

**AMENDMENT NO. 4 TO THE AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA**

AND

**LIMOUSINES OF SOUTH FLORIDA, INC.
CONTRACT NO. ITB 2014-154-SR, DATED MAY 8, 2014
FOR THE TURNKEY TROLLEY OPERATIONS AND MAINTENANCE SERVICES
(AGREEMENT)**

This Amendment No. 4 to the Agreement is made and entered into this _____ day of _____, 2016, (Effective Date) by and between the City of Miami Beach, Florida (CITY), and Limousines of South Florida, Inc. (CONTRACTOR), and hereby amends the Agreement as follows:

WHEREAS, on April 30, 2014, the City Commission approved the award of Invitation to Bid (ITB) No. 2014-154-SR for Turnkey Trolley Operations and Maintenance Services to Limousines of South Florida, Inc. (LSF or CONTRACTOR), and following the approval of the ITB, an Agreement between the City and LSF was executed on May 8, 2014; and

WHEREAS, this ITB allowed for the operation of the existing North Beach Trolley service and included provisions for the addition of routes at the CITY's sole discretion and subsequent re-negotiation of hourly rates if change in Service increased or decreased by more than 20%; and

WHEREAS, on July 30, 2014, the Mayor and City Commission adopted Resolution No. 2014-28708, authorizing the City to execute Amendment No. 1 to the Agreement, which increased the scope of the Agreement to include optional equipment, as well as additional automated stop announcement equipment, with the capability of displaying public advertisements; and

WHEREAS, on March 18, 2015, the Mayor and City Commission adopted Resolution No. 2015-28967, approving and authorizing Amendment No. 2 to the Agreement, incorporating an enhanced Scope of Services to the Agreement in order to accommodate additional transportation expenses needed for the CITY's Centennial celebration, increasing the cost of the Agreement for said enhanced Scope of Services during the 2014-2015 fiscal year, solely; and

WHEREAS, on October 21, 2015, the Mayor and City Commission adopted Resolution No. 2015-29194, waiving, by 5/7th vote, the competitive bidding requirement and approving Amendment No. 3 to the Agreement; said amendment providing for (1) the addition of the operation and maintenance services for two new routes in Middle Beach (the Middle Beach Loop and the Collins Link); (2) the addition of fourteen (14) new modified/kneeling high-floor/rear end wheel chair lift trolley vehicles (modified high-floor trolley vehicles) for the operation of the North Beach and Middle Beach routes, in an amount not to exceed \$6,700,000 annually; (3) a negotiated new hourly rate commensurate with the cost of said modified high-floor trolley vehicles and the additional services for the new Middle Beach routes; (4) the early exercise of the two (2) renewal options, extending the agreement to May 7, 2021; (5) in addition to the term provided in the previous subsection (4), further extending the term, as to each route, to include a full sixty (60) month term, commencing as of the roll-out date of all the modified high-floor

trolley vehicles for each respective route; and (6) and authorizing the City Manager to approve the purchase of additional optional equipment for the modified high-floor trolley vehicles; and

WHEREAS, the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall be collectively referred to as the "Agreement"; and

WHEREAS, at the July 13, 2016 City Commission meeting, the state of the trolley vehicles for the City's routes was discussed and the City Commission directed the Administration to pursue the option of waiving the competitive bidding requirement with respect to the South Beach route, and the approval of Amendment No. 4 to the current Agreement for the purchase of low-floor trolley vehicles, based upon the negotiated hourly rate of \$77.35; and

WHEREAS, on July 20, 2016, the Mayor and City Commission accepted the recommendation of the City Manager and waived, by 5/7th vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City, and approved Amendment No. 4 to the Agreement in substantial form, increasing the scope of the Agreement to include the following: (1) the addition of one (1) bi-directional route in South Beach for a term of sixty (60) months, commencing as of the roll-out date for the low-floor trolley vehicles; (2) the addition of twelve (12) new low-floor trolley vehicles for use in all City trolley routes; (3) a negotiated new hourly rate for the low-floor trolley vehicles and additional associated services; and (4) increasing the annual cost of the Agreement, from a not to exceed cost of \$6,700,000 to a not to exceed cost of \$12,000,000; authorized the City Manager to approve the purchase of additional optional equipment for the low-floor trolley vehicles, as may be needed in the Administration's discretion, subject to funding availability; authorized the City Manager to terminate the existing Interlocal Agreement, in connection with the negotiation of a new Interlocal Agreement with Miami-Dade County, in connection with the South Beach route; and further authorized the Mayor and City Clerk to execute the final negotiated Interlocal Agreement and the Amendment.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the CITY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Section 3 of Article 1 of the Agreement, entitled "TERM", is hereby deleted in its entirety and replaced with the following:

TERM: This Agreement shall have a staggered term (the Term) of five (5) years, with each of the Trolley Service Areas (as defined in Section 3 of Exhibit A) having a five (5) year Term, commencing as of the Roll-Out Date of the Middle Beach Loop, Collins Link South Beach route (Roll-Out-Date) or North Beach Loop Commencement Date, as applicable, (as defined in Section 3 of Exhibit A). CONTRACTOR shall provide the City Manager with written notice, thirty days in advance of the Roll-Out Date or North Beach Loop Commencement Date. Notwithstanding the foregoing, the North Beach Loop shall continue to operate with the high-floor trolley vehicles from the Effective Date of this Amendment No. 4 until the New North Beach Loop Commencement Date (Interim North Beach Term).

3. Section 4 of Article 1 of the Agreement, entitled "FEES", is hereby deleted in its entirety and amended as follows:

4. FEES: As consideration to CONTRACTOR for providing the Services under this Agreement, CITY shall compensate CONTRACTOR on a monthly basis, based upon the following fixed hourly rate (the Fee):

<p><u>Hourly Rate during Interim North Beach Term.</u> Turnkey trolley services on a per trolley, per service hour basis to include all vehicles, equipment, fuel, maintenance, operations, licensing, insurances, and any other incidental items or fees required for a fully functioning trolley service for the North Beach Loop during the Interim North Beach Term, based upon four (4) high-floor trolley vehicles, plus one (1) spare trolley vehicle, operating 16 hours per day, seven (7) days per week, 365 days per year.</p>	<p><u>\$66.91</u></p>
<p><u>Hourly Rate for High-Floor and Modified High-Floor Trolley Vehicles.</u> Turnkey trolley services on a per trolley, per service hour basis, to include all vehicles, equipment, fuel, maintenance, operations, licensing, insurances, and any other incidental items or fees required for a fully functioning trolley service for the North Beach Loop, Middle Beach Loop and Collins Link, based upon the Roll-Out Date of fifteen (15) trolley vehicles (fourteen (14) new modified high-floor trolley vehicles and one (1) high-floor trolley vehicle), operating during the hours of operation, set forth in Section 3(b)(5) in Exhibit A (Scope of Services (The Services)) seven (7) days per week, 365 days per year, plus four (4) spare high-floor trolley vehicles.</p>	<p><u>\$65.81</u></p>
<p><u>Hourly Rate for Operation of Low-Floor Trolley Vehicles:</u> Turnkey trolley services, on a per trolley, per service hour basis, to include all vehicles, equipment, fuel, maintenance, operations, licensing, insurances, and any other incidental items or fees required for a fully functioning trolley service for the Trolley Service Areas, effective as of the Roll-Out Date for the South Beach route, based upon ten (10) low-floor trolley vehicles operating during the hours of operation, set forth in Section 3(b)(5) in Exhibit A (Scope of Services (The Services)), seven (7) days per week, 365 days per year, plus two (2) spare low-floor trolley vehicles.</p>	<p><u>\$77.35</u></p>

As referred to herein, high-floor trolley vehicles, modified high-floor trolley vehicles and low-floor trolley vehicles may be collectively referred to as "trolley vehicle(s)", "System vehicles" or "vehicles"; and the modified high-floor trolley vehicles and low-floor trolley vehicles may be collectively referred to as the "new trolley vehicles".

Service hour (service hour(s)) as referred to herein is defined as the measure of scheduled hours of service available to the public for transport on the routes, equivalent

to one transit vehicle traveling in one hour in revenue service, excluding deadhead hours, or idle times greater than 15 minutes, which is determined, at the CITY's discretion, to be without a reasonable justification.

CONTRACTOR shall retain ownership of the trolley vehicles in the City's fleet at end of the Term, except in the event of an early termination for convenience by the CITY, as described in Section 13 of Article I of the Agreement, entitled "TERMINATION FOR CONVENIENCE", in which case the CITY would retain ownership of said trolley vehicles.

The CITY reserves the right to modify the service level above or below that specified in this Agreement. If the proposed increase or decrease in the service is greater than 20% of the original contracted services, based on service hours, then the price shall be negotiated with the CONTRACTOR.

CONTRACTOR's Fee shall be inclusive of any and all costs incurred by CONTRACTOR in order to perform the Services under the Agreement in a first-class and timely manner (including but not limited to Ambassador Style Customer Service to riders, maintaining interior and exterior of vehicles in pristine condition, and maintaining headways as specified under attached Exhibits A through C.

In the event that CONTRACTOR's expenses and/or costs exceed the agreed upon Fee, CONTRACTOR shall pay any such excess from its own funds. The CITY shall not be required to pay any amount that exceeds the Fee, and CONTRACTOR shall have no claim against the CITY on account thereof.

4. Exhibit A to the Agreement, entitled "Scope of Services (THE SERVICES)", is hereby deleted in its entirety and replaced with the attached Exhibit A.
5. Exhibit C to the Agreement, entitled "PERFORMANCE PENALTIES", is hereby deleted in its entirety and replaced with the attached Exhibit C.
6. The Agreement is hereby amended to include the attached composite Table 3, entitled "Equipment and Services Specifications", with respect to the new low-floor trolley vehicles.
7. The Agreement is hereby amended to include Figure 2, attached hereto, describing the South Beach route.
8. Section 7(a) of Article 1 of the Agreement, entitled "Payment and Performance Bond", is hereby amended as follows:
 - a. Prior to execution of this Agreement, CONTRACTOR shall submit to the CITY (and therefore maintain and keep in full force and effect throughout the period of time provided in Section 7. hereof) the required ~~Surety-Performance and Payment~~ Bond (the Bond), as further set forth in Section 8 hereof. The Bond amount shall be equal in volume to the total contract amount. As such, as of the Roll-Out Date of the Middle Beach Loop, Collins Link South Beach route (Roll-Out-Date) or North Beach Loop Commencement Date, as applicable, for each of the Trolley Service Areas, the Bond amount shall be increased to the yearly

amount of the Agreement and will be increased or reduced if the Services under the Agreement, based on service hours, is adjusted by twenty percent (20%) or more.

9. Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

City Clerk
Rafael E. Granado

Mayor
Philip Levine

Date

FOR CONTRACTOR:

LIMOUSINES OF SOUTH FLORIDA, INC.

ATTEST:

By:

Secretary

President

Print Name

Print Name

Date

EXHIBIT A

SCOPE OF SERVICES (THE SERVICES)

1. **SERVICES TO BE PROVIDED.** The CITY wishes to implement a municipal fixed-route, fixed-schedule, public Transit service that is responsive to the needs of the employees, visitors, and residents of Miami Beach, meet(s) all applicable local, state and federal laws and regulations, and that complies with all safety, mechanical, and vehicular standards mandated by Miami-Dade County (MDC) Passenger Transportation Regulatory Division (PTRD) and any other applicable regulatory agencies.

The CONTRACTOR shall coordinate, manage, and control all applicable program activities which shall include providing vehicles, drivers, and all personnel, as necessary, supervise all elements of on-street operations, and develop administrative procedures and financial records necessary for the operation of the System (as defined in Section 3(c) herein), to be reviewed and approved by the CITY.

The CONTRACTOR will obtain and provide all required state and local vehicle permits (including, without limitation, the passenger motor carrier licenses "PMC"), vehicle registrations, and license plates. The CONTRACTOR must also have all applicable state and local business licenses or procure same prior to the start of service. The CITY reserves the right to ask the CONTRACTOR for proof of licenses at any time in order to ascertain compliance.

The CONTRACTOR shall bear all operating expenses incidental to the use and operation of the System vehicles (including, without limitation, the trolleys, fuel, permits, required interior and exterior signage for vehicles, driver's uniforms branded with CITY logo, map frames and hold-four brochure holders equal to the ones used by Miami Dade Transit buses). All System vehicles shall be operated and maintained to comply with all local, state, and federal regulations.

The CITY reserves the right, at any time and as many times, during service hours, to audit CONTRACTOR's records and inspect, examine, test, or monitor CONTRACTOR'S equipment (including, without limitation, the trolley vehicles) or facilities used in the Project or in connection with the performance of the Services. CONTRACTOR agrees that its equipment and facilities may be inspected, examined, tested, or monitored by the CITY or its authorized representatives, or by any Federal, State, or local officer or agency having responsibilities for inspections of the Project or the Services. CONTRACTOR hereby waives all claims against the CITY for compensation for loss or damage sustained by reason of any interference (which interference, if by the CITY, must be reasonable) with its operations by any public agency or official in enforcing their duties or any Applicable Laws. Any such interference (which interference, if by the CITY, must be reasonable) shall not relieve CONTRACTOR from any obligation from this Agreement.

