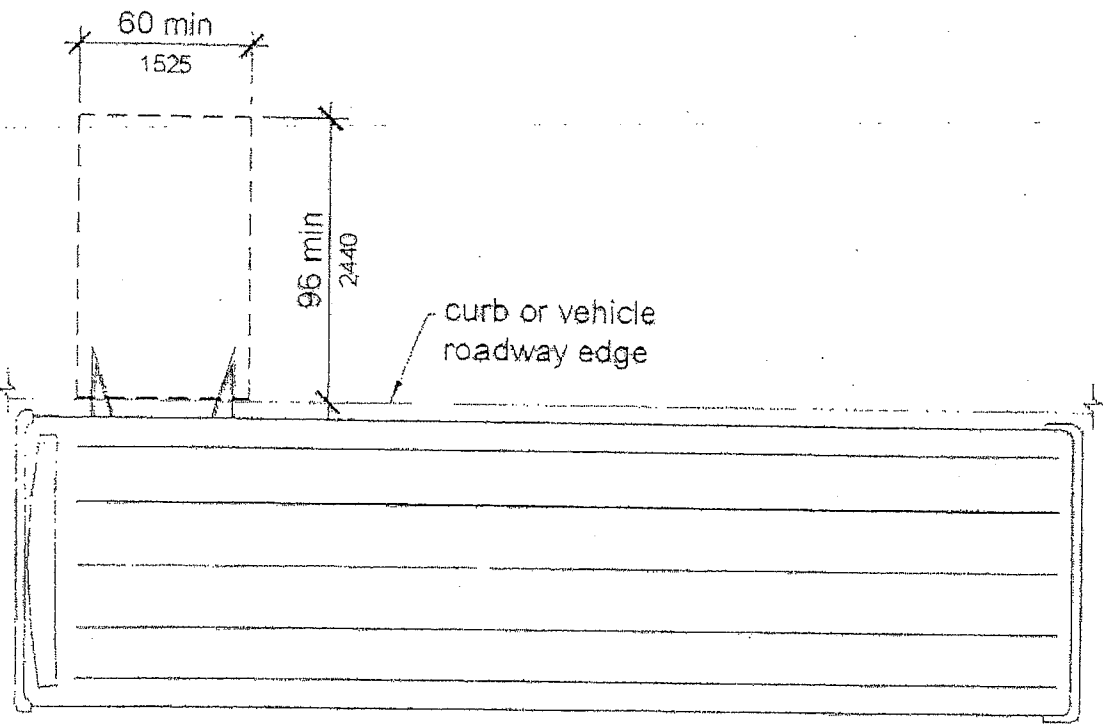


Figure 810.2.2
Dimensions of Bus Boarding and Alighting Areas

810.2.3 Connection. Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route complying with 402.

810.2.4 Slope. Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.



TRANSIT DESIGN MANUAL

Appendix D

810.3 Bus Shelters. Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.

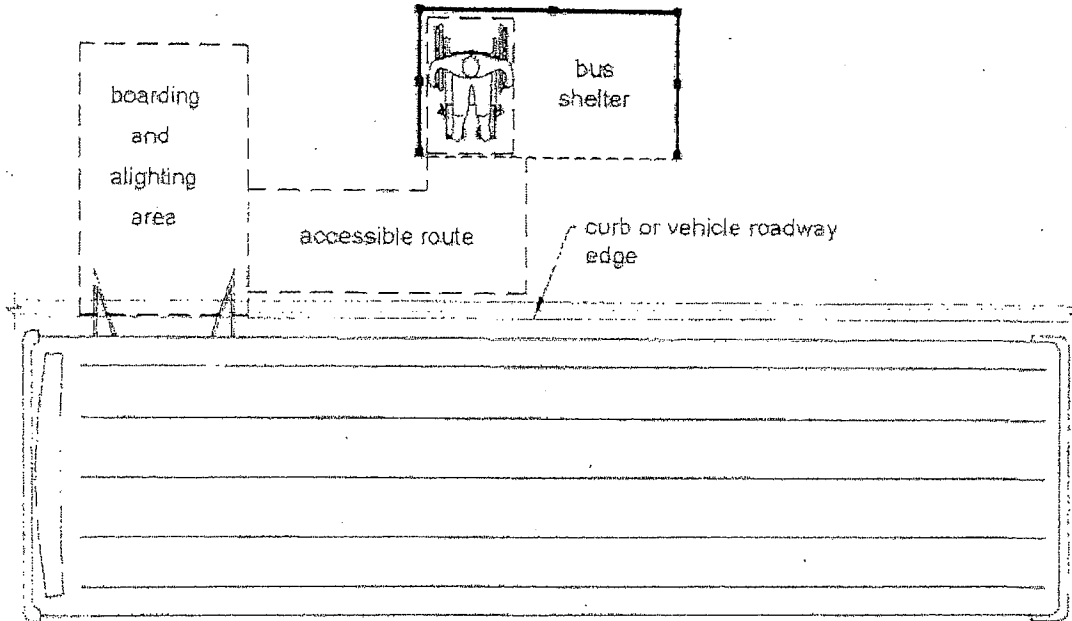


Figure 810.3
Bus Shelters

810.4 Bus Signs. Bus route identification signs shall comply with 703.5.1 through 703.5.4, and 703.5.7 and 703.5.8. In addition, to the maximum extent practicable, bus route identification signs shall comply with 703.5.5.

EXCEPTION: Bus schedules, timetables and maps that are posted at the bus stop or bus bay shall not be required to comply

810.5 Rail Platforms. Rail platforms shall comply with 810.5.

810.5.1 Slope. Rail platforms shall not exceed a slope of 1:48 in all directions.

EXCEPTION: Where platforms serve vehicles operating on existing track or track laid in existing roadway, the slope of the platform parallel to the track shall be permitted to be equal to the slope (grade) of the roadway or existing track.

810.5.2 Detectable Warnings. Platform boarding edges not protected by platform screens or guards shall have detectable warnings complying with 705 along the full length of the public use area of the platform.



TRANSIT DESIGN MANUAL

Appendix D

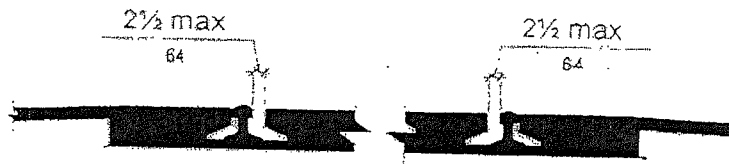


Figure 810.10 (Exception) Track Crossings

903 Benches

903.1 General. Benches shall comply with 903.

903.2 Clear Floor or Ground Space. Clear floor or ground space complying with 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench.

903.3 Size. Benches shall have seats that are 42 inches (1065 mm) long minimum and 20 inches (510 mm) deep minimum and 24 inches (610 mm) deep maximum.

903.4 Back Support. The bench shall provide for back support or shall be affixed to a wall. Back support shall be 42 inches (1065 mm) long minimum and shall extend from a point 2 inches (51 mm) maximum above the seat surface to a point 18 inches (455 mm) minimum above the seat surface. Back support shall be 2 1/2 inches (64 mm) maximum from the rear edge of the seat measured horizontally.

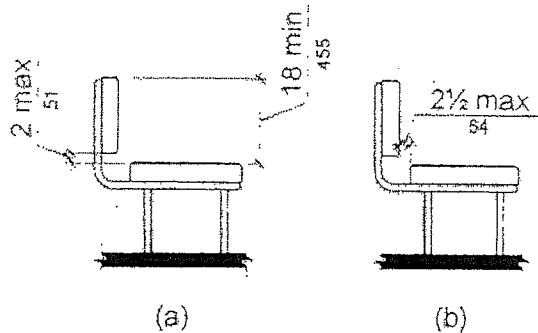


Figure 903.4
Bench Back Support

903.5 Height. The top of the bench seat surface shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum above the finish floor or ground.

903.6 Structural Strength. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds (1112 N) is applied at any point on the seat, fastener, mounting device, or supporting structure.

903.7 Wet Locations. Where installed in wet locations, the surface of the seat shall be slip resistant and shall not accumulate water.



TRANSIT DESIGN MANUAL

Appendix E

TRANSIT INFRASTRUCTURE PUNCH LIST

Item	Description	Reference	Approval
A.	Bus Stop Boarding and Alighting Areas		
A.1	Boarding and alighting area shall have a firm, stable surface	Federal ADA of 1990, as amended, and all regulations issued related thereto, including but not limited to 49 CFR Part 37, Appendix A, Minimum ADA BUS STOP requirements as outlined in paragraph 810.2	
A.2	Boarding and alighting area shall provide a clear length of 96 inches (2440 mm), minimum, measured perpendicular to the curb, or vehicle edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway		
A.3	Boarding and alighting area shall be connected to streets, sidewalks, or pedestrian paths by an accessible route consisting of the following components: a) Walking surfaces with a running slope not steeper than 1:20, b) Walking surface with a cross slope not steeper than 1:48, c) Walking surface with a minimum clear width of 36 inches (915 mm), d) Walking surface with a minimum 60 inch (1525 mm) passing space at minimum intervals of 200 feet (61 m), e) Walking surface 180 degree turn with a minimum 48 inch (1220 mm) clear width,		
A.4	All Bus Stops in urban sections that include sidewalks shall be located at least 20 feet (6096 mm) from the edge of a drainage structure (that point where the drainage structure opening begins along the gutter line)	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004	
A.5	All Bus Stops shall be located at least 15 feet (4572 mm) or more from a fire hydrant or on-street disabled parking space.	FL Administrative Code Sec 14-20.003.09	
A.6	Bus Stop Spacing: a) Central Business District: 300-1000 feet/0.056-0.189 miles/91.4-304.8 m, b) Urban Areas: 500-1200 feet/0.095-0.227 miles/152.4-365.8 m, c) Suburban Areas: 600-2500 feet/0.114-0.473 miles/182.9-762 m, d) Rural Areas: 650-2640 feet/0.123-0.5 miles/198.1-804.7 m.	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004	



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Item	Description	Reference	Approval
A.7	<p>Bus Stop prevailing minimum corner clear/typical safe distance requirements to provide an unobstructed view of arriving vehicular traffic for standing and seated persons:</p> <ul style="list-style-type: none"> a) 40 feet (12.19 m) for collectors and arterials plus 6 foot (1829 mm) from edge of pavement. b) 25 feet (7.62 m) for local roads plus 6 feet (1829 mm) from edge of pavement. 	FDOT and PBC standards	
A.8	<p>Bus Stops will be located a minimum of 450 feet (137.2 m) far side of a railroad crossing. Near side bus stop placement is dependent on design speed:</p> <ul style="list-style-type: none"> a) 25 MPH: 155 feet (47.24 m) b) 30 MPH: 200 feet (60.96 m) c) 35 MPH: 250 feet (76.20 m) d) 40 MPH: 305 feet (92.96 m) e) 45 MPH: 360 feet (109.7 m) f) 50 MPH: 425 feet (129.5 m) g) 55 MPH: 495 feet (150.9 m) h) 60 MPH: 570 feet (173.7 m) i) 65 MPH: 645 feet (196.6 m) j) 70 MPH: 730 feet (222.5 m) 	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004 and AASHTO standard	
A.9	<p>Bus Stops shall have a desired 12 foot (3658 mm) travel lane width at Bus Stop. [Minimum 11 foot (3353 mm)]</p>	Palm Tran Transit Design Manual	
A.10	<p>The minimum distance a Bus Stop shall be located from an intersection for a left turn is dependent on the posted speed and the number of additional lanes crossed:</p> <p style="text-align: center;">See Table 6</p>	Interpolation of Manual of Uniform Minimum Standards for Design, Construction and Maintenance For Streets And Highways (Florida Greenbook)	



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Item	Description	Reference	Approval
B	Bus Stop Area Designs		
B.1	<p>No-parking-zone requirements for in line/travel lane bus stops:</p> <ul style="list-style-type: none"> a) Near-Side of intersection: 100 feet (30.48 m) along travel lane from edge of turning radius or corner clip (whichever is greater) with Bus Stop located 60 inches (1525 mm) from turning radius, crosswalk or corner clip (whichever is greater), b) Far-Side of intersection: 90 feet (27.43 m) along travel lane from edge of turning radius or corner clip (whichever is greater) with Bus Stop located 60 inches (1525 mm) from turning radius, crosswalk or corner clip (whichever is greater), c) Far-Side of intersection after turn: 90 feet (27.43 m) along travel lane from edge of turning radius or corner clip (whichever is greater) with Bus Stop located 60 inches (1525 mm) from turning radius, crosswalk or corner clip (whichever is greater), d) Mid-Block: 150 feet (45.72 m) along travel lane with Bus Stop located 60 feet (15.24 m) from beginning of no-parking-zone, e) Increase Bus Stop no-parking zone by 50 feet (15.24 m) for each additional standard bus and 70 feet (21.34 m) for each additional articulated bus expected to simultaneously stop at a bus stop. 	Palm Tran Transit Design Manual and TCRP Report 19	
B.2	<p>Bus Bulbs (nubs or curb extensions) consisting of a sidewalk that extends into the travel lane from the curb of a parking lane typically require:</p> <ul style="list-style-type: none"> a) High traffic volumes and transit ridership, b) Traffic design speed less than 40 MPH, c) 8 feet (2438 mm) minimum width from the curb measured perpendicular to the curb or vehicle roadway with an R=10 foot turning radii, d) 10 feet (3048 mm) minimum entrance parking transition taper from parking area to Bus Bulb based on above. 	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004, Palm Tran Transit Design Manual and TCRP Report 19 and 65	



