

**AMENDMENT NO. 12 TO THE AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
LIMOUSINES OF SOUTH FLORIDA, INC.
FOR THE TURN-KEY OPERATIONS AND MAINTENANCE SERVICES OF A MUNICIPAL TROLLEY
SYSTEM FOR THE CITY OF MIAMI BEACH**

This Amendment No. 12 to the Agreement, dated May 8, 2014, between the City of Miami Beach, Florida and Limousines of South Florida, Inc, for Turn-Key Operations and Maintenance Services of a Municipal Trolley System for the City of Miami Beach (the Agreement) is made and entered into this ____ day of _____, 2022, (Effective Date).

WHEREAS, on April 30, 2014, the City Commission approved the award of Invitation to Bid (ITB) No. 2014-154-SR for Turn-Key Trolley Operations and Maintenance Services to Limousines of South Florida, Inc. (LSF or CONTRACTOR); and

WHEREAS, on May 8, 2014, the CITY and LSF executed the Agreement; 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 October 6, 2014, the CITY and CONTRACTOR executed Amendment No. 1; 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 March 24, 2015, the CITY and CONTRACTOR executed Amendment No. 2; 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 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 (New Modified 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 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 New Modified trolley vehicles; and

WHEREAS, on January 14, 2016, the CITY and CONTRACTOR executed Amendment No. 3; and

WHEREAS, on July 20, 2016, the Mayor and City Commission adopted Resolution No. 2016-29519, accepting the recommendation of the City Manager and waiving, by 5/7th vote, the competitive bidding requirement, finding such waiver to be in the best interest of the CITY, and approving, in substantial form, Amendment No. 4 to the Agreement, 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; authorizing 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; authorizing 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

WHEREAS, Amendment No. 4 to the Agreement was executed on March 29, 2017; and

WHEREAS, on May 17, 2017, the Mayor and City Commission adopted Resolution No. 2017-29873, approving and authorizing the City Manager and City Clerk to execute Amendment No. 5 to the Agreement; approving the replacement of the Collins Link route alignment with the Collins Express route, at no additional cost to the CITY, to provide more direct intracity connectivity between Washington Avenue/Lincoln road and 88 Street; and

WHEREAS, Amendment No. 5 to the Agreement was executed on October 26, 2017; and

WHEREAS, the routes rolled-out their services as follows:

- (1) Middle Beach Loop rolled-out its services on November 22, 2016 with six (6) New Modified trolley vehicles.
- (2) the Collins link rolled-out its services on December 22, 2016 with five (5) New Modified trolley vehicles and ended its services on October 31, 2017, with the Collins Express replacing the Collins Link on November 1, 2017.
- (3) the North Beach Loop rolled-out its services on January 9, 2017 with three (3) New Modified trolley vehicles and one (1) high-floor trolley vehicle; and
- (4) the South Beach route rolled out its services on November 20, 2017 with ten (10) Low-Floor trolley vehicles.

WHEREAS, on October 18, 2017, the Mayor and City Commission adopted Ordinance No. 2017-4143, amending certain provisions of the City Living Wage Ordinance as codified in Sections 2-407 through 2-410 of the City Code or the Ordinance; and

WHEREAS, Amendment No. 6 to the Agreement reflecting the impact of the Living Wage ordinance was executed on December 4, 2018; and

WHEREAS, on January 16, 2019, the Mayor and the City Commission adopted Resolution No. 2019-30687, approving, in substantial form, Amendment No. 7 to the Agreement; said amendment including the following modifications: (1) adding one (1) used high-floor trolley vehicle to the CITY's trolley fleet to be used as a spare only; (2) permitting the operation of all trolley vehicle types (high-floor, modified high-floor/kneeling or low-floor) along any of the CITY's trolley routes, as needed, to ensure proper service coverage; and (3) modifying other miscellaneous provisions of the Agreement to address the current operating conditions of the trolley services, which include updating the trolley routes, establishing a new On-Time Performance goal of 85% for all trolley routes, and clarifying the language for determining fuel charge adjustments and performance penalties; and

WHEREAS, Amendment No. 7 to the Agreement was executed on March 15, 2019; and

WHEREAS, on September 25, 2019, the Mayor and the City Commission adopted Resolution No. 2019-31000 approving Amendment No. 8 to the Agreement; said amendment, adding, at no additional cost to the CITY, one (1) used 2006 high-floor trolley vehicle in the CITY's trolley fleet, to be used solely as a spare; and

WHEREAS, on March 26, 2020, in response to the Coronavirus Disease 2019 (COVID-19) pandemic, the CITY suspended all trolley service (commencement of "Suspension Period"); and