The CONTRACTOR shall be responsible for the performance, acts, and/or omissions of its employees, subcontractors, and/or agents.

2. **OBJECTIVES.** The primary objectives of the contract operation are:
 - a. To provide a safe, clean, reliable, and efficient public trolley transportation service on a

fixed route and fixed schedule in Miami Beach within the Trolley Service Areas (as defined in Section 3(a)) , within projected service hours specified; and

- b. To provide a professional, courteous, and pleasant Transit experience for each passenger (See Ambassador Style Customer Service standards incorporated herein and attached to the Agreement as Exhibit B).

3. **SERVICE DESCRIPTION.** The service areas (Trolley Service Areas) governed by this Agreement shall include areas located within the jurisdictional limits of the City of Miami Beach, as described below:

- a. Trolley Service Areas. The trolley service is a fixed route, fixed schedule public Transit service and will be directly managed, and funded by the CITY. The trolley service areas shall include: one (1) route in the North Beach area (North Beach Loop); two (2) routes in the Middle Beach area, which include the Middle Beach Loop and the Collins Link (collectively, Middle Beach routes), all as more particularly described in the attached Figure 1; and one (1) South Beach route, as more particularly described in the attached Figure 2. The North Beach Loop, Middle Beach routes and South Beach route, as more particularly described in Section 3(b) herein, shall be collectively referred to herein as the Trolley Service Area(s).

The CITY currently operates the North Beach Loop with four (4) high-floor trolley vehicles, described in the attached Table 1; however, it is the intent of the CITY to launch trolley services in the remaining Trolley Service Areas, utilizing the existing high-floor trolley vehicles in the City fleet, plus fourteen (14) new modified high-floor kneeling trolley vehicles (the modified high-floor trolley vehicles), as described in the attached composite Table 2, and twelve (12) new low-floor trolley vehicles, as described in the attached composite Table 3. The City fleet shall have a total of thirty-one (31) trolley vehicles; however, the City anticipates operating a total of twenty-five (25) trolley vehicles in the Trolley Service Areas, with any remaining trolley vehicles being used as spares. Notwithstanding the foregoing, the CITY reserves the right to increase or decrease the number of trolley vehicles in operation or move the trolley vehicles between Trolley Service Areas, as deemed necessary in the CITY's sole discretion. The roll-out of new routes shall be in the following order:

1. the Middle Beach Loop shall roll-out its services when the first six (6) modified high-floor trolley vehicles have been delivered and accepted by the CITY; the Roll-Out Date or commencement date for this route shall be no later than September 1, 2016.
2. the Collins Link Route shall roll-out its services when the 7th through 11th modified high-floor trolley vehicles have been delivered and accepted by the CITY; the Roll-Out Date or commencement date for this route shall be no later than October 1, 2016.
3. the North Beach Loop shall commence when the 12th through the 14th modified high-floor trolley vehicles have been delivered and accepted by the CITY (North Beach Loop Commencement Date); the Roll-Out Date or commencement date for this route shall be no later than November 1, 2016.
4. the South Beach Route shall roll-out its services when the first ten (10) low-floor trolley vehicles have been delivered and accepted by the City. The Roll-Out Date or commencement date for this route shall be no later than July 1, 2016, with the remaining two (2) low-floor trolley vehicles being implemented upon delivery and acceptance by the CITY and at the CITY's sole discretion.

b. Description of Routes for each Trolley Service Area.

1. The North Beach Loop shall extend from 63rd Street on the south side to 87th Street on the north and from Collins Avenue on the east to the western CITY limits along 71st Street/Normandy Drive. This neighborhood consists of a variety of land uses that are integral to the success of a local Transit service. The intent of the North Beach Loop is to provide local public Transit service within a 5.5 mile closed loop in the North Beach area of the CITY. This route is intended to serve the Collins Avenue and 71st Street commercial corridors, as well as residential areas along the Biscayne Point and Normandy Shores area.

2. The Middle Beach Loop is intended to provide Transit connectivity between major high density corridors, local venues, employment centers, parking facilities, commercial corridors and public facilities between Mount Sinai Hospital and the Convention Center through the 41st Street corridor and Collins Avenue/Indian Creek Drive corridors. This route alignment is bounded by 44th Street to the North, Alton Road to the West, Collins Avenue to the East and Lincoln Road to the South.

3. The Collins Link provides a connection between the Middle Beach Loop and the North Beach Loop through Collins Avenue and Indian Creek Drive. This service also connects high density areas along Collins Avenue and local stores including Publix Supermarket. This service will be bounded by 73rd Street to the North, Indian Creek to the West, Collins Avenue to the East and 39th Street to the South.

4. The South Beach route provides bi-directional service, which extends from South Pointe Drive to the South to 20th Street to the North, Washington Avenue to the East, and Belle Isle to the West. The CITY estimates that ten (10) trolley vehicles will be providing service along the South Beach route.

5. Commencing upon implementation of the Middle Beach Loop, all trolley routes will operate from 6:00 AM to 12:00 AM Monday through Saturday and 8:00 AM to 12:00 AM on Sundays in order to satisfy the transportation demand of daily commuters and users of the public facilities. The frequency of service will be 10-15 minute headways between vehicles.

c. The CONTRACTOR shall provide the required vehicles, drivers, dispatchers, fuel, storage, operation, maintenance, repairs, bonds, and insurances, in order to provide the CITY with a first class, turn-key public trolley transportation system (the Project or the System).

The Service, in general, shall comply with the System specifications and service standards described herewith; comply with any Interlocal Agreements between the CITY and Miami-Dade County in connection with each of the Trolley Service Areas; comply with any and all Federal, State, County, and CITY laws applicable to this service; and provide management, technical and operating personnel and services necessary for the operation of the CITY's fixed route(s) trolley system. All services shall be subject to the control of the CITY and coordinated by the CITY. The CONTRACTOR's day to day operations shall be vested in the CONTRACTOR's full-time System Manager, who shall serve as the CONTRACTOR'S representative under this Agreement. In addition, an officer or senior management employee of CONTRACTOR shall be available to the CITY either by phone, electronic mail, or in person, to make decisions or provide coordination under this Agreement, as

necessary.

All System vehicles shall have bicycle racks, all required interior and exterior signage, interior and exterior regulatory signs as well as vehicle ID signs, interior 21x21 map frames and brochure holders (similar to that of Miami Dade Transit Buses), electronic marquees and wheelchair lifts, as applicable.

4. **OPTIONAL EQUIPMENT.** The CONTRACTOR shall equip all trolley vehicles with the following equipment (Optional Equipment), including but not limited to: monitors, video surveillance system with capabilities of live feed, recording audio and video and storing recorded data for a minimum of three (3) weeks, automatic passenger counters (APC), Automated Voice Information Systems (AVIS), Wi-Fi services, real time GPS tracking services (with capabilities to provide mileage, service hours and ridership reports, and capabilities to provide data in a format that is compatible with Miami-Dade County's mobile application "Miami Dade Bus Tracker"). The costs of the above equipment and related maintenance fees are not included in the hourly rate for this Agreement. The purchase of said Optional Equipment shall be subject to the prior written approval of the City Manager or designee. Upon said approval, the CONTRACTOR shall invoice the CITY separately for the purchase, installation and service related to this Optional Equipment. In addition, the City Manager or designee may approve, in writing, the purchase of additional Optional Equipment for the trolley vehicles in the CITY fleet, as may be needed in the Administration's sole discretion and subject to budgetary appropriation. The CITY shall retain ownership of all Optional Equipment purchased for the trolley vehicles.
5. **TROLLEY DELIVERY.** Within ten (10) days after the Effective Date of this Amendment No. 4, the CONTRACTOR shall provide the City Manager, at his discretion, satisfactory proof of the purchase of each of the new trolley vehicles, which may include, without limitation, the invoices for each new trolley vehicle and proof of payment for each new trolley vehicle. Additionally, and simultaneously therewith, CONTRACTOR shall provide the CITY with an amortization schedule for each new trolley vehicle, based upon the purchase price of each new trolley vehicle. Said amortization schedule shall be subject to the written approval by the City Manager and shall be attached to the Agreement as Exhibit D-2, for the modified high-floor trolley vehicles and as Exhibit D-3, for the low-floor trolley vehicles. The amortization schedule for the high-floor trolley vehicles is attached hereto as Exhibit D-1. Each of the amortization schedules shall contain a breakdown of the principal and interest portions of the payments set forth therein.
6. **GENERAL REQUIREMENTS FOR ALL PERSONNEL.**
 - a. All personnel assigned shall be knowledgeable of the Services to be provided herein;
 - b. **All Project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work on the Project.**
 - c. Drivers and dispatchers shall accurately complete and submit the required operating reports daily;
 - d. The CONTRACTOR shall provide manuals related to personnel policies and procedures, and maintain an employee acknowledgment file with employee signature indicating they have read and fully understand its contents. CONTRACTOR shall provide a copy of training program and employee handbook to the CITY upon request.
 - e. All personnel shall be required to attend quality/safety workshops as required by the

CITY, up to a maximum of sixteen (16) hours per year, per employee. Certification of training shall be presented to the CITY on an annual basis.

7. VEHICLE OPERATORS (DRIVER) REQUIREMENTS.

- a. Vehicle operators must have a valid Florida CDL (chauffeurs or commercial) driver's license with endorsement for passengers, HACK license, as well as any other licenses required by applicable federal, state, and local regulations.
- b. Vehicle operators shall be trained in all operational procedures relating to the System, including thorough knowledge of the service area street network and points of destination/interest along or in close proximity to the route.
- c. Drivers shall be fully trained in defensive driving and vehicle handling.
- d. Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals.
- e. Drivers shall be trained to understand and practice the high quality of service required by the CITY, and expected of a first-class System. Drivers SHALL follow the Ambassador Style Customer Service section incorporated herein and attached to the Agreement as Exhibit B.
- f. Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
- g. Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned by the CONTRACTOR) in service, wheelchair lifts, and secureness systems, and other equipment that they may be expected to use during service hours.
- h. Drivers shall be available and on-time daily to ensure consistent and reliable service.
- i. No vehicle operator shall take lunch hour or breaks inside or close by his/her vehicle.
- j. Drivers shall be dressed and groomed appropriately. Further, all drivers shall wear a uniform acceptable to the CITY and that takes into account the CITY emblem and vision.
- k. Drivers and/or any other employee in contact with passengers shall wear identification tags clearly displaying their first name only while performing their duties;
- l. Each Driver and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation.
- m. Each driver SHALL have an operational two-way radio in the trolley vehicle in order to communicate with dispatch operators, supervisors, and other trolley drivers in order to ensure compliance with schedule and headways and avoid vehicle bunching.
- n. Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points.
- o. Drivers shall be trained to understand and practice the high quality of customer service required by the CITY. The CONTRACTOR should provide adequate customer service training to its employees (drivers/customer personnel) and should demonstrate to the CITY that drivers/customer personnel operating trolley vehicles for the CITY have attended and successfully completed customer service trainings. Drivers SHALL demonstrate excellent customer service, sensitivity, courtesy, professionalism, high ethical standards, helpfulness, and safe driving habits. The Ambassador Style Customer Service section incorporated herein and attached to the Agreement as Exhibit B SHALL be included in the CONTRACTOR's training workshop schedule if not covered already.
- p. Drivers shall not transport any animal, except seeing-eye dogs and special companion assistant dogs.
- q. Drivers and dispatchers shall accurately complete and submit the required operating reports daily, including ridership counts (unless vehicle is equipped with Automated Passenger Counts capabilities).

- r. Drivers shall log and report all events that jeopardize the safety of passengers or impede vehicle movement pursuant to the Accident and Incident Procedures described herein.
 - s. Drivers are required to adhere to and maintain the scheduled frequency of trips (headways);
 - t. Drivers need to be sensitive to ridership comforts, such as the interior temperature of their respective vehicle, cleanliness of vehicles, etc. It is imperative that the on-board air conditioning unit function properly at all times while the trolley is in service. An interior ambient temperature of 75 degrees Fahrenheit is desired at all times during trolley operation.
 - u. Drivers shall be prohibited from playing the radio during the hours of operation of the trolley vehicles.
 - v. Drivers shall announce stops if trolley vehicle is not equipped with automated stop announcement capabilities or if equipment is malfunctioning (please refer to number 6 under STANDARD OPERATING PROCEDURES on page 16 of 30).
8. **DISPATCH OPERATORS.** Dispatch personnel shall be bilingual (English and Spanish) and trained in the Ambassador Style Customer Service incorporated herein and attached to the Agreement as Exhibit B. In addition, dispatch personnel is expected to proactively assist drivers to avoid bunching issues through the use of two-way radio communication and GPS; dispatcher shall coordinate fueling, breakdowns, vehicle re-gens and other issues to avoid interruption of service or headway increase. All dispatch operators shall be able to communicate via two-way radio with supervisors and drivers (in the same radio frequency).
9. **STAFF LEVELS AND WAGES.** The CONTRACTOR shall be responsible for payment of all employees' and/or subcontractors' wages and benefits. The CONTRACTOR's personnel wages and work hours shall be in accordance with applicable Federal, State and local regulations affecting such personnel.