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Item	Description	Reference	Approval
	<ul style="list-style-type: none">e) 30 feet (9144 mm) minimum length along the travel lane measured parallel to the vehicle roadway. 45 feet (13.72 m) for an articulated busf) 16 feet (4877 mm) minimum exit intersection taper to intersection turning radii. Additional distance may be required for corner clip/safe sight distance requirements.		
B 3	<p><u>Bus Bays</u> consisting of an additional curb or shoulder lane typically require</p> <ul style="list-style-type: none">a) High traffic volumes and transit ridership.b) Traffic design speed greater than 40 MPH.c) 12 feet (3658 mm) minimum width from the curb/shoulder measured perpendicular to the curb or vehicle roadway.d) 80 feet (24.38 m) entrance taper along the travel lane measured parallel to the vehicle roadway.e) 50-foot (15.24 m) bus stopping area along the travel lane measured parallel to the vehicle roadway. 70 feet (21.34 m) for an articulated bus and additional space requirements for each additional bus expected to simultaneously stop in bus bay: 100 feet (30.48 m) for 2 standard buses, 120 feet (36.58 m) for 1 standard and 1 articulated bus. Note all bus bays located in urbanized areas (curb and gutter) shall be designed to accommodate at least 2 buses.f) 60 foot (18.29 m) entrance taper along the travel lane measured parallel to the vehicle roadway.g) BUS ONLY pavement marking should be a minimum 4 inches (101.6 mm) wide and 8 feet (2438 mm) long centered in bus stopping area.	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004, and Palm Tran Transit Design Manual	
B 4	<p>Minimum right turning lane bus stop placement is dependent on design speed:</p> <ul style="list-style-type: none">a) 35 MPH: 95 feet (28.96 m) plus queue storage.b) 40 MPH: 105 feet (32.0 m) plus queue storage.c) 45 MPH: 135 feet (41.15 m) plus queue storage.	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004	



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Item	Description	Reference	Approval
	a) 50 MPH: 100 feet (57.91 m) plus queue storage e) Above bus bay requirements apply		
C.	Bus Stop Signage		
C.1	Bus Stop Signs must be located outside of the horizontal clear zone: a) <u>Curb & Gutter</u> (urban) sections-the minimum distance from the face of curb to the bus stop sign is 2 feet (609.6 mm) and the maximum distance from curb to the signpost is 8 feet (2438 mm). b) <u>Shoulder</u> (rural) sections- varies according to the design speed of the road. [See D.3 below.]	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004	
C.2	Bus Stop Signs shall have a minimum 84 inches (2134 mm) vertical clearance above the surface.	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004	
C.3	Bus Stop minimum character height is 3 inches (76.2 mm). Letters and numbers on signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke-to-width-to-height ratio between 1:5 and 1:10. Characters and background of signs shall be eggshell, matte, or other non-glare finish.	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004	
C.4	Route Information Sign Holders shall be placed between 40 inches (1016 mm) and 54 inches (1372 mm) above the surface (natural or artificial).	Palm Tran Transit Design Manual and TCRP Report 12	
C.5	Tactile Route Plaques (if used) shall be placed 48 inches (1220 mm) above the surface.	TCRP Report 12	



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Item	Description	Reference	Approval
D.	Bus Stop Infrastructure		
D.1	Infrastructure is defined as all other structures that may be associated with a Bus Stop. These may include but not be limited to benches, shelters, kiosks, newspaper vending machines, bicycle storage, trash receptacles, lighting, leaning rails, and additional street furniture. All such infrastructure shall meet ADA and clear zone requirements.	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004 and Palm Tran Transit Design Manual	
D.2	Any infrastructure placed on the sidewalk shall leave a minimum 4 feet (1220 mm) clearance for pedestrian traffic between infrastructure and nearest edge of road, a clear opening between the structure and the surface to facilitate cleaning, and a minimum 15 feet (4572 mm) from any fire hydrant or disabled parking space.	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004	
D.3	All infrastructure shall meet or exceed the prevailing setback or clear zone requirements. Typical minimum clear zone requirements include: <ul style="list-style-type: none"> a) 4 feet (1219 mm) behind back face of curb when design speed is less than 45 MPH, b) 6 feet (1829 mm) for non curb local roads when design speed is less than 35 MPH, c) 10 feet (3048 mm) for non curb collectors when design speed is less than 40 MPH, d) 14 feet (4267 mm) for non curb arterials when design speed is less than 50 MPH with less than 1500 ADT or when design speed is less than 40 MPH with at least 1500 ADT, e) 18 feet (5486 mm) for non curb arterials when design speed is greater and ADT is less than 1500 or when design speed is less than 50 MPH with at least 1500 ADT, f) 24 feet (7315 mm) for non curb arterials when design speed is 55 MPH and ADT is at least 1500, g) 30 feet (9144 mm) for non-curb arterials when design speed is at least 60 MPH with ADT at least 1500. 	FDOT and PBC standards	



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Item	Description	Reference	Approval
D.4	Validation that infrastructure is durable, vandal-resistant (to include graffiti and tipping), low maintenance, and remain structurally sound for a 10 year usable life expectation.	Palm Tran Transit Design Manual	
D.5	Verification by a State of Florida registered engineer that the infrastructure is designed to withstand current wind load code requirements (140 MPH). Anchoring technique shall be specified and allow for minimal effort to remove and reinstall infrastructure.	Palm Tran Transit Design Manual	
D.6	Commercial design 5 gallon (18.93 l) capacity trash receptacle with plastic liner shall be installed adjacent to a Transit Bench or Transit Shelter. Receptacles may be free standing on a concrete footprint, attached to other transit infrastructure or pedestal mounted.	Palm Tran Transit Design Manual	
D.6	Other Prevailing FDOT and PBC requirements may apply.	FDOT and PBC standards	



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Item	Description	Reference	Approval
E.	Bus Stop Transit Bench (in addition to above)		
E.1	<p>Minimum Transit Bench seating for 2 adults. Minimum additional ADA seat requirements include:</p> <ul style="list-style-type: none"> a) 42 inch (1065 mm) seat length/back support. b) 20-24 inch (510-610 mm) seat depth. c) 2-18 inch (51-455 mm) above seat for back support. d) 2.25 inch (64 mm) behind seat back support. e) 17-19 inch (430-485 mm) top of bench. f) 250 lb (113.4 kg/1112 N) structural strength. g) Slip resistant/no water accumulation. h) 30 inch x 48 inch (760 mm x 1220 mm) clear floor/ground space at bench end/parallel to bench short axis. i) Meet or exceed above bus stop boarding and alighting area requirements. 	<p>Federal ADA of 1990, as amended, and all regulations issued related thereto, including but not limited to 49 CFR Part 37, Appendix A. Minimum ADA BUS STOP requirements as outlined in paragraph 903</p>	
E.2	Transit Benches placed in right-of-way shall not exceed 74 inches (1880 mm) in length, 28 inches (711.2 mm) in depth, and 44 inches (1118 mm) in height.	Chapter 14, FL Administrative Code	
E.3	A sign shall be placed on bench, indicating the party responsible for maintenance and cleaning to include telephone number where complaints may be reported.	Palm Tran Transit Design Manual and standing agreements	
E.4	Transit Benches shall be secured to a concrete (or suitable substitute) pad. Anti-vandal bars are preferred.	Palm Tran Transit Design Manual	



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F.	Bus Stop Transit Shelter (in addition to the above)		
F.1	Transit Shelters shall provide: <ul style="list-style-type: none"> a) 30 inch x 48 inch (760 mm x 1220 mm) clear floor/ground space entirely within the shelter. This space may overlap clear floor/ground space at bench end/parallel to bench short axis when bench is integral part of shelter. b) Connection via accessible route to boarding and alighting area. c) Meet or exceed above bus stop boarding and alighting area requirements. 	Federal ADA of 1990, as amended, and all regulations issued related thereto, including but not limited to 49 CFR Part 37, Appendix A. Minimum ADA BUS STOP requirements as outlined in paragraph 810.3	
F.2	Standing seam peaked, curved roof design or COUNTY approved roof design (no flat roof design) with an insulated roof either attached to and conforming to the roof pitch or installed so that the insulation creates a flat ceiling no less than 7.5 feet (2286 mm) in height.	Palm Tran Transit Design Manual	
F.3	Roof drainage and scuppering shall be to the rear or sides of the shelter.	Palm Tran Transit Design Manual	
F.4	Minimum 3 sides (the back may be modified to allow wheelchair access) and an open front with sufficient roof coverage to protect riders from the elements. (Typical 30 degree rain angle is measured from the vertical)	Palm Tran Transit Design Manual	
F.5	Seating shall either be secured to the concrete pad or to the Transit Shelter and meet or exceed above bus stop transit bench requirements.	Palm Tran Transit Design Manual	
F.6	A minimum 36 inch (760 mm) clearance around the structure and any adjacent sidewalk to provide unrestricted pedestrian traffic. <ul style="list-style-type: none"> a) Free of other sidewalk furniture not integral to Transit Shelter usage b) Minimum 36 inch (760 mm) circulation space required between directly related transit infrastructure c) Other sidewalk furniture including vending machines, newspaper racks or any structure that impedes bus and/or shelter access shall be no 	Palm Tran Transit Design Manual	



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	closer than 50 feet (15.24 m) from the Bus Stop boarding and alighting area.		
F.7	Foundation base shall consist of a reinforced concrete slab at least 6 inches (152.4 mm) thick extending 6 inches (152.4 mm) beyond the shelter foot-print with a compatible paved ramp from the Bus Stop to the Transit Shelter.	Palm Tran Transit Design Manual	
F.8	If located adjacent to a building, the Transit Shelter shall include a minimum 1-foot (304.8 mm) clear space between structures to permit trash removal and cleaning.	Palm Tran Transit Design Manual	
F.9	Roof panels may not be located closer than 2 feet (609.6 mm) from back face of curb to permit clear passage of bus and truck side mirrors.	Palm Tran Transit Design Manual	
F.10	A sign shall be placed entirely within indicating the party responsible for maintenance and cleaning to include telephone number where complaints may be reported.	Palm Tran Transit Design Manual and standing interlocal agreements	
F.11	Transit Shelter shall be lighted from dusk to dawn. Lighting may be provided by either solar power or supplied from conventional public utility. Power supplied by a conventional public utility will be GFI protected. Typical lighting should provide 2-5 foot-candles.	Palm Tran Transit Design Manual	
G	Other Bus Stop Infrastructure		
G.1	Kiosks, leaning rails, vending machines, bicycle storage, trash receptacles, Shopping Center cart storage, pay and emergency telephones, landscaping, lighting, and security.	FDOT District 4 Transit Facilities Guidelines Version 2, April 2004 and Palm Tran Transit Design Manual	

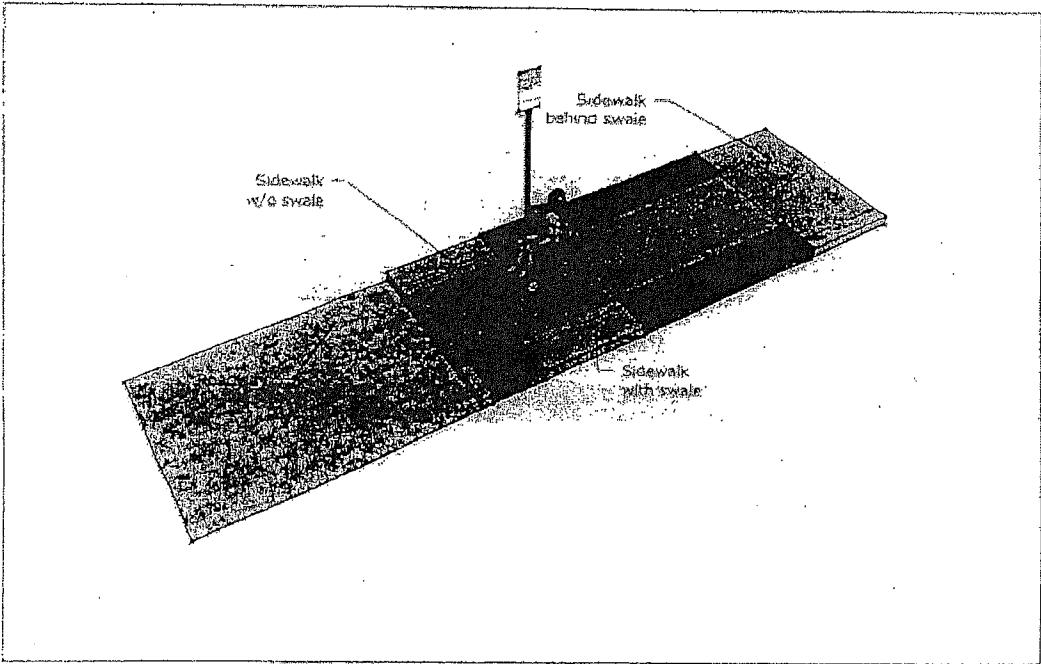


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Table 1. Minimum Bus Stop Boarding and Alighting Area Requirements