WHEREAS, on July 29, 2020, the Mayor and City Commission adopted Resolution No. 2020-31373, authorizing the Administration to negotiate Amendment No. 9 to the Agreement, said amendment: (1) approving the temporary use of the CITY trolley fleet by Miami-Dade County, Florida during any periods of suspension of trolley services; and (2) approving new rates for operation during reduced levels of service; and

WHEREAS, Amendment No. 9 to the Agreement was executed on August 19, 2020; and

WHEREAS, on October 14, 2020, the Mayor and the City Commission adopted Resolution No. 2020-31459, accepting the recommendation of the Neighborhood and Quality of Life Committee, at its February 3, 2020 meeting, to modify the South Beach Trolley route, and waiving, by 5/7th vote, the formal competitive bidding requirement, finding such waiver to be in the CITY's best interest, and approving, in substantial form, Amendment No. 10 to the Agreement, dated May 8, 2014, between the CITY and Limousines of South Florida, Inc, for turn-key operations and maintenance services of a municipal trolley system for the City of Miami Beach; said amendment (1) approving a Term Extension Formula, in lieu of paying LSF for any unrecovered fixed costs, incurred during the Suspension Period; (2) approving the new service plan for South Beach; (3) authorizing the City Manager to make operational changes to the Agreement, including approving the purchase and use of replacement trolley vehicles (even if older than the year 2016); provided such administrative changes do not increase the annual operating cost of the CITY's trolley service; and (4) modifying other miscellaneous provisions of the Agreement; and

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WHEREAS, Amendment No. 10 to the Agreement was executed on December 21, 2020; and

WHEREAS, on September 16, 2020, the Mayor and City Commission adopted Resolution No. 2020-31399, accepting the recommendation of the Finance and Economic Resiliency Committee to increase the living wage rate by one percent, to no less than \$11.90 per hour with health care benefits of at least \$3.25 per hour, or \$15.15 per hour without health care benefits, for the calendar year 2021, and delegating to the City Manager the authority to execute any contract amendments memorializing the one percent increase to the living wage rate; and

WHEREAS, Amendment No. 11 to the agreement reflects the impact of the Living Wage ordinance and further clarifies certain references in the Agreement referring to “scheduled service hours” and “service hours”, in connection with the calculation of the applicable fixed hourly rate for trolley services provided to the City, as well as the calculation of the Term Extension Formula; and

WHEREAS, Amendment No. 11 to the Agreement was executed on July 8, 2021; and

WHEREAS, pursuant to Amendment No. 10 to the Agreement and Term Extension Formula, on October 28, 2021, the City issued a letter to LSF confirming extension of the Term of the Agreement through August 19, 2023, for all routes; and

WHEREAS, the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No.10, and Amendment No. 11 shall be collectively referred to herein as the “Agreement”; and

WHEREAS, on April 6, 2022 the Mayor and City Commission approved via Resolution No. _____, in substantial form, Amendment No. 12 to the Agreement, dated May 8, 2014, between the CITY and LSF, for turn-key operations and maintenance services of a municipal trolley system for the City of Miami Beach; said amendment: (1) reimbursing LSF for performance penalties assessed from May through September of 2021, due to inconsistencies in the data used to calculate the penalties; (2) reducing on-time performance/headway regularity goal for the reduced levels of trolley service from 85% to 80% retroactive to October 1, 2021; (3) adding a schedule-based service option, which may be implemented at the City Manager’s discretion; and (4) approving use of Swiftly, INC services by LSF thorough the end of the contract term, at no cost to the CITY, as an additional vendor for monitoring, analyzing and managing system performance; and (5) modifying other miscellaneous provisions of the Agreement; and further authorized the City Manager and City Clerk to execute the final negotiated 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. **ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS.**

The Contract is hereby modified as follows:

- a) Exhibit A to the Agreement, entitled "Scope of Services (THE SERVICES)", is hereby deleted in its entirety and replaced with the attached Exhibit A.
- b) Exhibit C to the Agreement, entitled "Performance Penalties" is hereby deleted and in its entirety and replaced with the attached Exhibit C.
- c) Exhibit F to the Agreement, entitled "Procedure/Methodology for calculating On-Time Performance (OTP) of the CITY's trolley service" is hereby deleted and in its entirety and replaced with the attached Exhibit F.
- d) Exhibit G to the Agreement, entitled "Operating Schedule(s)" is being added to the agreement.