The CONTRACTOR shall pay staff wages within the acceptable ranges of the transportation industry for the established positions, understanding the specialty skills required to perform an AMBASSADOR STYLE CUSTOMER SERVICE; it is highly desirable that CONTRACTOR offers competitive salaries, benefits and incentives for drivers, dispatchers and road supervisors who excel in their responsibilities.

10. **MINIMUM PERFORMANCE STANDARDS.** The CONTRACTOR shall strive to provide a fixed-route public Transit service in the Trolley Service Areas, in a manner that will maximize the efficiency of the service while achieving excellent customer service. The performance measures specified herein, balanced with the AMBASSADOR Style Customer Service criteria incorporated herein and attached to the Agreement as Exhibit B, will serve as the benchmark standards for the periodic evaluation of the CONTRACTOR by the CITY and for the assignment of performance penalties by the CITY as provided in Exhibit C.

The CONTRACTOR and the CITY shall meet periodically to evaluate the Services, based upon the performance standards established by the CITY. The following minimum performance standards are agreed to between CONTRACTOR and CITY for the term of the Agreement:

Sanitation:

- Interior and exterior of vehicles must be kept in pristine condition, 100% of the time.

Reporting:

- All applicable reports (including, but not limited to, ridership reports, service interruption reports and invoices) must be filed within the specified time frame, 100% of the time.

Safety:

- Drivers shall follow all applicable traffic regulations, 100% of the time.

Fines:

- CONTRACTOR shall avoid penalties imposed on the CITY by local, state, and federal agencies resulting from the CONTRACTOR's operation and maintenance of the vehicles, 100% of the time.

Reliability:

- 95% on-time performance (no more than 5 minutes late at any stop location).

Equipment Malfunction:

- Repairs of any malfunctioning equipment related to vehicle or passenger safety shall result in immediate vehicle out-of-service with notice to the CITY within two (2) hours, 100% of the time. A Trolley spare vehicle shall be dispatched immediately upon interruption in service to ensure on time performance. Trolley spare vehicle shall commence service no later than one (1) hour after service disruption. The CONTRACTOR shall not be compensated for any time elapsed without service.
- If no parts need to be ordered, repairs shall occur within two (2) business days (48 hours), 95% of the time.
- If parts are required, orders shall be placed within 24 hours and repairs shall be performed within 24 hours of receipt of required parts.

Customer service:

- Respond to customer complaint within 48 hours, 95% of the time.
- Drivers properly uniformed and groomed, 100% of the time.
- Drivers, dispatchers and road supervisors must adhere to the AMBASSADOR Service Style Customer Service attached as Exhibit "B" herein.

Radio Communication:

- Effective radio communication through the use of two way radios between dispatchers, drivers and supervisors, 100% of the time.

The CITY reserves the right to request the removal of any CONTRACTOR employee from the Service Areas upon noncompliance of performance standards dictated above.

11. **MAINTENANCE.** The CONTRACTOR shall prepare and submit upon execution of this Agreement, a written Preventive Maintenance (PM) Policy and Program Manual. Any changes after award must be approved by the CITY in advance. The CONTRACTOR shall provide separate PM programs for the vehicle heating and air conditioning (HVAC).

The CONTRACTOR shall assume full responsibility for ensuring that all System vehicles used in connection with the Project shall at all times be maintained at the highest levels and in a manner that is consistent with good business practices and the standards for condition and quality, commensurate with a first-class public trolley transportation system. Notwithstanding the preceding, CONTRACTOR shall, at a minimum, ensure that all vehicles are well maintained, safe, and fully operable in accordance with the highest standards of care and shall provide the following:

- Vehicle maintenance and repair (including, without limitation, all preventive maintenance, as well as emergency maintenance such as dead batteries, flat tires, etc.); and
- Interior and exterior cleaning.

The CONTRACTOR shall immediately report and repair any damage to the interior or exterior of vehicle(s). If a vehicle is damaged, the CONTRACTOR shall retire that vehicle from service as soon as practicable and a spare vehicle shall be immediately dispatched to service the route. Exterior damage to vehicle(s) due to collisions, scratches, and graffiti markings shall be repaired within 24 hours.

CONTRACTOR shall not permit the use of any vehicle, in a state of repair that violates any Applicable Laws. Vehicles may only be driven and/or parked in areas designated for such purposes and as provided for under this Agreement and pursuant to Applicable Laws.

The CITY, and/or its officers, employees, agents, and/or contractors shall not be responsible or liable for any damage to CONTRACTOR'S vehicles. CONTRACTOR shall be responsible for and provide reasonable security measures which may be required to protect the vehicles. Under no circumstances shall the CITY be responsible for any stolen or damaged goods, facilities, materials, and/or other equipment including, but not limited to, the vehicles, nor shall CITY be responsible for any stolen or damaged personal property of CONTRACTOR'S employees, contractors, subcontractors, agents, vendors, patrons, guests, invitees, and/or any other third parties.

CONTRACTOR, at its sole cost and expense, shall maintain and store the vehicles and provide lubricants, repairs, parts, and supplies required for the maintenance and operation of all buses and service vehicles. The CONTRACTOR will be responsible for supplying all vehicle fuel. The CONTRACTOR will be responsible for providing tires for all vehicles. It shall be the CONTRACTOR's responsibility to maintain the color scheme in good condition, with painting/decals as needed, throughout the life of the Agreement.

12. **FARES/COLLECTIONS.** Should the CITY opt to charge fares for the trolley service, the equipment, installation, and maintenance needed for implementation shall be the responsibility and at the cost of the CITY.

All fares collected shall become the property of the CITY and the CITY will sanction procedures to control the fare box collection, auditing, etc. The CONTRACTOR shall abide by any sanctioned procedures by the CITY.

13. **ROAD SUPERVISION.** The CONTRACTOR shall provide sufficient road supervision to monitor drivers, vehicles, quality of service, and adherence to all established routes, headways and schedules, and to respond to emergency calls as appropriate. At least one (1) of the road supervisors shall be fully dedicated to the City of Miami Beach, and be

accessible via phone at any time during service hours of operation. The road supervisor shall be required to meet on a weekly basis with the City's Transportation Operations Supervisor at the City's discretion to provide feedback of the daily operation and discuss potential strategies/improvements to service. The dedicated road supervisor shall have competent communication skills.

The CONTRACTOR's supervisory personnel shall ensure established performance measures are met at all times; including during fueling, relieves, bathroom breaks, accidents, and all applicable.

The CONTRACTOR's training for supervisory personnel shall cover the practices for transit operators and supervisors recommended by the American Public Transportation Association (APTA). The CITY reserves the right to test supervisor's knowledge on common practices at any time.

The CONTRACTOR shall be responsible for furnishing supervisors with mobile phones/pads (monitoring tools) capable of handling the mobile application and website to be developed for the Trolley Service Areas. All supervisors shall be able to communicate via two-way radio with dispatchers and drivers (in the same radio frequency).

Active drivers CANNOT be road supervisors while on driving duty. If a road supervisor has been assigned to driving, a different road supervisor must take over the supervisory tasks.

14. **ACCIDENT AND INCIDENT PROCEDURES.** The CONTRACTOR shall develop, implement, and maintain procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures. These shall be reported to the CITY in accordance with the established performance measures herein.

All traffic accidents involving System vehicles, irrespective of injury, shall be immediately reported to the CITY of Miami Beach Police Department. The CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The CONTRACTOR operating a trolley vehicle shall give the CITY's Transportation Operations Supervisor immediate verbal and subsequent written notice of the following events:

- A fatality, where an individual is confirmed dead within thirty (30) days of a Transit accident, excluding suicides and deaths from illnesses.
- Injuries requiring immediate medical attention away from the scene for one or more individuals.
- Property damage to trolley vehicles, transit system vehicles other than trolleys, other trolley System property or facilities, or any other property. The CITY's Transportation Operations Supervisor shall have discretion to investigate events resulting in property damage less than \$1,000.
- Evacuation of a trolley vehicle due to a life-safety event where there is imminent danger to passengers on the trolley vehicle(s), excluding evacuations due to operational issues.

Immediate notice of all above-referenced events/accidents is required and such notice shall not be delayed for more than one (1) business day. These notices, at a minimum, shall

include the date, time, location of the occurrence and the appropriate number of persons killed or injured. The person making the notification must provide his or her name and title, the trolley number involved and state where he or she can be reached for further details. In addition, the person must supply any additional information requested. The CONTRACTOR must ensure the physical evidence of the accident scene is properly documented prior to the scene being cleared. Immediate notice of the above occurrences shall be reported by telephone. Immediate notice of all said accidents is required, but in no instance shall the notice be delayed for more than two (2) hours.

A written notice shall be submitted to the CITY, unless otherwise specified by the CITY, within one (1) business day (24 hours) of the occurrence for all fatal accidents and all injury accidents which result in injuries to one (1) or more passengers, on the form entitled "Trolley Operator Accident Report" which is set forth in the System Safety and Security Program Plan.

The CONTRACTOR shall assist the CITY in documenting accidents and incidents. Report shall meet all applicable FDOT and F.A.C. Chapter 14-90 reporting requirements.

15. **EMERGENCIES - NATURAL DISASTERS.** In the event of an emergency or natural disaster, the CITY may require the CONTRACTOR to make available, to the maximum extent possible, transportation and communications services and facilities to assist the CITY in ameliorating such incidents. Any such use of the trolley vehicles for emergency response purposes must be pre-approved by the Office of Transportation of the CITY, and said approval must be secured in writing. To the extent the CITY requires the CONTRACTOR to provide such emergency services, the CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities of operating the current or any future trolley operations which may be established herein. Further, the CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the CONTRACTOR and the CITY prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.
16. **VEHICLE FACILITIES.** Prior to signing an Agreement with the CONTRACTOR, the CITY reserves the right to inspect the CONTRACTOR's maintenance facility. The facility shall have features, including but not limited to:
 - a. A dispatch room and supervisor station;
 - b. Facility for maintenance of the vehicles;
 - c. Storage for the CONTRACTOR's vehicle maintenance equipment (including cleaning supplies and spare parts);
 - d. Security for the Trolley vehicles.
17. **EQUIPMENT.** CONTRACTOR's vehicles shall meet all specifications set forth in Table 1 and composite Figure 2a, 2b, 3a, and 3b attached hereto, for the high-floor trolley vehicles; all specifications set forth in composite Table 2, attached hereto, for the fourteen (14) new modified high-floor trolley vehicles; and all specifications set forth in composite Table 3 hereto, for the low-floor trolley vehicles. Transit vehicles must meet the requirements of Florida Administrative Code 14-90 (i.e. passenger door mirror height, etc.). The System fleet must meet all local, state and federal requirements as applicable to public Transit vehicles.

Vehicles shall be furnished with Advertisement space in the interior, for use exclusively by

the CITY, in addition to space for route specific information (Map Frame and Brochure Area).

The CITY shall inspect and approve vehicles and equipment prior to the CONTRACTOR beginning service (CITY's acceptance).

All vehicles shall be equipped with video surveillance system with capabilities of live feed, recording audio and video and storing recorded data for a minimum of three (3) weeks. The CONTRACTOR shall train all road supervisors, and develop procedures on how to retrieve data from the surveillance equipment in the vehicles and on how to upload the videos to their office computers. Should an event occur, where surveillance data is required, the CONTRACTOR shall provide the video output to the Transportation Operations Supervisor of the CITY via email within 24 hours.

Vehicles will be delivered with special paint or decaling scheme for the Trolley Service Areas (as designed by the CITY). The cost of such painting/decating shall be borne by the CONTRACTOR.

18. **CLEANING.** CONTRACTOR shall provide all labor and materials necessary to keep the vehicles clean at all times. CONTRACTOR shall wash the exteriors and mop floors of the vehicles, including support vehicles, twice weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required. CONTRACTOR shall clean all interior items including seats, handrails, and windows weekly as to maintain a clean vehicle. CONTRACTOR shall perform a detailed interior clean at least twice a month. During this clean, CONTRACTOR shall remove as many gums and stains as possible from the interior of vehicle. The CONTRACTOR shall provide a monthly schedule of the cleanings of the vehicles on the 1st of every month. The CITY reserves the right to request, in writing, the replacement of any vehicle, which in the Transportation Operation Supervisor's reasonable discretion, is in poor interior or exterior aesthetic condition. CONTRACTOR shall complete a requested replacement within two (2) hours.

ALL operating vehicles shall be scented with products approved by the CITY (at least twice a week). The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products. CONTRACTOR shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately and not be placed back in service until the offensive graffiti is removed.