Clear Area		
Clear Length	96 inches	2440 mm
Clear Width	60 inches	1525 mm
Connected to streets, sidewalks, or pedestrian paths by an Accessible Route with:		
a:		
Running Slope	1:20	
Cross Slope	1:48	
Walking Surface:		
Clear Width	36 inches	915 mm
Passing Space	60 inches every 200 feet	1525 mm every 61 m
180 Degree Clear Width	48 inches	1220 mm





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Table 2. Bus Stop Minimum Distances from other structures

Structure	Distance	
Drainage Opening	20 feet	6096 mm
Fire Hydrant	15 feet	4572 mm
Disabled Parking	15 feet	4572 mm

Table 3. Bus Stop Spacing

Congestion Factor	Spacing		
Central Business District (Ave: every 2 blocks)	300-1000 feet	0.056-0.189 miles	91.40-304.8 m
Urban (Ave: 0.1 miles)	500-1200 feet	0.095-0.227 miles	152.4-365.8 m
Suburban (Ave: 0.2 miles)	600-2500 feet	0.114-0.473 miles	182.9-762.0 m
Rural (intersections or attractors)	650-2640 feet	0.123-0.500 miles	198.1-804.7 m

Table 4. Bus Stop Corner Clip/Safe Distance Triangle

	Arterial	Collector	Local
Arterial	40 feet (12.19 m)	40 feet (12.19 m)	40 feet (12.19 m)
Collector	40 feet (12.19 m)	40 feet (12.19 m)	40 feet (12.19 m)
Local	40 feet (12.19 m)	40 feet (12.19 m)	25 feet (7.62 m)
Plus 6 feet (1829 mm) from edge of pavement			

Table 5. Bus Stop Minimum Distance From Rail Road Crossing

Design Speed	Near Side of Stop Bar		Far Side of Crossing	
25 MPH	155 feet	47.24 m	45 feet	137.2 m
30 MPH	200 feet	60.96 m		
35 MPH	250 feet	76.20 m		
40 MPH	305 feet	92.96 m		
45 MPH	360 feet	109.7 m		
50 MPH	425 feet	129.5 m		
55 MPH	495 feet	150.9 m		
60 MPH	570 feet	173.7 m		
65 MPH	645 feet	196.8 m		
70 MPH	730 feet	222.5 m		

1. Design Speed is typically 5 MPH over posted speed limit
2. Bus Stops no closer than 25 feet (7.62 m) in advance of railroad crossing pavement markings
3. Bus Bays no closer than 50 feet (15.24 m) in advance of railroad crossing bar



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Table 6. Minimum Distance from Bus Stop to Intersection for Left Turn Movement

MPH	Number of Lanes Crossed									
	1		2		3		4		5	
65	750 ft	229m	775 ft	237m	825 ft	252m	875 ft	267m	925 ft	282m
60	675 ft	206m	725 ft	221m	775 ft	237m	825 ft	252m	875 ft	267m
55	625 ft	191m	650 ft	198m	700 ft	213m	750 ft	229m	800 ft	243m
50	575 ft	175m	600 ft	183m	650 ft	198m	675 ft	206m	725 ft	221m
45	525 ft	160m	550 ft	168m	575 ft	168m	600 ft	163m	625 ft	191m
40	450 ft	137m	475 ft	145m	525 ft	160m	550 ft	168m	575 ft	175m
35	400 ft	121m	425 ft	130m	450 ft	137m	475 ft	145m	500 ft	152m
30	350 ft	107m	375 ft	114m	400 ft	121m	425 ft	130m	450 ft	137m
25	275 ft	84m	300 ft	91m	325 ft	99m	350 ft	107m	375 ft	114m
20	225 ft	69m	225 ft	69m	250 ft	76m	275 ft	84m	300 ft	91m

Table 7. No Parking Zone Requirements for In-Line/Travel Lane Bus Stops

Bus Stop Relationship To Intersection	Minimum No Parking Zone for Standard Bus	
Near-Side Bus Stop	100 feet (60 feet behind bus)	30.48 m (18.29 m behind bus)
Far-Side Bus Stop	90 feet (50 feet in front of bus)	27.43 m (15.24 m in front of bus)
Far-Side Bus Stop After Turn	90 feet (50 feet in front of bus)	27.43 m (15.24 m in front of bus)
Mid-Block Bus Stop	150 feet (50 feet in front of bus)	45.72 m (15.24 m in front of bus)

1. Add 5 feet (1525 mm) from turning radius, crosswalk, or sight triangle, whichever is further from the intersection.
2. Assume Bus Stop in 12 foot (3658 mm) travel lane (11 foot (3353 mm) minimum
3. Assume 40 foot (12.19 m) standard bus,
4. Increase 50 feet (15.24 m) for each additional standard bus, and 70 feet (21.34 m) for each additional articulated bus expected to simultaneously stop at a bus stop.

Table 8. Minimum Bus Bay and Bus Bulb dimensions

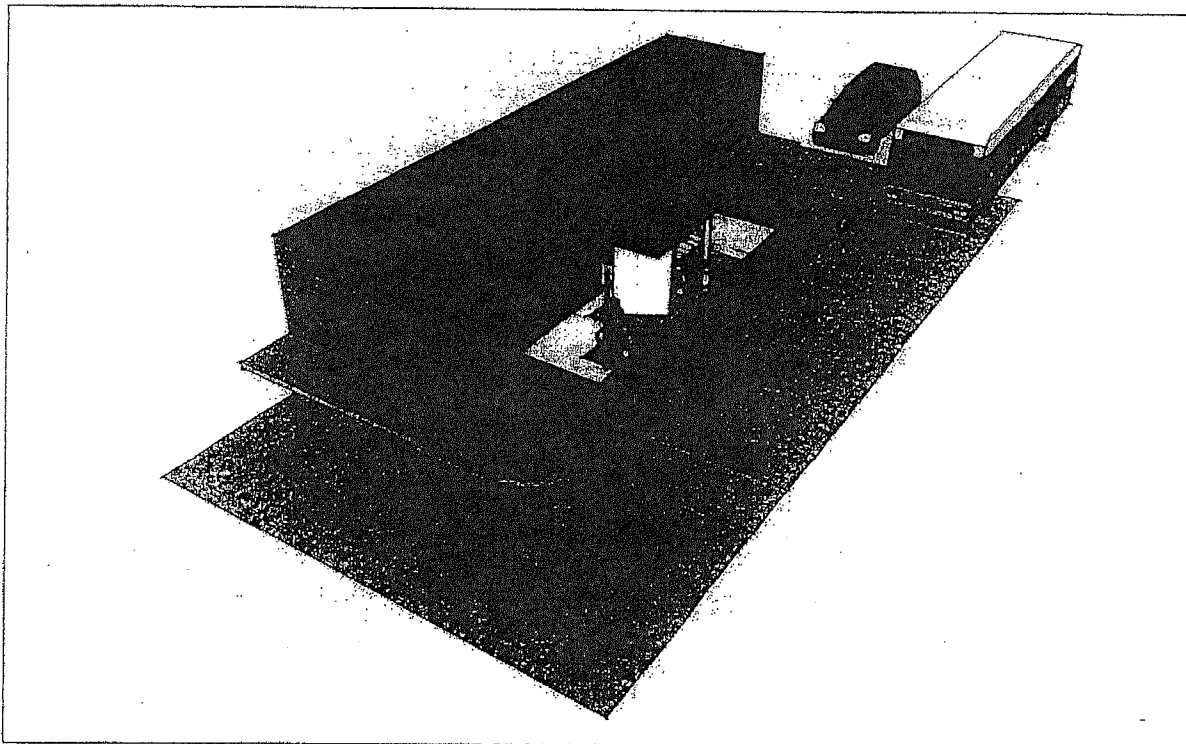
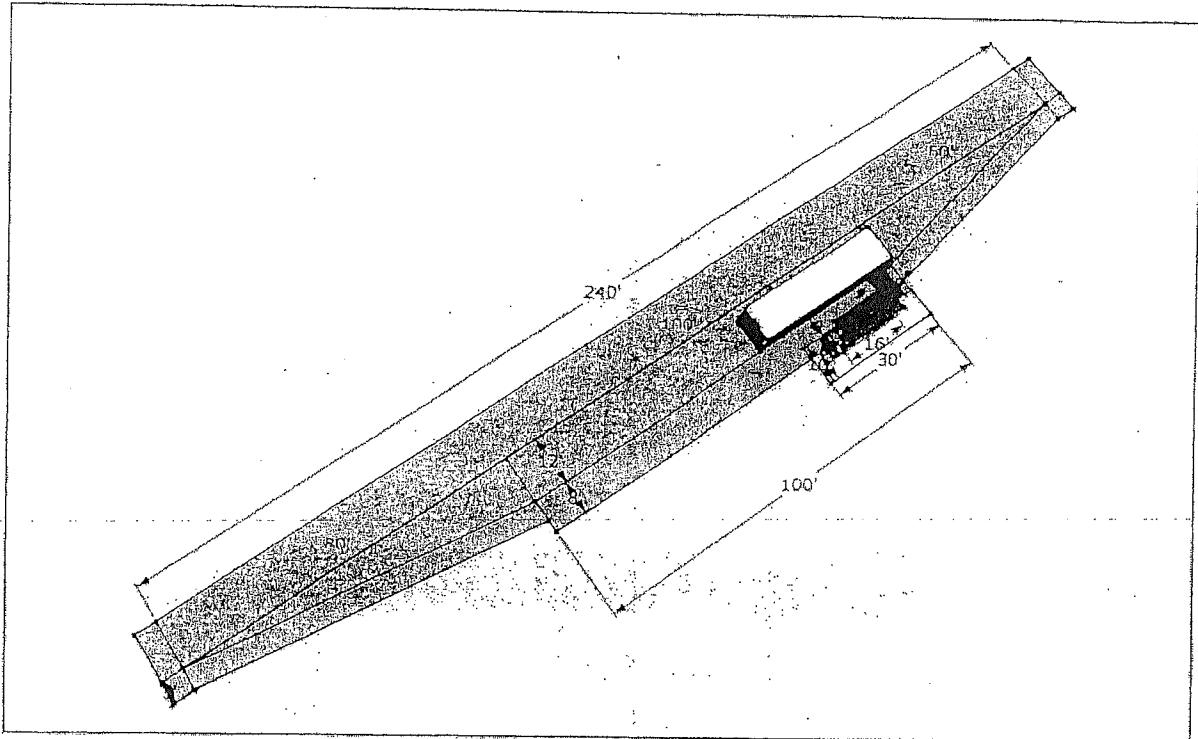
Design Speed	Bus Bay		Bus Bulb	
	>40MPH		<45 MPH	
Minimum Width	12 feet	3658 mm	8 feet	2438 mm
Entrance Taper (R=10 radii)	80 feet	24.38 m	10 feet	3048 mm
Bus Stopping Area*	50 feet (standard)	15.24 m	30 feet (standard)	9144 mm
	70 feet (articulated)	21.34 m	45 feet (articulated)	9144 mm
Exit Taper	60 feet	18.29 m	16 feet	4877 mm

*Note: All Bus Bays located in urbanized areas (curb and gutter) shall be designed to accommodate at least 2 buses:

- 100 feet (30.48 m) for 2 standard buses
- 120 feet (36.58 m) for 1 standard and 1 articulated bus
- 140 feet (42.67 m) for 2 articulated buses

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Table 9. Combination Bus Bay in Right Turning Lane

Design Speed	Additional Design Length for Turning Lane	
35 MPH	95 feet plus queue storage	28.96 m plus queue storage
40 MPH	105 feet plus queue storage	32.00 m plus queue storage
45 MPH	135 feet plus queue storage	41.15 m plus queue storage
50 MPH	190 feet plus queue storage	57.91 m plus queue storage