3. **RATIFICATION.**

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 12 to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Alina T. Hudak, City Manager

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 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); one route in the Middle Beach area (Middle Beach Loop); one route connecting the North, Middle and South Beach (Collins Express), 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 Loop, Collins Express 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 fleet shall have a total of thirty-three (33) trolley vehicles, including trolley vehicles used as spares. Notwithstanding the foregoing, the City Manager, on behalf of the CITY, reserves the right to increase or decrease the number of trolley vehicles in operation, reassign the trolley vehicles between Trolley Service Areas, and/or purchase replacement trolley vehicles (even if older than the year 2016), as deemed necessary, in the City Manager's sole discretion; provided, however, that any such administrative modifications to the City's fleet does not cause an increase in the annual operating costs under this Agreement. In connection to any reassignment of the trolley vehicles, the City Manager has authority to modify the headways for any affected Trolley Service Area. Depending on number of vehicles in service, the average headways/service frequency along routes shall be as depicted in Table 1 below:

Table 1:

Route/Loop Name	Number of vehicles in service	Average headway/service frequency goal (min)
South Beach Loop A	6	11
	5	13
	4	16
	3	22
South Beach Loop B	6	13
	5	16
	4	20
	3	26
Middle Beach Loop	5	15
	4	20
	3	26
Collins Express	7	13
	6	15
	5	18
	4	23
	3	30
North Beach Loop	4	15
	3	20
	2	30

CONTRACTOR shall ensure that every effort is taken to repair vehicles quickly, enabling for primarily Low-Floor vehicles to be used on the South Beach Route. Under exigent circumstances, to enable for proper service coverage, high-floor vehicles can be used along the South Beach Route, however, as soon as a Low-Floor vehicle is made available, it should replace a high-floor vehicle operating along the South Beach Route. Conversely, Low-Floor vehicles can only be used on loops other than the South Beach Route (i.e. North Beach Loop, Collins Express, and Middle Beach Loop) if absolutely necessary to maintain service coverage on those loops and subject to the conditions described above.

b. Description of Routes for each Trolley Service Area.

1. The North Beach Loop extends from 65th Street on the south side to 88th 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 7-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 Express provides connection between the North Beach Loop, Middle Beach Loop and the South Beach Route. The service operates from 88th Street to Washington Avenue/Lincoln Road along Collins Avenue, Harding Avenue, Indian Creek Drive and 17th Street. Collins Express trolley service is intended to reduce the number of transfers required to travel between North Beach, Middle Beach, and South Beach as well as travel times, thereby resulting in a quicker and more attractive and efficient intracity trolley service.

4. The South Beach Route consist of (2) distinct loops: 1) "Loop A" operating in a clockwise direction; 2) "Loop B" operating in a counterclockwise direction. Service extends from South Pointe Drive to the South to 23rd Street to the North, Washington Avenue and Collins Avenue to the East, and Belle Isle to the West.

5. Operating days, hours and number of vehicles in service may vary on a monthly basis. As depicted in Table 1 of Section 3(a), service frequency will vary depending on number of vehicles in service along routes.

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 map frames (approximately 21x21 in size) 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.

Except as to certain exceptions (delineated below)¹, 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.** 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 New Modified 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 Services. 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 or performing Services.**
 - 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.

¹ Pursuant to Amendment No.8, LSF assumed the cost to purchase and maintain Optional Equipment for an additional spare vehicle, and pursuant to Amendment No.10, LSF assumed full replacement and installation costs for a replacement vehicle, including the Optional Equipment, relating to a fire loss.

- 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 72 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).
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.

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 operate and manage the vehicles free from any penalties which may be imposed on the CITY by local, state, and federal agencies, 100% of the time.

Reliability:

- 85% on-time performance/headway regularity -for routes operating headways of 20 minutes or less and 80% for routes operating headways of more than 20 minutes- (no more than 5 minutes late as compared to average headway goal to any pre-determined stop location mutually agreed between the CONTRACTOR and the

CITY) ~~for all trolley routes South Beach Loops A, and B, Middle Beach Loop, Collins Express and North Beach Loop. The above on-time performance goal applies to scheduled based service as schedule translates into headway. For example, if schedule calls for serving stop "A" at 9:00AM and 9:15AM, that translates into 15-minute headway.~~

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. Two-way radios shall have separate frequencies enabling dispatchers to communicate to individual routes, rather than communicating to all vehicles in the CITY fleet, unless needed in emergencies.

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.