19. **OPERATING RESPONSIBILITIES AND PROCEDURES.**

A. **STANDARD OPERATING PROCEDURES.** The CONTRACTOR shall provide written procedures for operation of the Service ("Standard Operating Procedures"). Any changes after award of Agreement must be approved by the CITY in advance. These Standard Operating Procedures shall include, but not be limited to, the following:

1. Procedures for notifying CITY of service delays and interruptions;
2. A list of names and phone numbers of contact persons who can make operating decisions and can be reached immediately;
3. Accident review procedures and Operator corrective processes;

4. Radio check-in and coordination procedures for maintaining vehicle headways, including procedures for GPS/Automated Vehicle Location reporting;
5. Description of Operator training (including hospitality and courtesy ("Ambassador") training)
6. Procedures for operating vehicles and providing service, including procedures to insure that stop announcements are made by bus operators;
7. Procedures for daily servicing;
8. Procedures for dispatching vehicles to achieve balanced accumulation of mileage for each vehicle in the fleet and accomplish required Service and maintenance;
9. Contingency plan for emergencies such as accident, fire, mechanical failure, inclement weather, and criminal activity;
10. Procedures for the handling of public and internal comments and complaints, and;
11. Operator safety, recognition and rewards program, and disciplinary procedures for the Operator misconduct. Special attention should be paid to an incentive program for front line employees who provide excellent customer service.
12. Customer service guidelines, employee standards of conduct.
13. Supervision, with sufficient supervisory level personnel to respond to service problems, monitor performance schedules and procedures, and enable operators to communicate with the base office, during all Hours of Operation.
14. Drug and Alcohol Testing program pursuant to Section 440.102, Florida Statutes. A description of this program shall be submitted upon execution of this Agreement.

B. ADDITIONAL OPERATING PROCEDURES. The CONTRACTOR will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the Service Area and operate the vehicles with the highest regard for all aspects of safety.

1. The CONTRACTOR will not use or allow the Vehicles to be used for any illegal purpose.
2. The vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. The CONTRACTOR shall not overload the vehicles beyond their specified carrying capacity nor operate a vehicle in an unsafe manner.
4. No other use may be made of the vehicles dedicated to the CITY except as specifically authorized in writing by the CITY.
5. All Vehicles shall operate with headlights and taillights turned on while in service.
6. CITY will designate specific bus stops along the routes described herein. Passengers shall be picked up and discharged only at these designated bus stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
7. Service shall be provided to all orderly persons who pay the proper fare (if applicable) and comply with passenger conduct rules and regulations established by the CITY. The CONTRACTOR shall not discriminate against

any passenger or prospective passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.

8. Mobility impaired passengers shall be assisted, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.

20. **INITIAL VEHICLE INSPECTION.** The CITY reserves the right to inspect any vehicle to be used as part of the proposed transit service. Should a vehicle be found to fail to comply with the specifications included herein, the CONTRACTOR shall be responsible for performing modifications to the vehicle until acceptable, and within (5) business days after notified in writing by the CITY.

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

The CONTRACTOR shall be liable for any penalties imposed on the CITY by local, state, and federal agencies due to the CONTRACTOR's failure to obtain the proper vehicle licenses or maintain vehicles in accordance with local, state, and federal regulations. In addition, the CONTRACTOR shall be responsible for fees listed in Exhibit C "Performance Penalties" as applicable. Services shall be managed by the CONTRACTOR in accordance with the guidelines and parameters established herein and the attachments hereto.

22. **REPAIRS**

A. **GENERAL REPAIRS.** CONTRACTOR shall provide as required all general repairs to vehicles provided by this Agreement. This includes replacement of items that are or appear to be worn out (such as seat covers).

B. **MECHANICAL AND BODY REPAIRS.** Within two (2) days (unless parts have to be ordered) of learning of damage or the need for any repairs, the CONTRACTOR will complete or cause to have completed all mechanical repairs found necessary to maintain the function of all components and features of the vehicles unless otherwise directed in writing by the CITY.

1. Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by the garage performing the work prior to returning the vehicle to service.
2. Minor body damage repairs shall be repaired as soon as possible, but not to exceed two (2) weeks, subject to the availability of OEM parts when needed.
3. Major body damage shall be repaired before returning the vehicle to service, not to exceed five (5) weeks out of service, subject to the availability of OEM parts when needed.
4. Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to service. Failure of safety related items on a vehicle while

performing service shall require immediate removal of the vehicle from service for repair. These items shall include legally required lights, working brakes, tire tread depth or condition or any other mechanical condition that may have an effect on continued safe operation of a vehicle.

5. The CONTRACTOR shall be responsible for providing any towing services necessary to complete repairs required. Such services shall be done in a safe manner that will not cause damage to the vehicle, its structure or components.

23. VEHICLE RECORDS. The CONTRACTOR shall provide Monthly Summary Reports to the Transportation Operations Supervisor of the CITY in conjunction with submittal of its monthly invoices for payment. The format to be used for operating reports and monthly summaries shall be developed by the CONTRACTOR and approved by the Transportation Operations Supervisor of the CITY. Said monthly reports shall be submitted no later than the 15th calendar day of the following month, as part of CONTRACTOR'S invoices for payment. Monthly report figures shall coincide with daily trip sheet totals for the month and shall be broken down on a weekly basis (from Sunday to Saturday). The CONTRACTOR shall certify as accurate all information given to the CITY.

24. DAILY RECORDS/REPORTS.

- a) Telephone Report: The CITY shall be notified via phone any change of vehicle and/or driver, special runs, interruption of service due to inclement weather, out-of-service vehicles, emergencies and accidents. Road supervisors, dispatchers and general managers shall provide immediate notice to the Transportation Operations Supervisor of the CITY after any of the above mentioned events.
- b) Upon notifying the CITY of an interruption in service due to any of the above mentioned events, the CONTRACTOR's manager or road supervisor shall notify the CITY in writing, in a format approved by the CITY. CONTRACTOR shall report time and date vehicle went in/out of service.
- c) Daily driver logs will be used by each shift of operators, a copy of which is to be submitted to the CITY on a weekly basis. The log is the source document for use in determining the total miles, number of passengers (manually counted) and passenger categories. Missed miles and missed trips will be determined from the log by comparing actual daily miles entered into the log against predetermined daily total miles for each vehicle.
- d) Daily dispatcher logs shall include, but not be limited to, the following information: number of incoming calls, type of information requested (restaurants, shops, entertainment, fares, schedule, stop locations, etc.).
- e) Fare box revenue (if applicable) shall be recorded daily and a copy submitted to the CITY with the Monthly Summary Report.

25. MONTHLY SUMMARY REPORTS. The CONTRACTOR shall prepare and submit to the Transportation Operations Supervisor of the CITY a monthly summary report within fifteen (15) calendar days after the end of the operating month, which shall be submitted along with CONTRACTOR'S invoices for payment (as one of the required documents thereto). Monthly Summary Reports shall include, but not be limited to:

- a) Vehicle Total service hours and Miles: Monthly report figures shall coincide with daily trip sheet totals for the month, by Route.
- b) Total Ridership: Monthly totals of the number of passengers carried, by Route.
- c) Total Passenger Revenue Summary (if applicable): Amount of fares/coupons collected, by Route.

- d) Service Break Summary: vehicle out-of-service, operational problems, breakdowns, missed trips and delays over fifteen (15) minutes.
- e) Complaints and Compliments: passenger complaints and compliments collected by the CITY and description of any action taken regarding complaints. Passenger complaints related to safety or serious operational deficiencies shall be reported to the CONTRACTOR by the CITY no later than the next workday following the CITY's receipt of complaint.
- f) Vehicle Condition Summary: mileage (month, year to date, total), fuel and oil consumption (miles per unit), accidents, preventive maintenance and inspection program (actual vs. program), summary of major component rebuilding/repairs made, by vehicle.
- g) Equipment Status Summary: all other CITY-owned equipment.
- h) General Summary: all other issues, evaluations, suggestions for improvements.
- i) Pass and Ticket Sales Report (if applicable): number of tickets and passes sold by each vendor over the last month.
- j) Reports for the Trolley Circulator Service shall be detailed by day and tabulated for the month.
- k) The Summary Report shall also include a recap of the service, summary statistics for current month, year-to-date, same month last year (when applicable) and percent change from last year for total system (if applicable). Spreadsheet type graph(s) of trends in ridership, passengers per vehicle hour, and service quality measures shall be developed. It shall also include problems with service/personnel/accidents, and solutions proposed for the problems.

26. YEARLY SUMMARY REPORTS. Yearly Summary Report for Trolley Circulator Service shall include, but not be limited to, miles, hours, passengers and costs itemized by month for each service, including fare box collections (if applicable).

27. SUBMISSION OF INVOICES. Invoices and supporting documents for Services (or portions thereof) satisfactorily rendered for the previous month, shall be submitted by the 15th day of each month to the Transportation Department (Attention: Transportation Operations Supervisor), 1700 Convention Center Drive, Miami Beach, FL 33139. Upon verification of the accuracy and completeness of the invoice and supporting documentation by the Transportation Operations Supervisor, the invoice shall be forwarded for payment approval to the CITY.

- a) Itemized monthly invoice. The CONTRACTOR shall submit, with the Monthly Summary Report, an itemized monthly invoice to the CITY for the Services, or portions thereof, rendered during the reporting period. Both the monthly invoice and the summary report shall be received by the 15th day of the subsequent month. The itemized invoice shall follow a format approved by the CITY.
- b) Net amount due. The charge for trolley service minus the time scheduled vehicles were out of service shall be submitted as the amount due the CONTRACTOR. The CITY imposed Performance Penalties, if any, shall be deducted from this amount.
- c) Debits and credits. The itemized invoice shall be supported by documents (in excel and pdf format as approved by the CITY previous to launch date) the documents shall include corresponding service hours, ridership, service miles, vehicle IDs as may be required by the CITY to establish that the amounts are allowable. Debits and credits shall be itemized so that the total required has an understandable base. Debits would include actual working days total per vehicle by hours, costs for extra runs beyond normal schedules (specify use, dates, and hours), and/or costs for extra

operating hours caused by daylight savings time adjustments. Credits should be shown for out of service hours per vehicle.

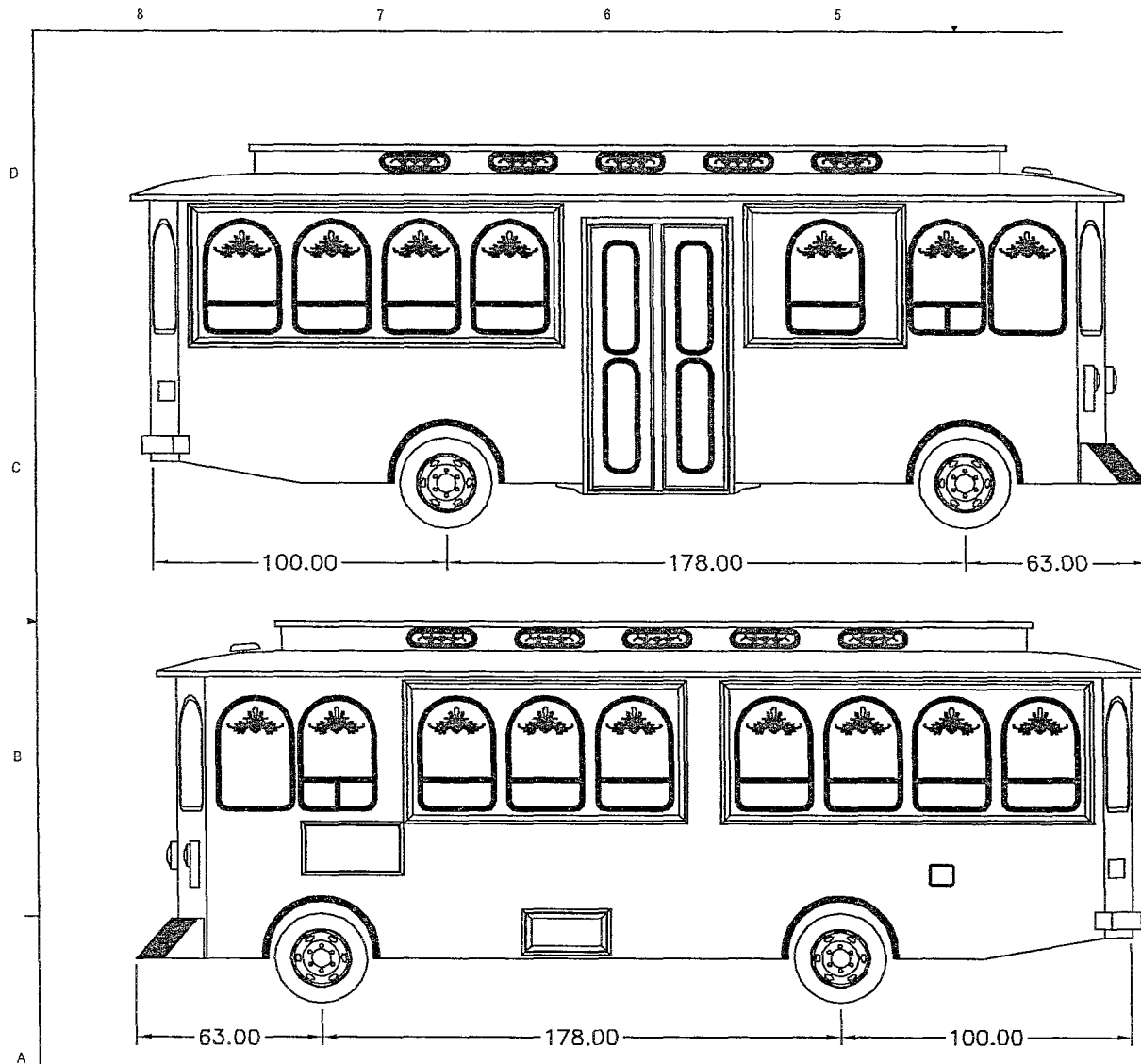
- d) Open records. All invoices and related records will be available for inspection and/or independent audit at the election of the CITY.
- e) An excel version of the invoice, in addition to a signed hard copy, shall be provided to the CITY for data management purposes.