Table 10. Bus Stop Signage

Distance		
Horizontal Clear Zone		
Curb and Gutter	2–8 feet from curb	609.6–2438 mm from curb
Shoulder	Varies according to Design Speed – See Table 9 below.	
Vertical Clear Zone		
Bus Stop Sign	84 inches to sign bottom	2438 mm to sign bottom
Route Information Sign	40–54 inches above surface	1016–1372 mm above surface
Tactile Plaque	48 inches above surface	1220 mm above surface
Characters on Sign		
Height	3 inches	76.2 mm
Width-to-Height Ratio	Between 3:5 and 1:1 width-to-height ratio	
Stroke Ratio	Between 1:5 and 1:10 stroke-to-width-to-height ratio	
Color	Eggshell, matte, or other non-glare finish Contrast colors to background	
Bus Bay Pavement Markings		
White Striping	6 inch solid strip with 2–4 foot skip at entrance and exit tapers	152.4 mm solid strip with 609.6–1219 mm skip at entrance and exit tapers
BUS ONLY lettering	Centered in bus stopping area	
Letter Width	4 inches	101.6 mm
Letter Height	8 feet	2438 mm



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Table 11. Bus Stop Infrastructure Clear Zone

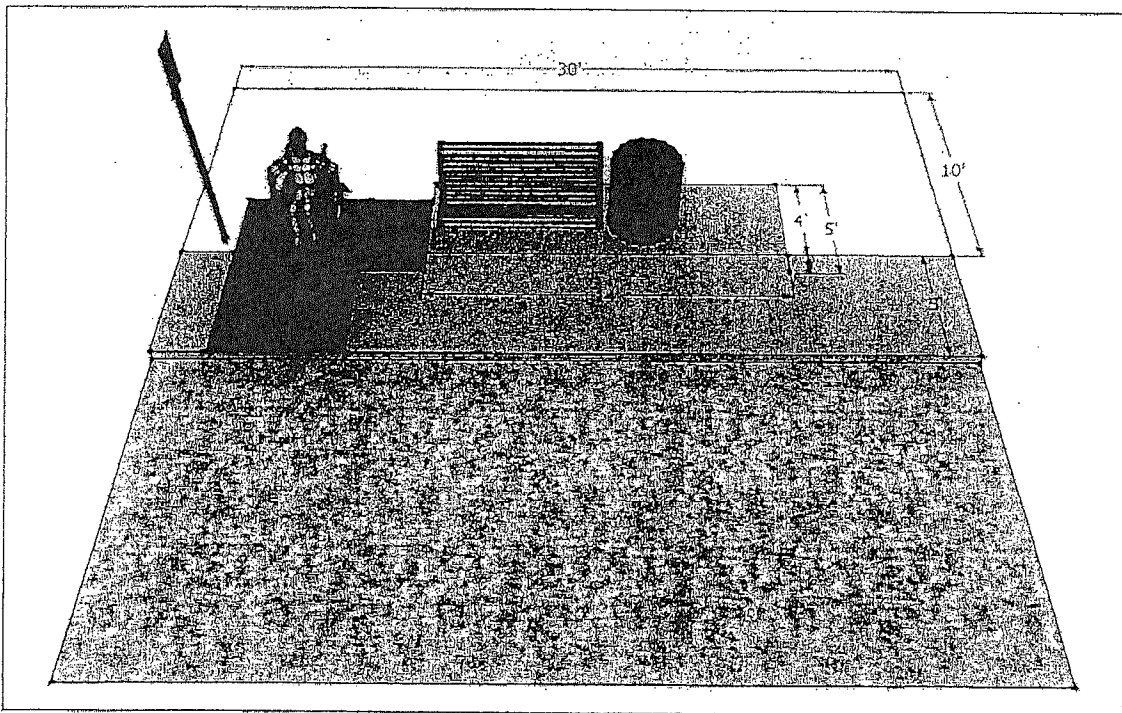
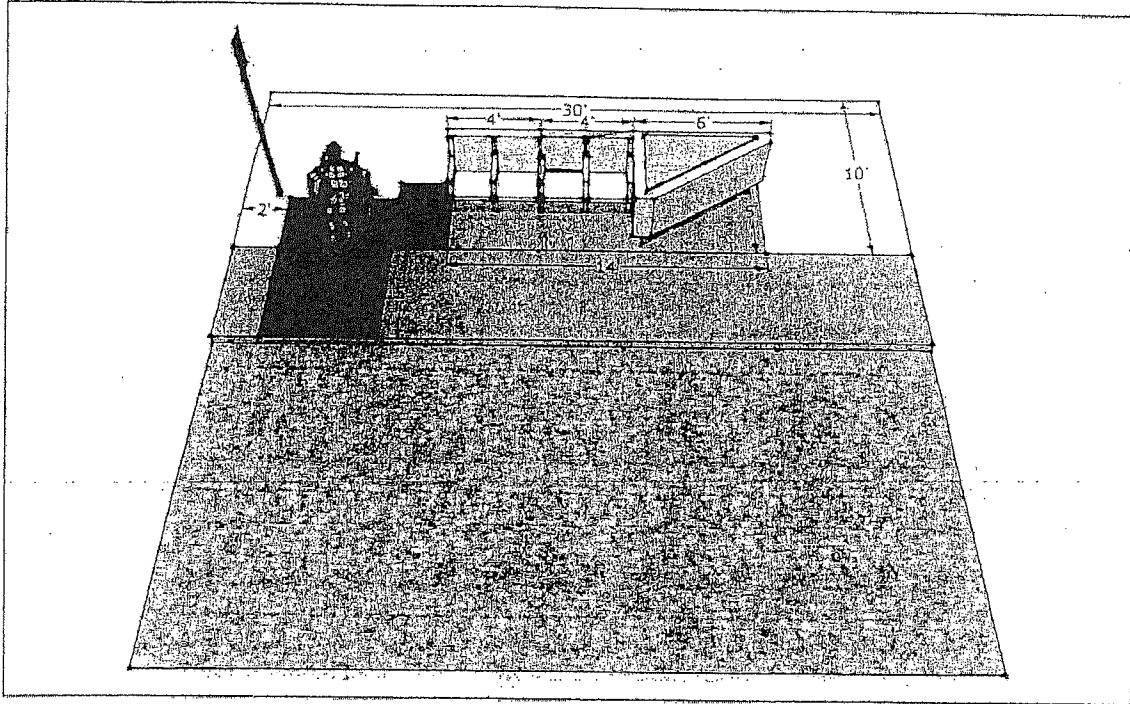
	Urban	Rural (No Curb and Gutter)			
	Curb & Gutter	Local	Collector	Arterial < 1500 ADT	Arterial ≥ 1500 ADT
Sidewalk Clearance	4 feet (1219 mm)				
Fire Hydrant	15 feet (4572 mm)				
Disabled Parking					
Design Speed					
25 MPH	4 feet (1219 mm)	6 feet (1829 mm)	10 feet (3048 mm)	14 feet (4267 mm)	14 feet (4267 mm)
30 MPH					
35 MPH					
40 MPH					
45 MPH					
50 MPH					18 feet (5486 mm)
55 MPH				18 feet (5486 mm)	24 feet (7315 mm)
≥60 MPH					30 feet (9144 mm)

Table 12. Bus Stop Trash Receptacle (Bench and Shelter)

Capacity w/plastic liner	5 gallon	18.93 l
Free Standing on a concrete footprint, attached to infrastructure or pedestal mounted		

Table 13. Bus Stop Transit Bench Specific

Seating	Minimum 2 seats with antivagrnt bars	
Seat Length/Back Support	42 inches	1065 mm
Seat Depth	10-24 inches	510-610 mm
Above Seat for Back Support	2-18 inches	51-455 mm
Behind Seat for Back Support	2.25 inches	64 mm
Top of Bench	17-19 inches	430-485 mm
Structural Strength	250 pounds	113.4 kg/1112 N
Clear Floor/Ground Space at bench end/parallel to bench short axis	30 inches x 48 inches	760 mm x 1220 mm
Dimensions		
Length	74 inches	1880 mm
Depth	28 inches	711.2 mm
Height	44 inches	1118 mm
Secured to a concrete (or suitable substitute) pad		
Slip resistant/no water accumulation		
Meet or exceed above Bus Stop Boarding and Alighting Are Requirements (Table 1)		
Meet or exceed below Trash Receptacle Requirements (Table 12)		





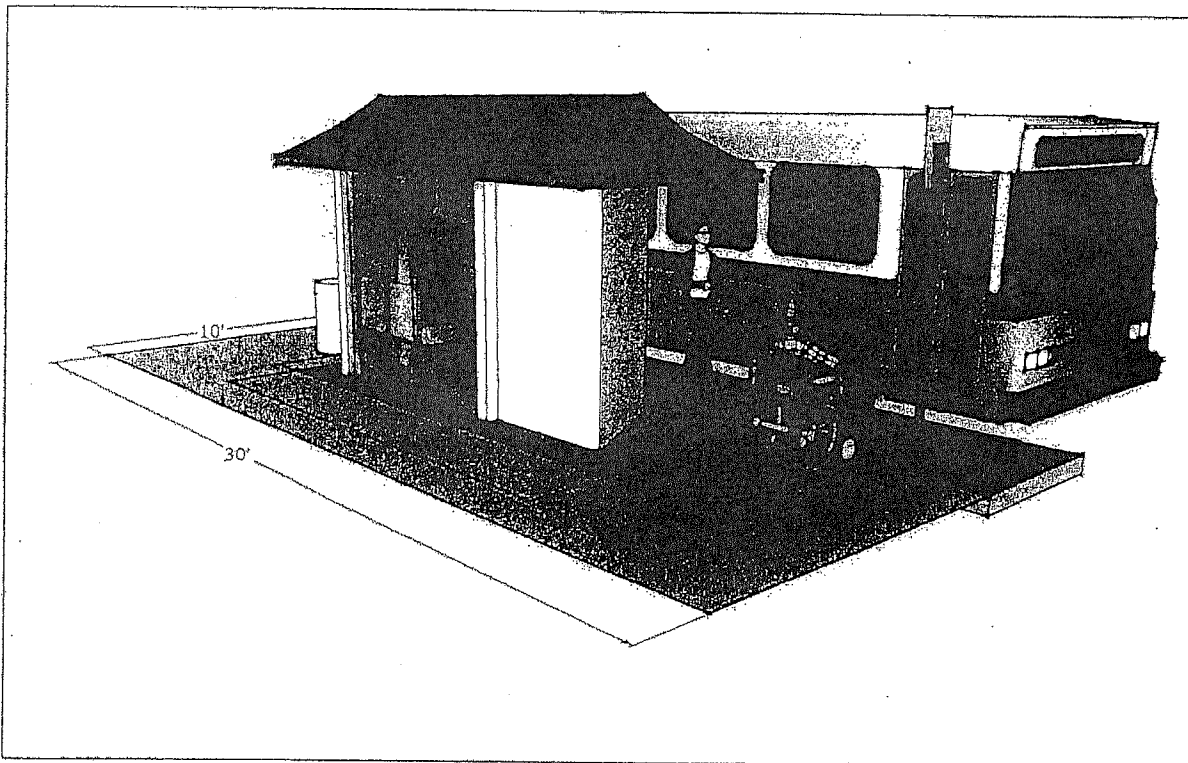
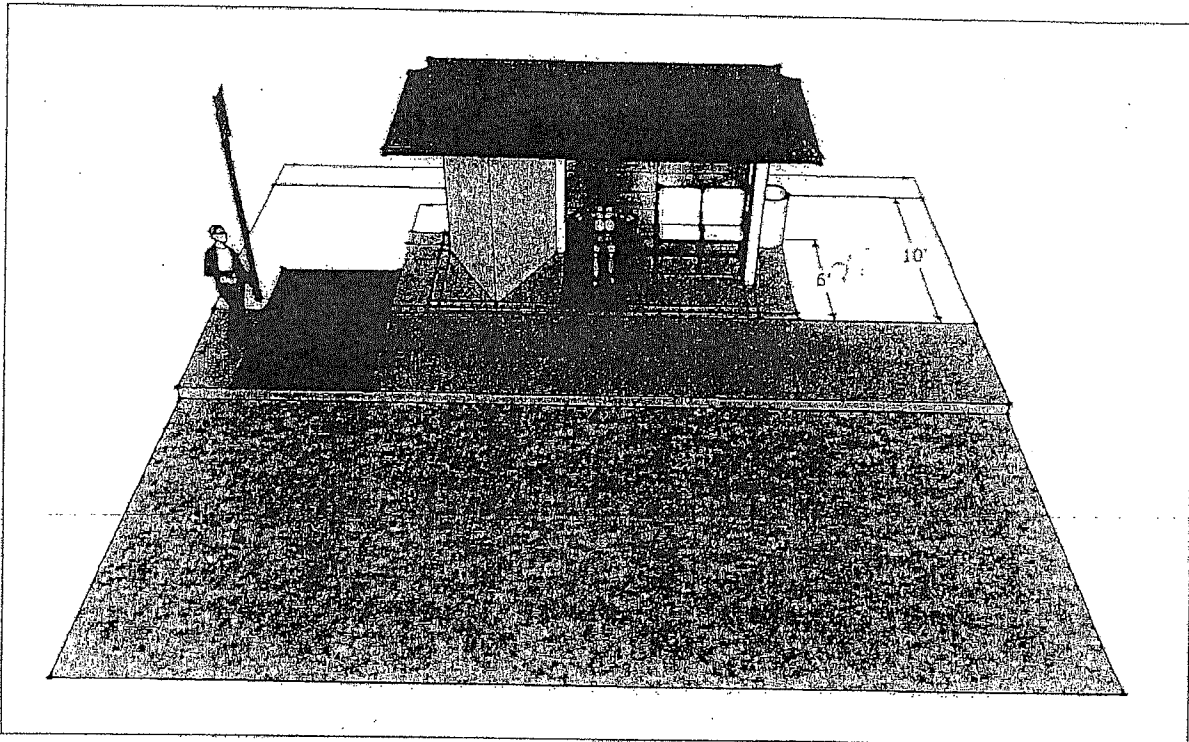
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Table 14. Bus Stop Transit Shelter Specific