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TABLE 1

Table 1- Equipment and Service Specifications

Item	Specifications
Required Equipment	
Make	Hometown Trolley or Supreme Corporation Startrans or approved equal at the City's sole discretion
Vehicle Type	(25-29 Feet) Rubber Tire Trolley (Villager Trolley/Classic American) or approved equal at the City's sole discretion
Number of vehicles required	Minimum requirement of four (4) vehicles in service with one (1) spare
Capacity	minimum 20 passengers
Power/fuel type	Diesel or Alternative Fuel
Accessibility	Must meet requirements set forth by the Americans with Disabilities Act (A.D.A.).
Reliability Standards	Any vehicle provided by this contract must not be older than 2014 models
Vehicle Amenities (applies to all vehicles including spares)	Properly functioning air conditioning, driver seatbelts, bicycle racks, cow catcher, in-step lift (LU12 or equal), Recaro driver seat, safety equipment, 21 x 21 map frame and hold-four brochure holder, modesty panel, pull cords, interior signage (i.e. no eating or drinking, Trolley ID), exterior digital destination signs (marquees) and leather straps. <i>OPTIONAL: Low Floor vehicle (See BID Tender Form)</i>
Radio Communication and Equipment (applies to all vehicles including spares)	Fixed two-way radios for driver communications and surveillance video cameras with audio capabilities
Advertising on Vehicles	The City will be responsible to sell and install advertising on the interior and exterior of the vehicles at its sole discretion. The cost for production will be borne by the City and all revenues for advertising will be retained by the City. Vehicles must come furnished with roof Ad space (framing) tilted in such position that is easily viewed by the passengers.
Hours of Operation	
Daily	8:00 AM to 12:00 AM, Monday through Sunday (16 hours a day)
Yearly	11680 hours (16 hours a day/365 days a year)
Frequency of trips	10 minutes headways
Duration of trips	Approx. 30 minutes per round trip per vehicle
Number of Routes	1 (North Beach Trolley Route), additional optional routes at the City's sole discretion
Fares	Free



CUSTOMER APPROVAL
 APPROVED BY: _____
 APPROVED DATE: _____

STANDARD TOLERANCE UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES		JC	
ASSY DIMS	± 0.13"	DRAWN	DW 37414
X.X	± 0.1"	APPROVED	###
X.XX	± 0.05"	WEIGHT	###
X.XXX	± 0.005"	FINISH	###
ANGULAR	± 1.0°	MATERIAL	###
PROPORT GEOMETRIC TOLERANCES			

FIGURE 2a

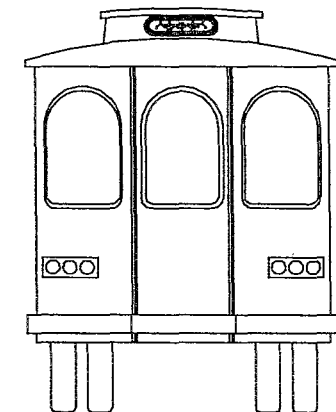
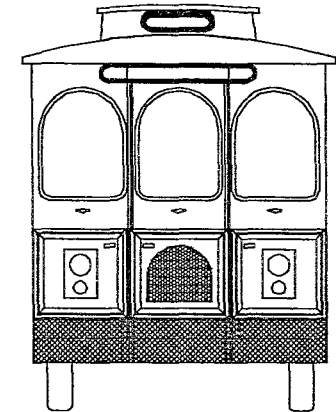
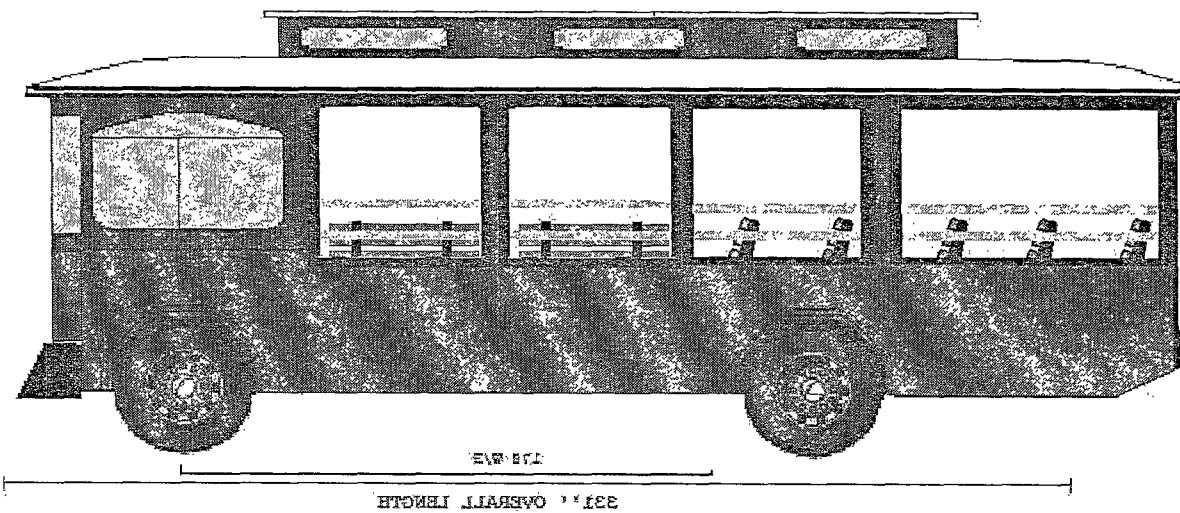
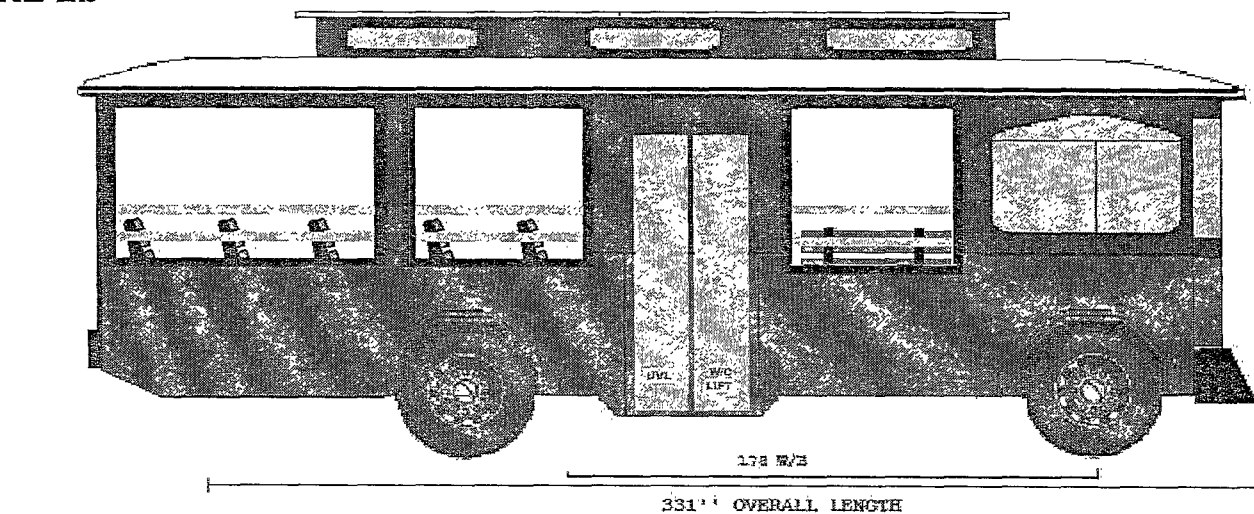


FIGURE 2b



REVISIONS					
REV	DATE	DESCRIPTION	BY	CHKD	APPD
1		INITIAL RELEASE			

NOTES:
1. THIS DRAWING IS A REPRODUCTION OF A PHOTOGRAPH OF A PHYSICAL OBJECT. IT IS NOT A DESIGN DRAWING.
2. THE DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR REPAIR WORK.
3. THE DRAWING IS NOT TO BE USED FOR LEGAL PURPOSES.

REVISIONS		APPROVED		REASON FOR REVISION	
REV	DATE	BY	CHKD	DESCRIPTION	REASON
1				INITIAL RELEASE	

FIGURE 3a

Technical drawing of a vehicle interior layout, showing dimensions and seating arrangement. The drawing is oriented horizontally with a vertical centerline. Key dimensions include:

- Overall length: 347.00
- Overall width: 92.50
- Body length: 327.00 (27'-3" OA BODY)
- Front section width: 100.00
- Flip seat width: 34.00 FLIP SEAT
- Flip seat width: 51.00 FLIP SEAT
- Front section length: 178.00
- Front section width: 49.00
- Front section length: 147.00
- Front section width: 248.00
- Front section length: 49.00
- Front section width: 52.00
- Front section length: 77.00

The layout shows a central aisle with seating on both sides. The front section features a large, curved seating area. The rear section includes a large, curved seating area and a smaller, rectangular seating area. The drawing is labeled with 'A', 'B', 'C', and 'D' along the left edge.

CUSTOMER APPROVAL
 APPROVED BY: _____
 APPROVED DATE: _____

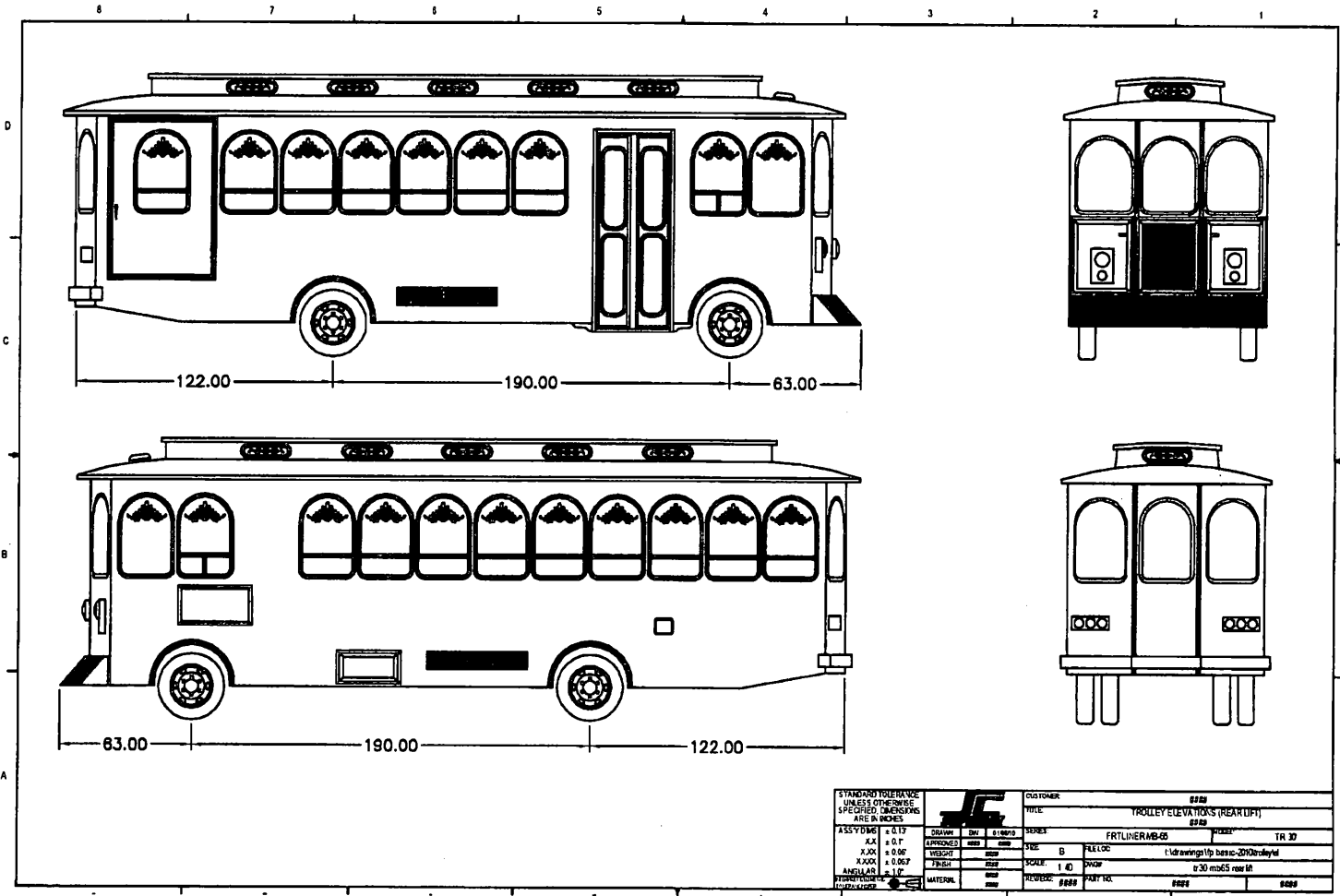
STANDARD TOLERANCE UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES			AG		
ASSY DIMS	± 0.13"		DRAWN	BN	3/13/14
XX	± 0.1"		APPROVED	BNH	BNH
XXX	± 0.06"		WEIGHT		BNH
XXXX	± 0.063"		FINISH		BNH
ANGULAR	± 1.0°		MATERIAL		BNH
INTERPRET DIMENSIONS TO DIMENSIONS					

TABLE 2

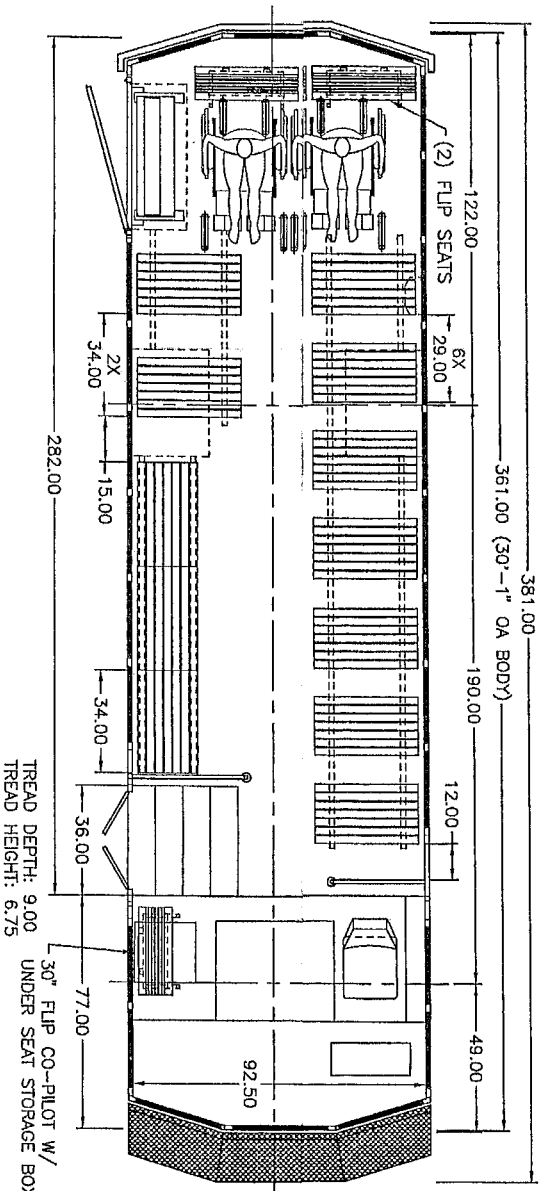
Table 2. Equipment and Services Specifications New High-Floor/Kneeling Vehicles

Item	Specifications
	Required Equipment
Make	Supreme Corporation Modified Kneeling or approved equal at the City's sole discretion
Vehicle Type	(25-29 Feet) Rubber Tire Trolley (Villager Trolley/Classic American) or approved equal at the City's sole discretion
Number of vehicles required	Fourteen (14)
Capacity	Minimum 20 passengers
Power/fuel type	Diesel
Accessibility	Must meet requirements set forth by the Americans with Disabilities Act (ADA)
Reliability Standards	Any vehicle provided by this contract must not be older than 2016 models
Vehicle Amenities (applies to all vehicles including spares)	Properly functioning air conditioning, driver seatbelts, co-pilot seat, bicycle racks, cow catcher, rear lift, Recaro driver seat, safety equipment, 21x21 map frame and hold-four brochure holder, modesty panel, pull cords, interior signage (i.e. no eating or drinking, trolley ID and marquee), exterior digital destination signs (marquees) on front, sides and rear of vehicles and leather straps. Low steps (8" or less in height). Kneeling suspension. Floor plan to be approved at the City's sole discretion.
Radio Communication and Equipment (applies to all vehicles including spares)	Fixed two-way radios for driver/dispatch communications and video surveillance system with capabilities of live feed, recording audio and video and storing recorded data for a minimum of three (3) weeks
Advertising on Vehicles	The City will be responsible to sell and install advertising on the interior and exterior of the vehicles at its sole discretion. The cost for production will be borne by the City and all revenues for advertising will be retained by the City. Vehicles must come furnished with roof Ad space (framing) tilted in such position that is easily viewed by the passengers.
	Hours of Operation, Frequency, Routes, Fare
Daily	6:00 AM to 12:00 AM, Monday through Saturday (18 hours a day) and 8:00 AM to 12:00 AM on Sunday (16 hours)
Yearly	6466 hours/trolley/year
Frequency of trips	10-15 minutes headways
Duration of trips	Depending on route
Number of Routes	One (1) North Beach Loop, one (1) Collins Link, one (1) Middle Beach Loop, one (1) South Beach Loop. Additional routes at the City's sole discretion.
Fares	Free

Sample Vehicle



PRELIMINARY
NON-PRODUCTION PRINT
FOR R&D USE ONLY
10/28/15



FEATURES:
-1-TRUCK (FLANGED) OTHERS AVAILABLE

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STANDARD DRAWING		CUSTOMER	
SPECIFIC DRAWING		TITLE	
SHEET NO. 1		22-1 PRESS & 2 W.C. REAR LEFT W/ CO-PILOT	
SHEET NO. 2		TTOLET/SEAT	
SHEET NO. 3		WATER/REAR/CO-PILOT/SEAT/STORAGE BOX	
SHEET NO. 4		FRONT/LEFT/RIGHT	
SHEET NO. 5		SCALE: 1/8" = 1'-0"	
SHEET NO. 6		DATE: 10/28/15	
SHEET NO. 7		DRAWN BY: [Signature]	
SHEET NO. 8		CHECKED BY: [Signature]	
SHEET NO. 9		APPROVED BY: [Signature]	
SHEET NO. 10		DATE: 10/28/15	