Clear Floor/Ground Space entirely within shelter and may overlap with bench end/parallel to bench short axis	30 inches x 48 inches	760 mm x 1220 mm
Minimum Clearance		
Around structure	36 inches	760 mm
Between transit related but not integral infrastructures	36 inches	760 mm
To Non-Transit related infrastructure	50 feet	15.24 m
To adjacent Building	1 foot	304.8 mm
Roof Panel and Curb	2 feet	609.6 mm
Free of other sidewalk furniture not integral to Transit shelter usage		
Roof		
Standing seam peaked, curved, or COUNTY approved roof design		
Roof drainage and scuppering to rear and sides of shelter		
30 degree rain angle measured from vertical		
Minimum 3 sides with open front. (Back may be modified to allow wheelchair access)		
Sign indicating entity responsible (telephone number) for maintenance and cleaning		
Lighted dusk to dawn		
Foundation Base		
Reinforced Concrete	6 inches thick	152.4 mm thick
Beyond Footprint	6 inches thick	152.4 mm thick
Connection via accessible route to Boarding and Alighting Area		
Meet or exceed above Bus Stop Boarding and Alighting Area Requirements (Table 1)		
Meet or exceed below Trash Receptacle Requirements (Table 12)		
Meet or exceed above Bench Requirements/Bench may be secured to Shelter (Table 13)		

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**ATTACHMENT C
CHAPTER 14-20
PRIVATE USE OF RIGHT OF WAY-
FLORIDA ADMINISTRATIVE RULES
TO EXHIBIT A, SCOPE OF WORK/SERVICES
Contract No. 11-053R/SC**

(consisting of 4 pages)

CHAPTER 14-20
PRIVATE USE OF RIGHT OF WAY

14-20.0025	Definitions
14-20.003	Placement of Shelters
14-20.0032	Placement of Benches
14-20.0033	Competitive Public Bidding of Advertising (Repealed)
14-20.004	Public Transit Bus Stops
14-20.010	General Use Permits

14-20.0025 Definitions.

(1) "Bench" means a seat designed for seating two or more persons, which is placed along a regular transit bus route at or near recognized transit bus stops.

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

(3) "School Bus" means as defined in Section 316.003, F.S.

(4) "Shelter" means a structure or facility located at a designated site to protect passengers from the elements. "Shelter" refers to both public transit bus shelters and school bus shelters.

(5) "Transit Bus" means any motor vehicle designed for carrying more than ten passengers and used for the transportation of persons and any motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

Specific Authority 334.044(2), 337.408(4), (6) F.S. Law Implemented 334.044(13), 335.02(1), 337.408 F.S. History--New 12-26-90, Amended 5-15-97, 5-25-08.

14-20.003 Placement of Shelters.

The appropriate city or county government in whose jurisdiction a shelter is to be located may approve, by written authorization, the erection and placement of a shelter on the right of way of a road when it complies with the following:

(1) A shelter may be erected only at bus stops designated by a public transit agency or at bus stops designated by the local school board and identified as having service a minimum of ten times in a five-day period, excluding weekends and holidays.

(2) Shelters erected outside of the urban limits shall be spaced so that no more than two shelters are erected per mile of a two-lane highway and no more than four shelters are erected per mile on highways with four or more lanes.

(3) Shelters are prohibited in medians and on limited access facilities.

(4) The shelter location must meet the set back and minimum clear recovery zone requirements as established in the Department's Design Standards, Index Number 700, incorporated herein by reference. Copies of Index Number 700 are available at: www.dot.state.fl.us/rddesign/designstandards/standards.htm.

(5) Shelters shall not be located within 15 feet of any fire hydrant or handicapped parking space.

(6) A shelter shall not obstruct any sidewalk, bike path, pedestrian path, driveway, drainage structure, or ditch, etc., and shall provide at least three feet of clearance for pedestrian traffic.

(7) Prior to the installation of the shelter, the impacted utility companies must be notified to determine location of utilities and prevent conflicts.

(8) All shelter utility connections shall comply with Rule 14-46.001, F.A.C., and must be approved by the appropriate city or county building department.

(9) The owner of abutting property shall be notified by certified mail of the proposed shelter location if there will be advertising.

(10) Advertising on a shelter shall be no greater than 72 inches by 60 inches per side of the shelter including the roof. There shall be no more than one advertisement per side.

(11) Companies engaged in the business of outdoor advertising shall obtain and maintain a current license pursuant to Section 479.04, F.S., and Rule 14-10.003, F.A.C.

(12) Flashing lights on shelters are prohibited. All lights must be placed or shielded so they do not interfere with motorists on the roadway. Lights are not permitted for the sole purpose of illuminating advertising.

(13) Sides and internal dividers in shelters shall be constructed in a manner to provide visibility of waiting passengers to passing traffic and pedestrians. All transparent materials will be shatterproof. No shelter shall be located in such a manner, or be constructed of such materials, so as to adversely affect sight distances at any intersection or obstruct the view of traffic signs or other traffic

control devices.

(14) The maximum height of a shelter cannot exceed ten feet.

(15) Shelters must be securely attached to their foundations and must provide for a clear opening between the structure and the ground or foundation to facilitate cleaning and to preclude the accumulation of debris.

(16) Shelters shall be properly maintained as to aesthetics, function, and safety. If the Department finds any shelter in violation of any portion of this rule, except those determined to be a safety hazard, the Department will provide written notice of the violation to the appropriate city or county government, who shall correct the violation or remove the shelter within 30 days after receipt of the notice. If the Department finds any shelter to be a safety hazard, the Department shall provide notice to the appropriate city or local government, who shall take immediate steps to make the shelter safe or remove the shelter. If the condition or location of a shelter is not corrected in accordance with the Department's notice, the Department will cause the shelter to be moved or removed and seek the cost of removal.

(17) Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration, or relocation of all, or any portion of a state road, any shelter and appurtenances thereto, authorized by this rule, shall be immediately removed from the right of way or shall be reset or relocated thereon as required by the Department, at the expense of the shelter owner. In the event the relocation of said shelters is scheduled to be done simultaneously with the Department's construction work, the shelter owner shall coordinate with the Department before proceeding. The shelter owner shall cooperate with the Department's contractor to arrange the sequence of work so as not to delay the work of the Department's contractor and shall defend any legal claims of the Department's contractor due to delays caused by the shelter owner's failure to comply with the approved schedule. The shelter owner shall not be responsible for delays for reasons beyond the shelter owner's reasonable control.

Specific Authority 334.044(2), 337.408(6) FS. Law Implemented 334.044(13), 335.02(1), 337.408 FS. History—New 12-11-79, Amended 6-24-81, Formerly 14-20.03, Amended 12-26-90, 5-15-97, 7-16-98, 5-25-08.

14-20.0032 Placement of Benches.

The Department allows placement and maintenance of benches on the right of way of a state highway pursuant to written approval by the appropriate city or county government within whose jurisdiction the bench is to be located. All bus benches shall be subject to the following:

(1) Benches placed on the right of way shall not exceed 74 inches in length, 28 inches in depth, and 44 inches in height.

(2) Any bench placed on any part of a sidewalk shall leave at least three feet clearance for pedestrian traffic between the bench and the nearest edge of the road.

(3) Benches shall not be placed in the median of any divided highway or on limited access facilities.

(4) Unless otherwise herein provided, benches shall be placed only at recognized transit stops. However, only the minimum number of benches necessary to accommodate the comfort and convenience of the general public shall be erected or maintained.

(5) If the Department finds any bench in violation of any portion of this rule, except those determined to be a safety hazard, the Department shall provide written notice of the violation to the owner of the bench, or the appropriate city or county government, who shall correct the violation or remove the bench within 30 days after receipt of the notice. If the Department finds any bench to be a safety hazard, the Department will provide notice to the owner of the bench, or the appropriate city or county government, who shall take immediate steps to make the bench safe or remove the bench. If the condition or location of a bench is not corrected in accordance with the Department's notice, the Department will cause the bench to be moved or removed and seek the cost of removal.

(6) Commercial advertising shall be displayed upon a bench only on either the front or rear surface of the backrest area.

(7) Advertising displayed on a bench shall not be greater than 72 inches in length nor greater than 24 inches in height, and no advertising displayed upon a bench shall be of a reflectorized material.

(8) The bench location must meet the set back and minimum clear recovery zone requirements established in the Department's Design Standards Index Number 700, incorporated herein by reference. Copies of Index Number 700 are available at: www.dot.state.fl.us/rddesign/designstandards/standards.htm.

(9) Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration, or relocation of all, or any portion of a state road, any bench and appurtenances thereto, authorized by this rule, shall be immediately removed from said state road right of way or shall be reset or relocated thereon as required by the Department, at the expense of the bench owner. In the event the relocation of said benches is scheduled to be done simultaneously with the Department's construction

work, the bench owner shall coordinate with the Department before proceeding. The bench owner shall cooperate with the Department's contractor to arrange the sequence of work so as not to delay the work of the Department's contractor and shall defend any legal claims of the Department's contractor due to delays caused by the bench owner's failure to comply with the approved schedule. The bench owner shall not be responsible for delays for reasons beyond the bench owner's reasonable control.

Specific Authority 334.044(2), 337.408(4) FS. Law Implemented 334.044(13), 335.02(1), 337.408 FS. History--New 12-26-90, Amended 8-11-92, 5-15-97, 7-16-98, 5-25-08.

14-20.0033 Competitive Public Bidding of Advertising.

Specific Authority 334.044(2) FS. Law Implemented 337.407, 337.408, 479.04 FS. History--New 12-26-90, Repealed 5-25-08.

14-20.004 Public Transit Bus Stops.

- (1) The operator of a transit bus system may designate a "Bus Stop" within the boundaries of the right of way of a state road.
- (2) The location of a transit bus stop site on a state road right of way is dictated by the needs of the riding public and the route availability of the public transit system.
- (3) The site selection and establishment of a transit bus stop shall provide the maximum safety to the users of the public transit system and vehicular and pedestrian traffic. If a transit bus stop is located at a site deemed to be unsafe by the Department, modification or removal shall be required by the Department and shall be at the expense of the transit bus system.
- (4) The operator of a transit bus system shall indicate or mark the bus stop in accordance with the Manual on Uniform Traffic Control Devices, incorporated by reference under Rule 14-15.010, F.A.C.
- (5) Transit bus stops are prohibited in medians.
- (6) Signs shall not be installed where such signing interferes with the functions or visibility of existing traffic control devices.
- (7) Transit bus stop signs may be attached to an existing sign support provided that there is no more than one other supplementary sign already in place.
- (8) Transit bus stop signs shall be attached to supports meeting the location, height, and lateral placement requirements established in the Department's Design Standards, Index Number 17302, incorporated herein by reference. Copies of Index Number 17302 are available at: www.dot.state.fl.us/rddesign/designstandards/standards.htm.

Specific Authority 334.044(2) FS. Law Implemented 334.044(13), 335.02(1), 337.408 FS. History--New 10-6-82, Formerly 14-20.04, Amended 12-26-90, 5-15-97, 5-25-08.

14-20.010 General Use Permit.

- (1) Purpose. This rule is adopted to authorize use of and to control the right of way on the State Highway System, for purposes not addressed by other rules of the Department, a lease agreement of state owned property entered into pursuant to Section 337.25(5), F.S., or other agreements.
- (2) Definitions. All terms in this rule shall have the same meaning as defined in Section 334.03, F.S. Additionally, the following terms are defined as:
 - (a) "Applicant" means the person or entity requesting a General Use Permit.
 - (b) "Department" means the Florida Department of Transportation.
 - (c) "General Use Permit" means a temporary use of the right of way of the State Highway System authorized by the Department and not prohibited by, nor authorized and regulated by other local, state, or federal laws, rules, or regulations. General use permits do not authorize possessory, exclusive, or permanent use of the right of way. General use permits shall not create contractual rights on behalf of an applicant or permittee. General use permits are revokable at any time by the Department.
 - (d) "Governmental Entry" means as defined in Section 11.45, F.S.
 - (e) "Modification" means relocation or alteration or cessation of a permitted general use.
- (3) Prior to filing an application, all applicants can request a pre-application meeting to review the proposed general use with Department permits personnel. This review will be performed by the Department without a fee. The pre-application meeting is advisory only.
- (4) General Criteria.