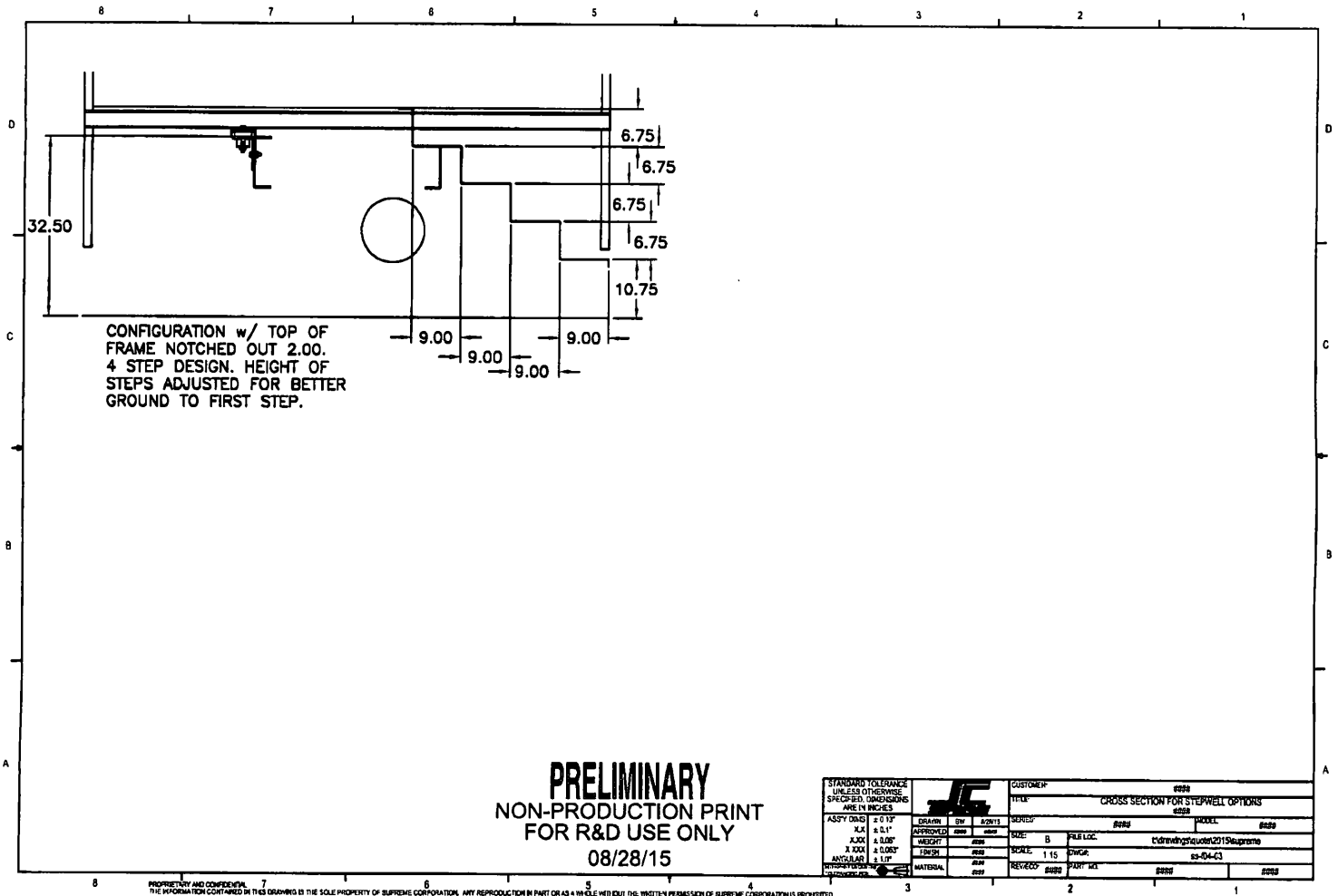


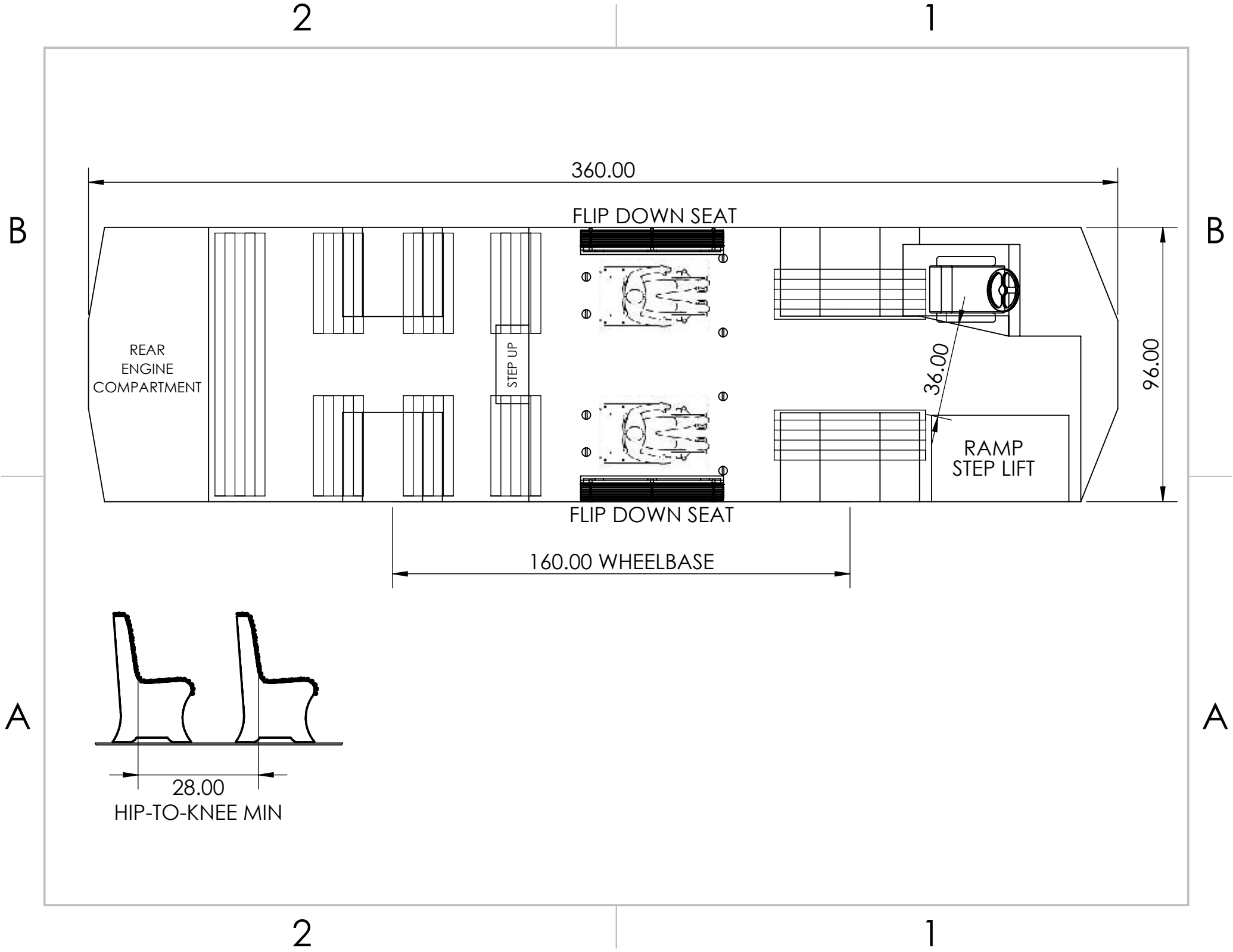
TABLE 3

Table 3. Equipment and Service Specifications Low-Floor Trolley Vehicles

Item	Specifications
	Required Equipment
Make	Hometown Trolley or Supreme Corporation or approved equal at the City's sole discretion
Vehicle Type	(28-32 Feet) Low-floor Rubber Tire Trolley (Streetcar Trolley or approved equal at the City's sole discretion)
Number of vehicles required	Twelve (12)
Capacity	Minimum 20 passengers
Power/fuel type	Diesel fuel
Accessibility	Must meet requirements set forth by the Americans with Disabilities Act (ADA)
Reliability Standards	Any vehicle provided by this contract must not be older than 2016 models
Vehicle Amenities (applies to all vehicles including spares)	Properly functioning air conditioning, driver seatbelts, bicycle racks, cow catcher, Recaro driver seat, safety equipment, 21x21 map frame and brochure holder, modesty panel, vault for drivers personal belongings storage, pull cords, interior signage (i.e. no eating or drinking, trolley ID and marquee) on front, sides and rear of vehicles, exterior digital destination signs (marquees) and leather straps. Floor plan layout to be approved at the City's sole discretion.
Radio Communication and Equipment (applies to all vehicles including spares)	Fixed two-way radios for driver/ communications and video surveillance system with capabilities of live feed, recording audio and video and storing recorded data for a minimum of three (3) weeks
Advertising on Vehicles	The City will be responsible to sell and install advertising on the interior and exterior of the vehicles at its sole discretion. The cost for production will be borne by the City and all revenues for advertising will be retained by the City. Vehicles must come furnished with roof Ad space (framing) tilted in such position that is easily viewed by the passengers.
	Hours of Operation, Frequency, Routes, Fare
Daily	6:00 AM to 12:00 AM, Monday through Saturday (18 hours a day) and 8:00 AM to 12:00 AM on Sunday (16 hours)
Yearly	6466 hours/vehicle/year
Frequency of trips	10-15 minutes headways
Duration of trips	Depending on route
Number of Routes	One (1) North Beach Loop, one (1) Collins Link, one (1) Middle Beach Loop, one (1) South Beach Loop. Additional routes at the City's sole discretion.
Fares	Free

Sample Vehicle





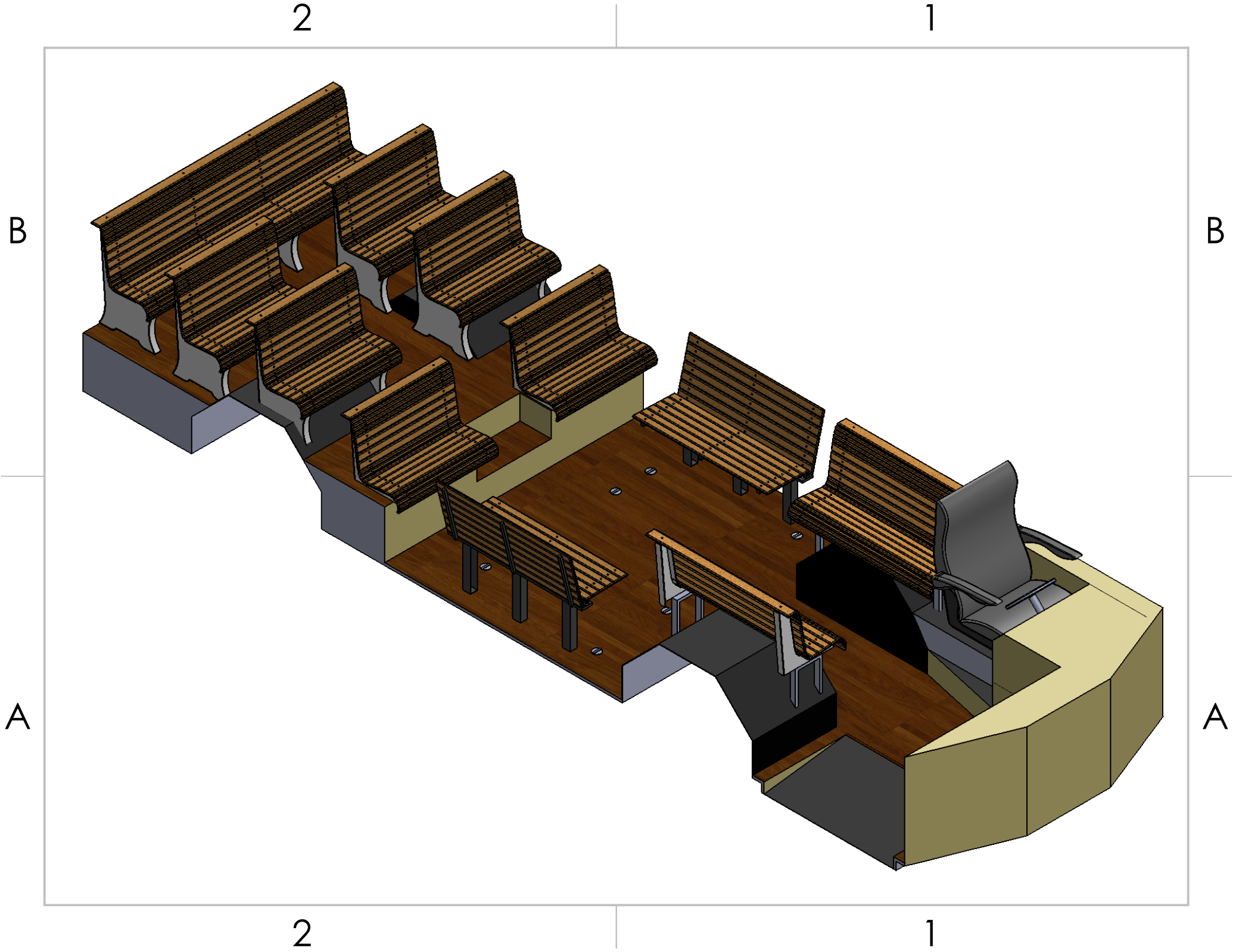
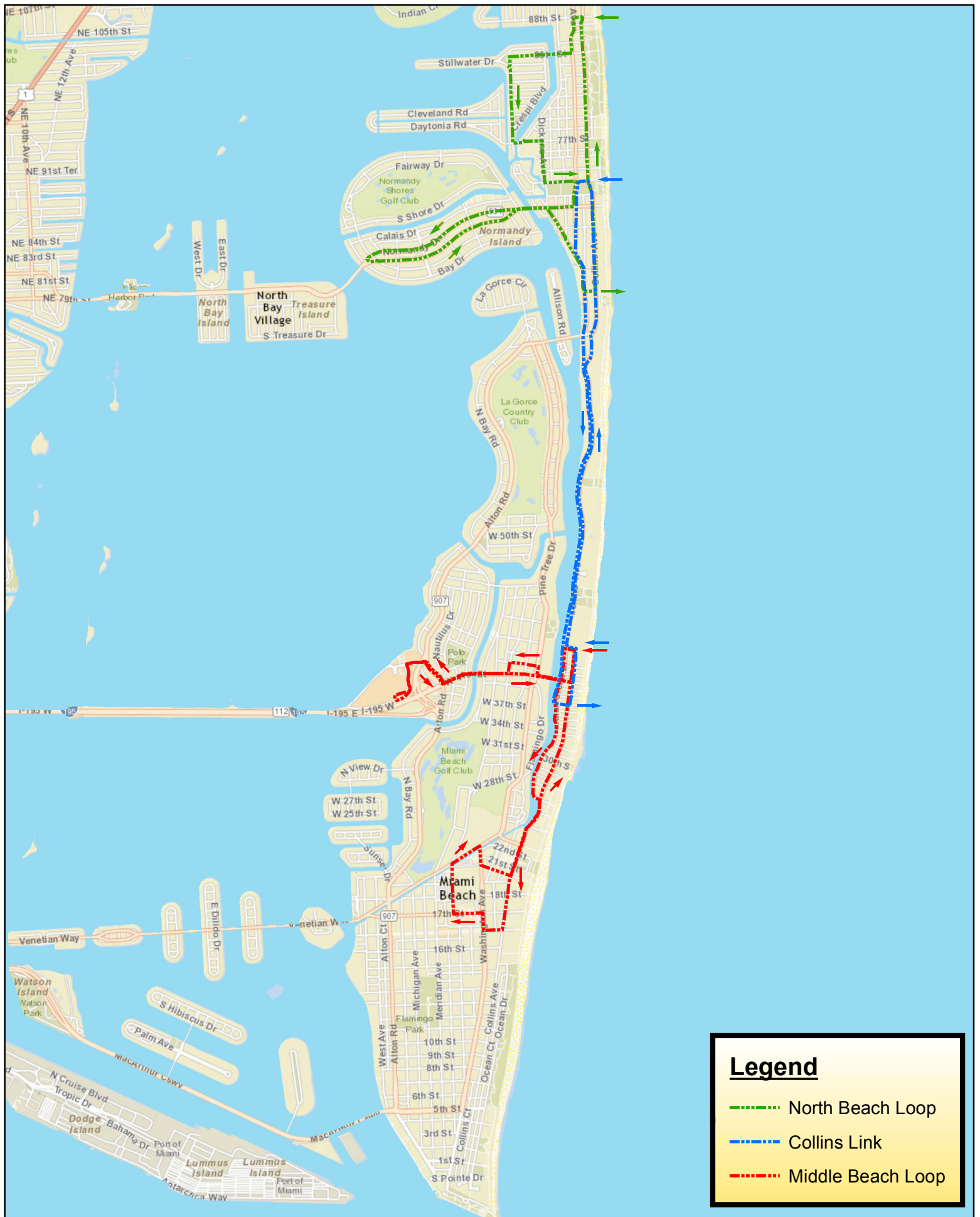


FIGURE 1



**Figure 1-
Middle Beach Routes and
North Beach Route Service Areas**



FIGURE 2



0 0.25 0.5
Miles

**Figure 2-
South Beach Trolley
Service Area**



EXHIBIT C

PERFORMANCE PENALTIES

CONTRACTOR acknowledges that **time is of the essence** with respect to CONTRACTOR's timely and continuous performance of the Services, and that upon failure of CONTRACTOR at any time during the Term to perform the Services within any time periods specified under this Agreement (including, without limitation, failing to timely and continuously comply with the required schedules and hours of operation for the Project), CONTRACTOR shall pay to the CITY the sums specifically set forth herein. Performance Penalties are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of the CONTRACTOR's failure to meet the minimum performance standards set forth in Exhibit A and the resulting deterioration in service, and both parties desiring to obviate any question of dispute concerning the amounts of said damages. The CITY shall have the right to deduct from and retain out of moneys which may be then due (or which may become due and payable), to CONTRACTOR, the amount of such Performance Penalties, and the CONTRACTOR shall pay in full such Performance Penalties.

The CONTRACTOR shall take all reasonable actions requested by the CITY to promptly correct any deficiencies in performance. Upon determination by the CITY of a failure to meet an established performance measure, a written notification will be delivered to the CONTRACTOR's home office, with a copy to its local Project Manager. Performance Penalties will not be applied without the CONTRACTOR receiving a written notice specifying the issue and detailing the time and nature of the occurrence.

In the event that the CONTRACTOR fails to meet any performance standard established under this Agreement, adjustments in the CITY payment to the CONTRACTOR will be made as described below. **The cumulative amount paid by the CONTRACTOR for performance penalties shall not exceed \$650 per day upon commencement of Middle Beach Loop (based on a cumulative total of ten vehicles in operation per day); \$1,000 per day upon commencement of Collins Link (based on a cumulative total of fifteen vehicles in operation per day) and \$1,500 per day (based on a cumulative total of twenty five vehicles in operation per day (all loops in operation)).**

1. *Uniforms:*

- \$50 per Recorded Event (First Event)
- \$100 per Recorded Event (Any Event Thereafter within a one month period)
- Drivers shall be properly uniformed and groomed, 100% of the time. Driver shall wear the CITY approved uniform at all times.

2. *Service Interruption Reporting Requirements (failure to submit clear and accurate written reports within 24 hours after a service interruption occurs):*

- \$250 per recorded omission (Any case in excess of one report omission per month)

3. *Monthly Reporting Requirements [failure to submit clear and accurate monthly reports (Including but not limited to Ridership Reports, Service Miles Reports and Service Hours Reports):*

- \$250 per recorded omission (Any case in excess of one event per year)

4. **Graffiti/Tagging:**

- \$100 per recorded Event (Any case in excess of twenty-four hours of reported issues being unresolved)

5. **GPS Malfunction or Omission:**

- \$200 per recorded event (Any case in excess of one day without tracking services per month, unless due to a major natural disaster/emergency)

6. **Wi-Fi Malfunction or omission:**

- \$200 per recorded event (Any case in excess of one day without tracking services per month, unless due to a major natural disaster/emergency)

7. **Two-Way Radio Malfunction or omission:**

- \$250 per recorded event (Any case in excess of one driver shift (AM or PM) without radio communication between drivers per month)

8. **Surveillance Cameras Malfunction:**

- \$100 per recorded event (Any case in excess of one day without video surveillance or one failure to provide video feedback within 24 hours of request per month, unless due to a major natural disaster/emergency)

9. **Sanitation:**

- \$100 per recorded Event (Any case in excess of one event per month)

10. **Safety:**

- \$100 per recorded Event (Any case in excess of one traffic citation)
- CONTRACTOR shall report all traffic citation incidents within three (3) days of citation date. Failure to report citations to the CITY shall result in doubling the penalty amount to \$200 for each citation that is not reported on a timely basis.

11. **Reliability:**

- 95% on-time performance (no more than 5 minutes late at any stop location).
- Fee will be \$100 per event (in excess of the above). Specific procedures to collect supporting data will be set during contract start-up.

EXHIBIT D-1

AMORTIZATION SCHEDULE FOR HIGH-FLOOR TROLLEY VEHICLES

D - 1 Amortization Schedule- North Beach Trolley
Total Cost of Vehicles - \$892,007.28
Amortization Period - 5 Years

	Monthly Amortization	Unamortized Costs
		892,007.28
1	14,866.79	877,140.49
2	14,866.79	862,273.70
3	14,866.79	847,406.92
4	14,866.79	832,540.13
5	14,866.79	817,673.34
6	14,866.79	802,806.55
7	14,866.79	787,939.76
8	14,866.79	773,072.98
9	14,866.79	758,206.19
10	14,866.79	743,339.40
11	14,866.79	728,472.61
12	14,866.79	713,605.82
13	14,866.79	698,739.04
14	14,866.79	683,872.25
15	14,866.79	669,005.46
16	14,866.79	654,138.67
17	14,866.79	639,271.88
18	14,866.79	624,405.10
19	14,866.79	609,538.31
20	14,866.79	594,671.52
21	14,866.79	579,804.73
22	14,866.79	564,937.94
23	14,866.79	550,071.16
24	14,866.79	535,204.37
25	14,866.79	520,337.58
26	14,866.79	505,470.79
27	14,866.79	490,604.00
28	14,866.79	475,737.22
29	14,866.79	460,870.43
30	14,866.79	446,003.64
31	14,866.79	431,136.85
32	14,866.79	416,270.06
33	14,866.79	401,403.28
34	14,866.79	386,536.49
35	14,866.79	371,669.70
36	14,866.79	356,802.91
37	14,866.79	341,936.12
38	14,866.79	327,069.34
39	14,866.79	312,202.55
40	14,866.79	297,335.76
41	14,866.79	282,468.97
42	14,866.79	267,602.18
43	14,866.79	252,735.40
44	14,866.79	237,868.61
45	14,866.79	223,001.82
46	14,866.79	208,135.03
47	14,866.79	193,268.24
48	14,866.79	178,401.46
49	14,866.79	163,534.67
50	14,866.79	148,667.88
51	14,866.79	133,801.09
52	14,866.79	118,934.30
53	14,866.79	104,067.52
54	14,866.79	89,200.73
55	14,866.79	74,333.94
56	14,866.79	59,467.15
57	14,866.79	44,600.36
58	14,866.79	29,733.58
59	14,866.79	14,866.79
60	14,866.79	0.00

EXHIBIT D-2

**AMORTIZATION SCHEDULE FOR HIGH-FLOOR MODIFIED/KNEELING
TROLLEY VEHICLES**

D - 2 Amortization Schedule - Middle Beach Trolleys**\$187,147.24 Price per Vehicle (\$176,554 plus Sales Tax of \$10,593.24)****Financing Terms - 5 Year Note - 4% Fixed Interest Rate - 7 Year Amort.**

Payment Number	Monthly Payment	Interest Payment	Principal Payment	Principal Balance
				187,147.24
1	(\$2,558.08)	623.82	(1,934.26)	185,212.98
2	(\$2,558.08)	617.38	(1,940.70)	183,272.28
3	(\$2,558.08)	610.91	(1,947.17)	181,325.11
4	(\$2,558.08)	604.42	(1,953.66)	179,371.45
5	(\$2,558.08)	597.90	(1,960.17)	177,411.27
6	(\$2,558.08)	591.37	(1,966.71)	175,444.56
7	(\$2,558.08)	584.82	(1,973.26)	173,471.30
8	(\$2,558.08)	578.24	(1,979.84)	171,491.46
9	(\$2,558.08)	571.64	(1,986.44)	169,505.02
10	(\$2,558.08)	565.02	(1,993.06)	167,511.96
11	(\$2,558.08)	558.37	(1,999.71)	165,512.25
12	(\$2,558.08)	551.71	(2,006.37)	163,505.88
13	(\$2,558.08)	545.02	(2,013.06)	161,492.82
14	(\$2,558.08)	538.31	(2,019.77)	159,473.05
15	(\$2,558.08)	531.58	(2,026.50)	157,446.54
16	(\$2,558.08)	524.82	(2,033.26)	155,413.29
17	(\$2,558.08)	518.04	(2,040.04)	153,373.25
18	(\$2,558.08)	511.24	(2,046.84)	151,326.42
19	(\$2,558.08)	504.42	(2,053.66)	149,272.76
20	(\$2,558.08)	497.58	(2,060.50)	147,212.26
21	(\$2,558.08)	490.71	(2,067.37)	145,144.88
22	(\$2,558.08)	483.82	(2,074.26)	143,070.62
23	(\$2,558.08)	476.90	(2,081.18)	140,989.44
24	(\$2,558.08)	469.96	(2,088.11)	138,901.33
25	(\$2,558.08)	463.00	(2,095.07)	136,806.25
26	(\$2,558.08)	456.02	(2,102.06)	134,704.20
27	(\$2,558.08)	449.01	(2,109.07)	132,595.13
28	(\$2,558.08)	441.98	(2,116.10)	130,479.03
29	(\$2,558.08)	434.93	(2,123.15)	128,355.88
30	(\$2,558.08)	427.85	(2,130.23)	126,225.66
31	(\$2,558.08)	420.75	(2,137.33)	124,088.33
32	(\$2,558.08)	413.63	(2,144.45)	121,943.88
33	(\$2,558.08)	406.48	(2,151.60)	119,792.28
34	(\$2,558.08)	399.31	(2,158.77)	117,633.51
35	(\$2,558.08)	392.11	(2,165.97)	115,467.54
36	(\$2,558.08)	384.89	(2,173.19)	113,294.35
37	(\$2,558.08)	377.65	(2,180.43)	111,113.92
38	(\$2,558.08)	370.38	(2,187.70)	108,926.22
39	(\$2,558.08)	363.09	(2,194.99)	106,731.23

40	(\$2,558.08)	355.77	(2,202.31)	104,528.92
41	(\$2,558.08)	348.43	(2,209.65)	102,319.27
42	(\$2,558.08)	341.06	(2,217.02)	100,102.26
43	(\$2,558.08)	333.67	(2,224.41)	97,877.85
44	(\$2,558.08)	326.26	(2,231.82)	95,646.03
45	(\$2,558.08)	318.82	(2,239.26)	93,406.77
46	(\$2,558.08)	311.36	(2,246.72)	91,160.05
47	(\$2,558.08)	303.87	(2,254.21)	88,905.84
48	(\$2,558.08)	296.35	(2,261.73)	86,644.11
49	(\$2,558.08)	288.81	(2,269.27)	84,374.84
50	(\$2,558.08)	281.25	(2,276.83)	82,098.01
51	(\$2,558.08)	273.66	(2,284.42)	79,813.59
52	(\$2,558.08)	266.05	(2,292.03)	77,521.56
53	(\$2,558.08)	258.41	(2,299.67)	75,221.89
54	(\$2,558.08)	250.74	(2,307.34)	72,914.55
55	(\$2,558.08)	243.05	(2,315.03)	70,599.52
56	(\$2,558.08)	235.33	(2,322.75)	68,276.77
57	(\$2,558.08)	227.59	(2,330.49)	65,946.28
58	(\$2,558.08)	219.82	(2,338.26)	63,608.02
59	(\$2,558.08)	212.03	(2,346.05)	61,261.97
60	(61,466.17)	204.21	(61,261.97)	-

EXHIBIT D-3

AMORTIZATION SCHEDULE FOR NEW LOW-FLOOR TROLLEY VEHICLES

DRAFT

D-3 Low-Floor Vehicle**Amortization Schedule****\$324,950.16 Price per Vehicle (\$306,556.75 plus Sales Tax of \$18,393.41)****Financing Terms - 5 Year Note - 4.25% Fixed Interest Rate - 7 Year Amort.**

Payment Number	Monthly Payment	Interest Payment	Principal Payment	Principal Balance
				324,950.16
1	(\$4,516.86)	1,150.87	(3,365.99)	321,584.17
2	(\$4,516.86)	1,138.94	(3,377.92)	318,206.25
3	(\$4,516.86)	1,126.98	(3,389.88)	314,816.37
4	(\$4,516.86)	1,114.97	(3,401.88)	311,414.49
5	(\$4,516.86)	1,102.93	(3,413.93)	308,000.55
6	(\$4,516.86)	1,090.84	(3,426.02)	304,574.53
7	(\$4,516.86)	1,078.70	(3,438.16)	301,136.37
8	(\$4,516.86)	1,066.52	(3,450.33)	297,686.03
9	(\$4,516.86)	1,054.30	(3,462.55)	294,223.48
10	(\$4,516.86)	1,042.04	(3,474.82)	290,748.66
11	(\$4,516.86)	1,029.73	(3,487.12)	287,261.54
12	(\$4,516.86)	1,017.38	(3,499.48)	283,762.06
13	(\$4,516.86)	1,004.99	(3,511.87)	280,250.19
14	(\$4,516.86)	992.55	(3,524.31)	276,725.89
15	(\$4,516.86)	980.07	(3,536.79)	273,189.10
16	(\$4,516.86)	967.54	(3,549.31)	269,639.78
17	(\$4,516.86)	954.97	(3,561.89)	266,077.90
18	(\$4,516.86)	942.36	(3,574.50)	262,503.40
19	(\$4,516.86)	929.70	(3,587.16)	258,916.24
20	(\$4,516.86)	917.00	(3,599.86)	255,316.37
21	(\$4,516.86)	904.25	(3,612.61)	251,703.76
22	(\$4,516.86)	891.45	(3,625.41)	248,078.35
23	(\$4,516.86)	878.61	(3,638.25)	244,440.10
24	(\$4,516.86)	865.73	(3,651.13)	240,788.97
25	(\$4,516.86)	852.79	(3,664.07)	237,124.90
26	(\$4,516.86)	839.82	(3,677.04)	233,447.86
27	(\$4,516.86)	826.79	(3,690.07)	229,757.79
28	(\$4,516.86)	813.73	(3,703.13)	226,054.66
29	(\$4,516.86)	800.61	(3,716.25)	222,338.41
30	(\$4,516.86)	787.45	(3,729.41)	218,609.00
31	(\$4,516.86)	774.24	(3,742.62)	214,866.38
32	(\$4,516.86)	760.99	(3,755.87)	211,110.50
33	(\$4,516.86)	747.68	(3,769.18)	207,341.33
34	(\$4,516.86)	734.33	(3,782.53)	203,558.80
35	(\$4,516.86)	720.94	(3,795.92)	199,762.88
36	(\$4,516.86)	707.49	(3,809.37)	195,953.51
37	(\$4,516.86)	694.00	(3,822.86)	192,130.66
38	(\$4,516.86)	680.46	(3,836.40)	188,294.26
39	(\$4,516.86)	666.88	(3,849.98)	184,444.27
40	(\$4,516.86)	653.24	(3,863.62)	180,580.66

41	(\$4,516.86)	639.56	(3,877.30)	176,703.35
42	(\$4,516.86)	625.82	(3,891.04)	172,812.32
43	(\$4,516.86)	612.04	(3,904.82)	168,907.50
44	(\$4,516.86)	598.21	(3,918.65)	164,988.86
45	(\$4,516.86)	584.34	(3,932.52)	161,056.33
46	(\$4,516.86)	570.41	(3,946.45)	157,109.88
47	(\$4,516.86)	556.43	(3,960.43)	153,149.45
48	(\$4,516.86)	542.40	(3,974.46)	149,175.00
49	(\$4,516.86)	528.33	(3,988.53)	145,186.46
50	(\$4,516.86)	514.20	(4,002.66)	141,183.81
51	(\$4,516.86)	500.03	(4,016.83)	137,166.97
52	(\$4,516.86)	485.80	(4,031.06)	133,135.91
53	(\$4,516.86)	471.52	(4,045.34)	129,090.58
54	(\$4,516.86)	457.20	(4,059.66)	125,030.91
55	(\$4,516.86)	442.82	(4,074.04)	120,956.87
56	(\$4,516.86)	428.39	(4,088.47)	116,868.40
57	(\$4,516.86)	413.91	(4,102.95)	112,765.45
58	(\$4,516.86)	399.38	(4,117.48)	108,647.97
59	(\$4,516.86)	384.79	(4,132.06)	104,515.90
60	(104,886.06)	370.16	(104,515.90)	-