(a) A complete application shall consist of a General Use Permit Application, Form 850-040-05, Rev. 05/08, completed by the applicant, with original signatures, and any site plans, drawings, or other information required by this rule. Form 850-040-05, Rev. 05/08, is hereby incorporated by reference and made a part of this rule. The form is available from any local Area Operations Center/Maintenance Office, District Maintenance Office, Turnpike Office or Department website: www.dot.state.fl.us/proceduraldocuments. No use will be permitted which interferes with safety, operation, aesthetics, and maintenance of the State Highway System, utilities, or right of way.

(b) If the applicant desires to have a representative sign and submit the application, a notarized letter of authorization from the applicant designating the authorized representative shall be submitted with the application.

(c) If the applicant is an entity, the applicant shall furnish the name, title, address, telephone number, and other contact information if any, of the responsible officer or authorized agent.

(d) The application shall identify the location of the proposed activity, including the county, state road, section, and mile post numbers, and the location and type of existing utilities.

(e) The applicant shall provide a complete and detailed description of the proposed use and duration to be permitted.

(f) The applicant shall include all approvals and permits which are required by other governmental entities for the proposed use.

(g) An incomplete application will not be processed or considered for issuance of a general use permit. An application is incomplete until all completed forms and required information have been provided to the Department.

(5) Examples of situations where general use permits shall not be issued are the following:

(a) Permanent construction in the right of way.

(b) Traffic control devices or features.

(c) Permanent signs.

(d) Landscaping.

(e) Utilities.

(f) Parades or other events requiring temporary road closure.

(g) Bus benches or shelters, modular news racks, or waste receptacles.

(h) Connections to the State Highway System.

(i) Overhanging encroachments.

(j) Drainage connections.

(6) The issuance of a general use permit shall not restrict the Department's right to take immediate action authorized under Section 120.60(6), F.S.

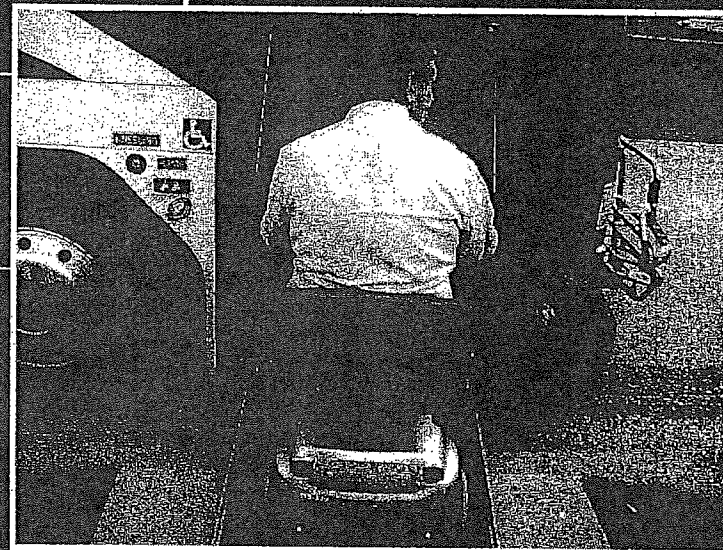
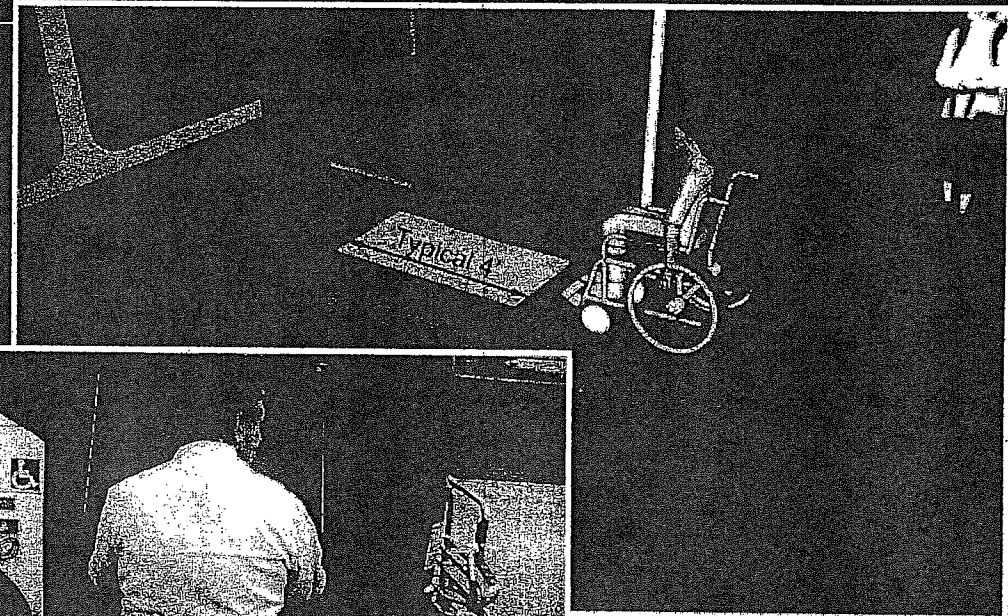
Specific Authority 334.044(2), 337.405, 337.406 FS. Law Implemented 334.03, 334.044(13), (28), 334.187, 335.02(1), 337.405, 337.406 FS. History-New 5-25-08.

**ATTACHMENT D
ADA AND FDOT MEASUREMENTS FOR
BOARDING AND ALIGHTING AREAS
TO EXHIBIT A, SCOPE OF WORK/SERVICES
Contract No. 11-053R/SC**

(consisting of 7 pages)

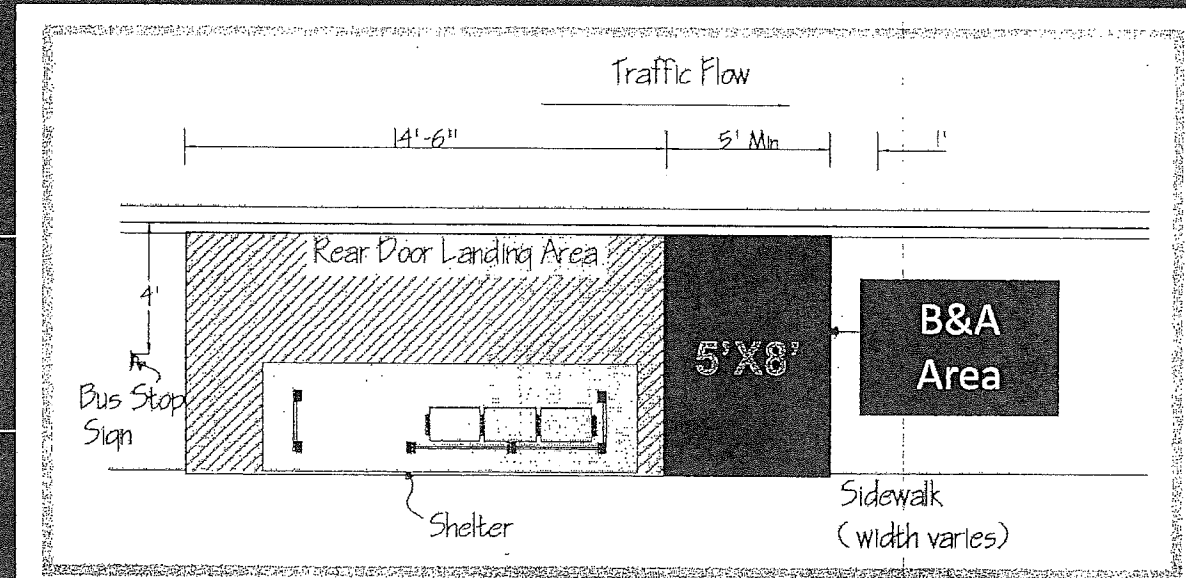
Boarding & Alighting Areas

- At a minimum



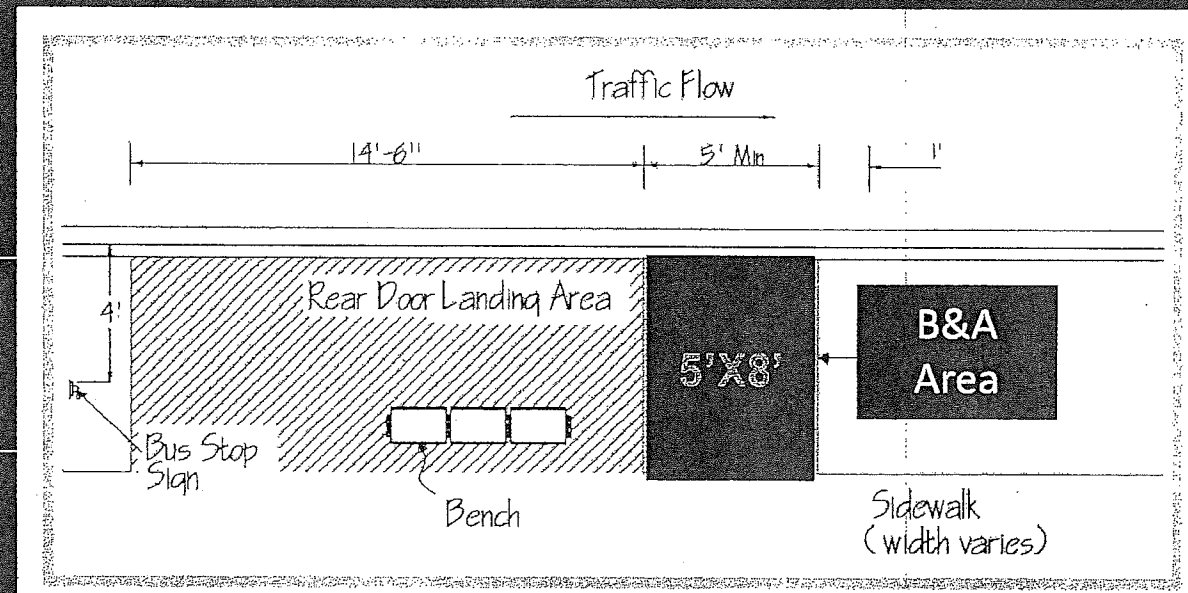
Boarding & Alighting Areas

- Design with bench & shelter



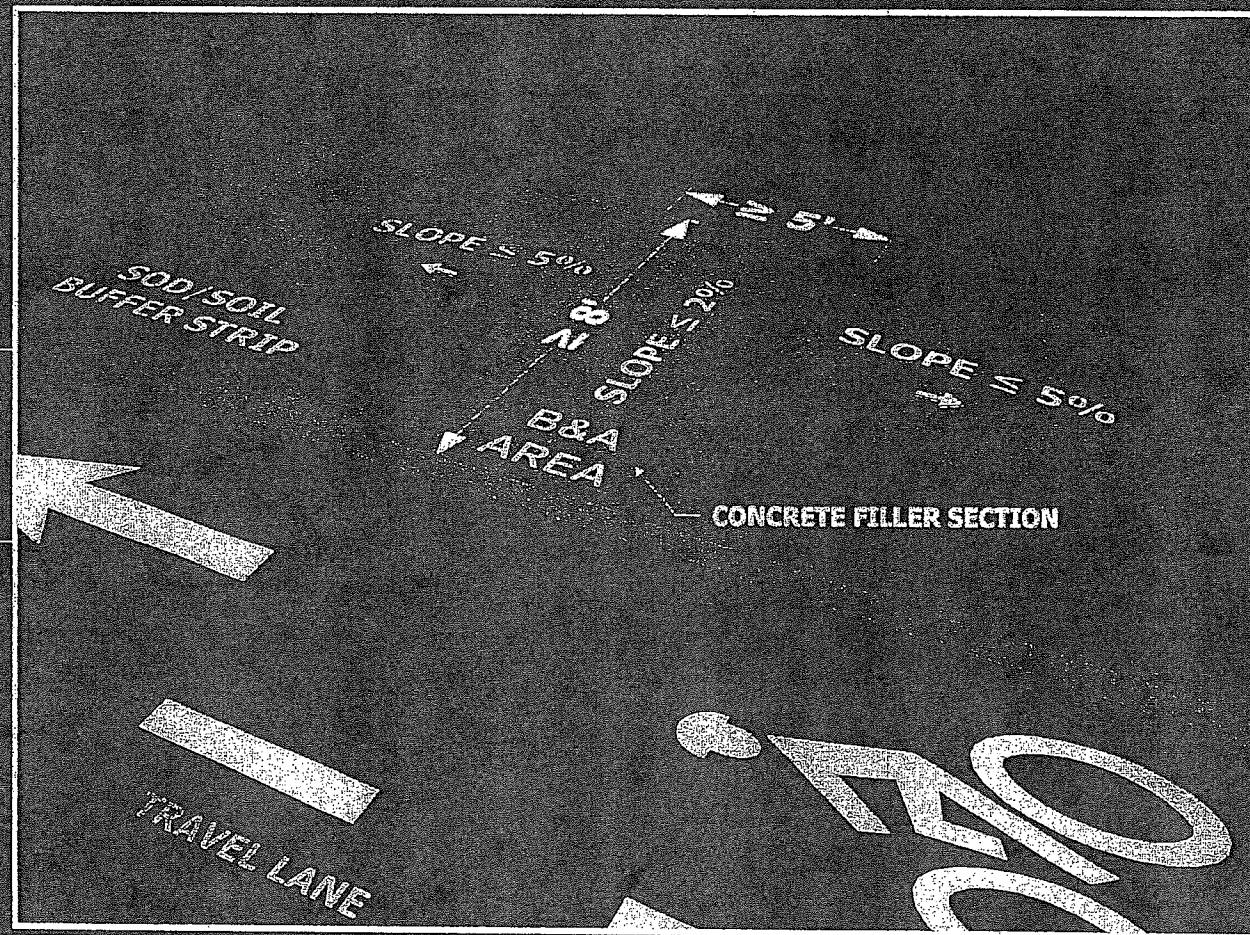
Boarding & Alighting Areas

- Bench only



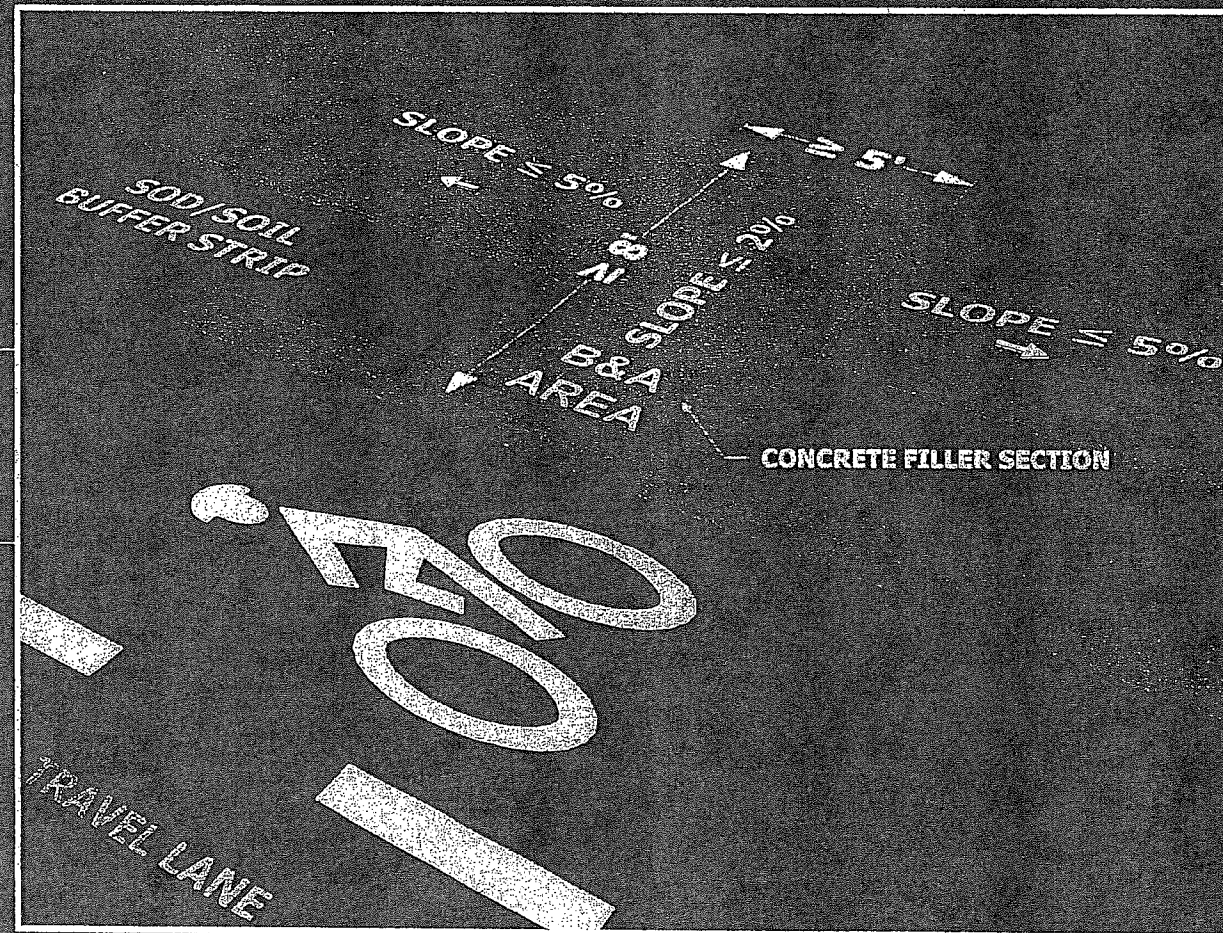
Boarding & Alighting Areas

- Suburban/no shelter



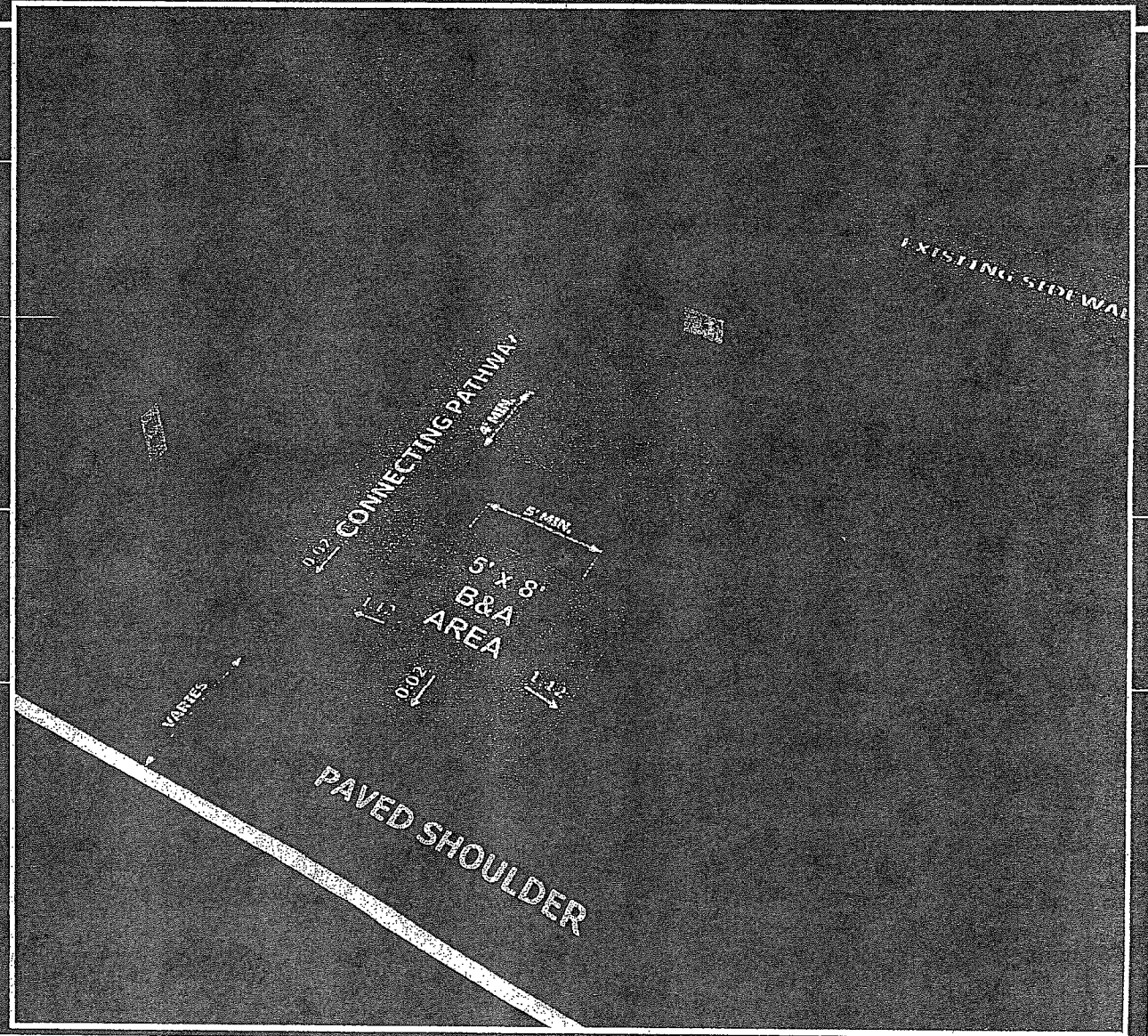
Boarding & Alighting Areas

- Suburban/no shelter



Boarding & Alighting Areas

- Typical suburban



Boarding & Alighting Areas

- Rural no curb

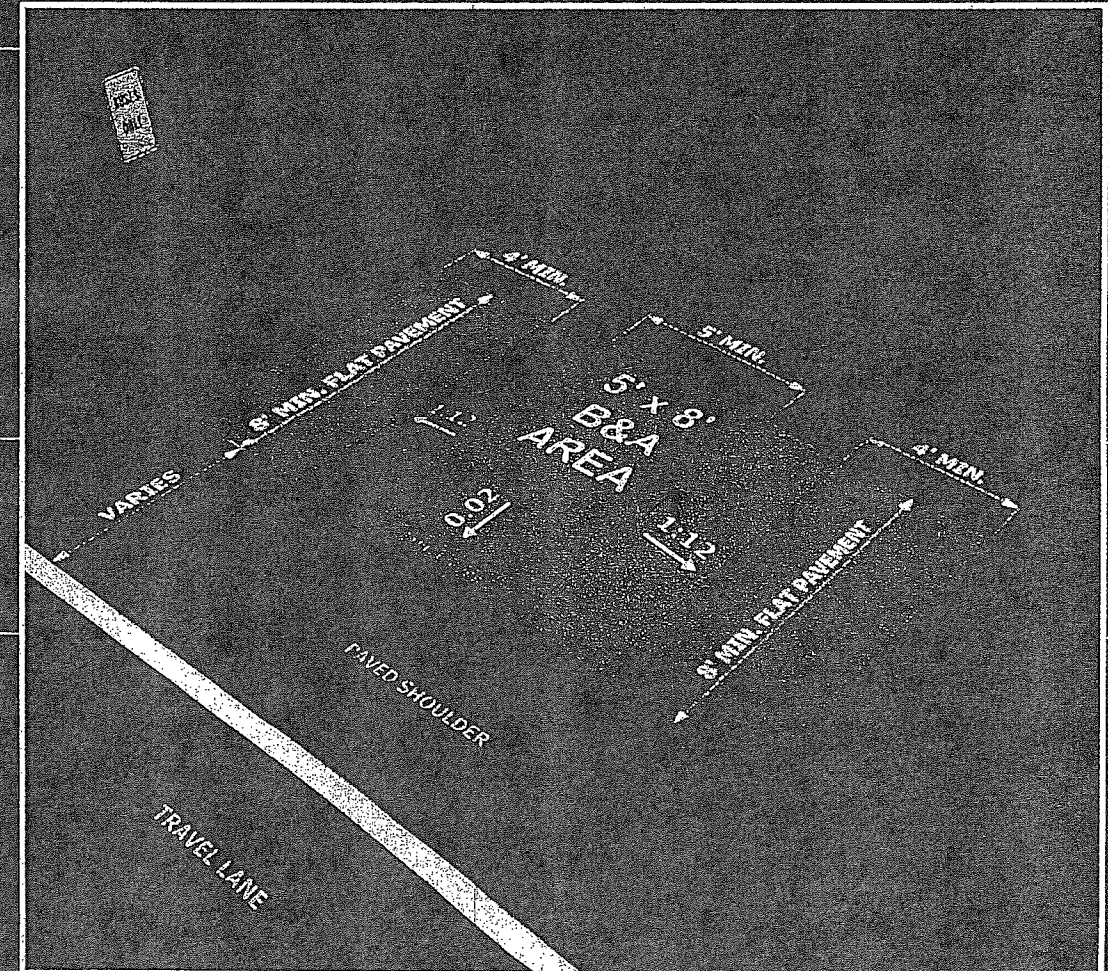
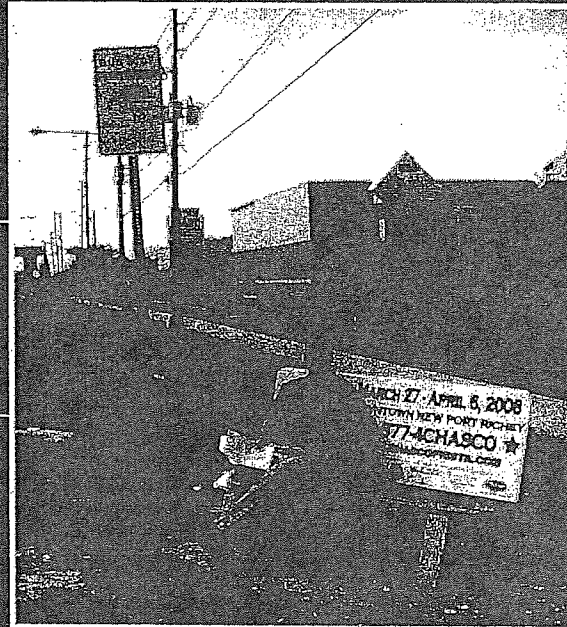


EXHIBIT B
CONTRACTOR'S PROPOSAL dated September 6, 2011
AS AMENDED BY CONTRACTOR'S
LETTER dated October 13, 2011
Contract No. 11-053R/SC

EXHIBIT B
CONTRACTOR'S PROPOSAL dated September 6, 2011
AS AMENDED BY CONTRACTOR'S
LETTER dated October 13, 2011
Contract No. 11-053R/SC

EXHIBIT C
CONTRACT NO. 11-053R/SC
REVENUE GUARANTEE BOND

BY THIS BOND, WE, _____, authorized to do business in the State of Florida,
as _____ Principal _____ and _____ a
_____ corporation, _____ as _____ Surety, _____ whose _____ address _____ is
_____ are bound to the
Palm Beach County Board of County Commissioners, (hereinafter called "County"), in the sum
of _____ (\$_____), for payment
of which we bind ourselves, our heirs, personal representatives, successors, and assigns jointly
and severally. Surety's payment obligation will initially be for one (1) year, expiring on
_____, but shall thereafter be automatically renewed for the duration of the Contract,
plus an additional six (6) months. (Surety obligations shall be automatically renewed and
continued so as to secure and guarantee payment of the annual minimum guaranteed revenue
amount due for the then current year of the Contract, until the last year of the Contract at which
time the term of the bond shall be for eighteen (18) months.)

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the guarantee of payment of revenues to County as described in the Contract;
and
2. Promptly make payments to the County in accordance with the Contract.

Then, this bond is void; otherwise it remains in full force.

Whenever Principal shall be, and declared by County to be in default under the Contract, the
County having performed its obligation to notify Principal of the default, the Surety shall
promptly remedy the default by making payment to County in accordance with the Contract.

Any changes in or under the Contract documents and compliance or noncompliance with any
formalities connected with the Contract or the changes shall not affect Surety's obligation under
this bond. The Principal shall be responsible for notification to Surety of all changes to the
Contract.

(Remainder of Page Intentionally Left Blank)

Dated on _____, 20__.

PRINCIPAL:

By: _____
(Signature) Seal

Attestation to Signature of Principal

Title

Print or Type Name

Address: _____

SURETY:

By: _____
(Signature) Seal

Attestation to Signature of Principal

Title

Print or Type Name

Address: _____

Date of Bond must be on or prior to the date of Contract. Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during contraction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.



CERTIFICATE OF LIABILITY INSURANCE

CREAOUT OP ID: HP
DATE (MM/DD/YYYY)
04/10/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Global Insurance Services, Inc 21301 Powerline Road #211 Boca Raton, FL 33433 Eric Klein	561-487-6001 561-451-9825	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: American States Insurance INSURER B: Twin City Fire INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No.): NAIC # 19704
INSURED Creative Outdoor Advertising of America Inc Liz Gayford 1930 Commerce Lane Jupiter, FL 33458			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	01CI5131601	08/30/11	08/30/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		01CI55815610	01/12/12	01/12/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X 21WECAE1936	01/09/12	01/09/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Palm Beach County is named as additional insured with respect to the General Liability per attached CG7635 02/07. Waiver of Subrogation in favor of Palm Beach County per attached WC000313.

CERTIFICATE HOLDER

CANCELLATION

PALMBEA Palm Beach County 50 S Military Trail, Ste 110 West Palm Beach, FL 33415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 21 WEC AE1936

Endorsement Number: 03

Effective Date: 03/30/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: CREATIVE OUTDOOR ADVERTISING OF
AMERICA, INC
1930 COMMERCE LN
JUPITER, FL 33458

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

CITY OF LAS VEGAS, ITS
OFFICERS, EMPLOYEES AND AGENTS
C/O ITS
PO BOX 21919
LONG BEACH, CA 90801

THE MAYOR & COUNCIL OF
ROCKVILLE CITY HALL
111 MARYLAND AVE
ROCKVILLE, MD 20850
PALM BEACH COUNTY
50 SO MILITARY TRAIL STE 110
WEST PALM BEACH, FL 33415

PALM BEACH COUNTY

Countersigned by

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: 04/09/12

Policy Expiration Date: 01/09/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ADDITIONAL INSURED — BY WRITTEN
CONTRACT, AGREEMENT OR PERMIT, OR
SCHEDULE

The following paragraph is added to WHO IS AN
INSURED (Section II):

4. Any person or organization shown in the Sched-
ule or for whom you are required by written con-
tract, agreement or permit to provide insurance
is an insured, subject to the following additional
provisions:

a. The contract, agreement or permit must be
in effect during the policy period shown in
the Declarations, and must have been exe-
cuted prior to the "bodily injury", "property
damage", or "personal and advertising
injury".

b. The person or organization added as an in-
sured by this endorsement is an insured only
to the extent you are held liable due to:

- (1) The ownership, maintenance or use of
that part of premises you own, rent,

lease or occupy, subject to the following
additional provisions:

(a) This insurance does not apply to
any "occurrence" which takes place
after you cease to be a tenant in
any premises leased to or rented to
you;

(b) This insurance does not apply to
any structural alterations, new con-
struction or demolition operations
performed by or on behalf of the
person or organization added as an
insured;

(2) Your ongoing operations for that in-
sured, whether the work is performed
by you or for you;

(3) The maintenance, operation or use by
you of equipment leased to you by such
person or organization, subject to the
following additional provisions:

(a) This insurance does not apply to
any "occurrence" which takes place
after the equipment lease expires;

Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services, 2001

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSURED — HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

RECEIVED
FEB 11 1977
FBI - NEW YORK



BFL CANADA Risk and Insurance Services Inc.
181 University Avenue, Suite 1605
Toronto, Ontario M5H 3M7
Tel.: (416) 599-5530
1-800-868-5801
Fax: (416) 599-5458

Certificate of Insurance

Nº: 2011 US - 41

This is to certify to: **Palm Beach County**
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

Name of Insured: **CREATIVE OUTDOOR ADVERTISING OF AMERICA INC. / THE BENCH PRESS LTD.**
Address: **c/o 1930 Commerce Lane, Suite 1, Jupiter, FL 33458**
Description of operations and/or activities and/or locations to which this certificate applies:

All operations usual to the business of the Named Insured

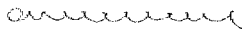
Type	Insurer	Policy Nº	Policy Term (mm/dd/yyyy)	Limits – Amounts of Insurance
Commercial General Liability	As effected with Certain Lloyds Underwriters under Contract No. 10CPBA314B	10JL0032	08/17/2011 to 08/17/2012	\$2,000,000 Commercial General Liability including Bodily Injury & Property Damage \$2,000,000 Non-Owned Automobile \$2,000,000 Aggregate Limit – Products & Completed Operations Deductible: \$10,000 Each Occurrence Includes Cross Liability and Contractual Liability as per policy provisions
Commercial Automobile Liability	Intact Insurance Company	7M0538903	12/11/2011 to 08/17/2012	\$ 5,000,000 Third Party Liability Deductibles: \$ 2,500 All Perils – Trailers and Light Commercial \$ 2,000 All Perils – Private Passenger vehicles
Umbrella Liability	GCAN Insurance	9133824	08/17/2011 to 08/17/2012	\$5,000,000 Umbrella Liability in excess of underlying primary General Liability
Excess Liability	Certain Lloyds underwriters under contract 10CPBA314B	10JL0033	08/17/2011 to 08/17/2012	\$ 8,000,000 Follow form excess of underlying \$ 5,000,000 Umbrella Liability (GCAN Policy 9133824)

Additional Information: It is hereby noted and agreed that Palm Beach County is added as Additional Insured under the Commercial General Liability policy, but only with respect to the liability arising out of the operations of the named Insured.

This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.
Should one of the above-noted policies be cancelled before the expiry date shown, notice of cancellation will be delivered in accordance with the policy provisions.
This certificate is subject to all the limitations, exclusions and conditions of the above-listed policy(ies) as they now exist or may hereafter be endorsed.
Please note that the limits shown above may have been eroded by Claims or Expenses paid under this policy.

BFL CANADA Risk and Insurance Services Inc.

Signed in Toronto on March 30, 2012

per: 
Authorized Representative



May 11, 2012

Palm Beach County
50 Military Trail, Suite 110
West Palm Beach, Fl. 33415
U.S.A.
Attn: Kathleen Scarlett, Director of Purchasing

Re: Irrevocable Standby Letter of Credit No. 97478/80085

Gentlemen:

At the request of The Bench Press Ltd. on behalf of Creative Outdoor Advertising of America, Inc., 1930 Commerce Lane, Suite 1, Jupiter, Fl. 33458, U.S.A., we enclose above-mentioned Standby Letter of Credit issued in your favor.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Sandra Edwards', written over a horizontal line.

Sandra Edwards
Manager
Standby Letter of Credit Department
Tel: 212-225-5424
Fax: 212-225-6464/5499



THE BANK OF NOVA SCOTIA
New York Agency

One Liberty Plaza, New York, N.Y. 10006

Date of Issue: May 11, 2012
Irrevocable Standby Letter of Credit No. 97478/80085
Amount: Not Exceeding USD18,975.00
Date of Expiry: May 9, 2013
Place of Expiry: At the counters of LC issuance bank

Beneficiary:
Palm Beach County
50 Military Trail, Suite 110
West Palm Beach, Fl. 33415
U.S.A.
Attn: Kathleen Scarlett, Director of Purchasing

Applicant:
The Bench Press Ltd. on behalf of
Creative Outdoor Advertising of America, Inc.
1930 Commerce Lane, Suite 1
Jupiter, Fl. 33458
U.S.A.

Dear Sirs(s):

We hereby authorize you to draw on The Bank of Nova Scotia, New York Agency, One Liberty Plaza, New York, New York 10006, U.S.A., for account of The Bench Press Ltd. on behalf of Creative Outdoor Advertising of America, Inc. up to an aggregate amount of USD18,975.00 (United States Dollars Eighteen Thousand Nine Hundred Seventy Five Only), available by your drafts at sight, indicating L/C number and date, accompanied by:

- Your signed statement certifying that the amount drawn under this Credit is due and payable to you by The Bench Press Ltd. on behalf of Creative Outdoor Advertising of America, Inc. that you have requested payment of the said amount from The Bench Press Ltd. on behalf of Creative Outdoor Advertising of America, Inc. and have not received payment, and also specify the reason of applicant's default.
- The original of this Credit.

Handwritten signature and date:
JUL 13.99
W. J. [unclear]
[unclear]



This page 2 forms an integral part of the Irrevocable Standby Letter of Credit No. 97478/80085

This Credit is issued in connection with / to cover performance obligations including stop bench construction, installation, maintenance and advertising services to Palm Tran under contract No. 11-053R/SC.

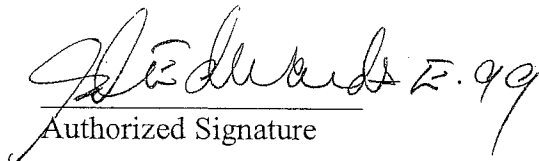
It is a condition of this Standby Letter of Credit that it is deemed to be automatically extended without amendment for one year from the date of expiry hereof or any future expiration date unless at least 30 (thirty) days prior to any expiration date we notify you in writing by registered mail or courier that we elect not to consider this Standby Letter of Credit renewed for any such additional period.

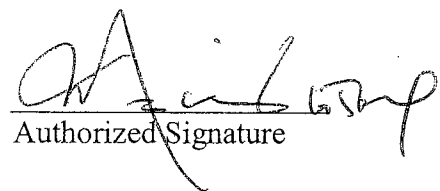
Partial drawings are permitted.

We hereby engage with you that drafts drawn in conformity with the terms of this Credit will be duly honoured if presented to us on or before the expiry date.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP600").

Yours truly,


Authorized Signature


Authorized Signature