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.**

A. 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.

B. Vehicle Cleaning, Safety Guidelines and Precautions in Response to Covid-19 (Corona Virus).

Commencing as of the Effective Date of Amendment No. 10, and in addition to the requirements set forth in the preceding Subsection (a), CONTRACTOR shall be responsible for providing its agents, staff, employees, and independent contractors who perform Services on behalf of CONTRACTOR under this Agreement with all personal protective equipment such as gloves, masks, face shields, hand sanitizers, etc., and ensure use of such equipment by its agents, staff, employees, and independent contractors who perform Services under this Agreement, particularly those who come in close contact with public.

The CONTRACTOR shall work closely with the City in exhausting every reasonable effort to keep the trolleys sanitized during service hours. The CONTRACTOR's staff shall sanitize high touch areas, such as door handles, handholds, pull cords, seats, after completion of each run/loop, during service hours. The CITY will provide the CONTRACTOR with disinfecting solution, spray bottles and paper towels (as applicable) which CONTRACTOR will distribute to its employees to sanitize vehicles after each run, unless otherwise directed by the CITY. In case the CITY elects to enhance vehicle disinfecting efforts, the CONTRACTOR shall work closely with the CITY to accommodate such effort which may result in longer vehicle layovers at selected stops.

The CITY may elect to provide hand sanitizing solution and dispensers to be installed in vehicles for passengers to use on board of the vehicles during service hours. Such dispensers and solution

will be provided by the CITY to the CONTRACTOR. The CONTRACTOR is required to refill as needed hand sanitizer dispensers on board the buses, ensuring hand sanitizing solution is always available on board of the vehicle for passengers to use (as long as supplies are provided by the CITY and available).

The CONTRACTOR is required to conduct deep cleaning/sanitizing of each vehicle when the vehicle returns to the garage before next departure, using materials that meet the Environmental Protection Agency (EPA) guidelines for COVID-19.

The CONTRACTOR is responsible to protect and preserve the product the CITY provides for sanitizing of the vehicles and for passenger on board of the vehicles. CONTRACTOR shall maintain daily logs for tracking product use. The CONTRACTOR shall provide a dedicated area for product storage within its facility preferably in location equipped with security cameras.

The CITY reserves the right to conduct monitoring of the service with goal of ensuring CONTRACTOR and its staff perform vehicle disinfection in accordance to the frequency and guidance provided by the CITY, provide hand sanitizing solution for use by passengers and operators are using personal protective equipment as directed.

To ensure the safety of our operators and passengers aboard the City of Miami Beach trolley, the following precautions shall be followed, as warranted:

- CONTRACTOR is required to conduct daily health screening check point, including taking employee temperature, and maintaining log of all employees entering the workplace
- CONTRACTOR shall encourage sick employees to stay home
- CONTRACTOR shall provide employees with where to find accurate information about COVID-19, its symptoms, and how it spreads
- CONTRACTOR shall provide to, and require from, each operator to wear face masks. Clear face shield for protection may be required in tandem with masks
- CONTRACTOR shall educate operators to avoid close contact with customers by:
 - Keeping a distance of at least 6 feet from customers
 - Kindly asking customers to handle their own personal bags and belongings during pick-up and drop-off, unless passengers are unable to do so without assistance
- CONTRACTOR shall educate operators to avoid using the recirculated air option for the vehicle HVAC system
- To provide for social distancing, vehicle capacity may be limited, as directed by the CITY
- Passengers are required to wear a facial mask or a facial covering at all times, as directed by the CITY
- Passengers are to follow social distancing by sitting or standing 6' apart including when waiting to board, boarding and disembarking vehicles. Operators are required to kindly ask riders to follow social distancing guidelines
- Passengers boarding the trolley must wait for passengers on-board to exit before entering

Signage will be posted on board of the vehicles advising passengers of requirements to wear facial mask or a facial covering while aboard trolleys as well as encouraging riders to conform to the CDC recommended prevention and hygiene applications that have been commonly reported

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.
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, national origin, sex, age, disability, religion, income or familial status. Additionally, CONTRACTOR shall comply with City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, or public services, on the basis of actual or perceived race, color, national origin, religion, sex, intersexuality, sexual orientation, gender identity, familial and marital status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, political affiliation, 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.
- 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/E-mail Report: The CITY shall be notified via e-mail or via phone, promptly followed by an e-mail to the CITY's Transportation Operations Supervisor, as to any change of vehicle and/or driver, special runs, interruption of service due to inclement weather, out-of-service vehicles, emergencies and accidents. Field 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 field supervisor shall notify the CITY in writing, via e-mail to the CITY's Transportation Operations Supervisor. 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), 1688 Meridian Avenue, suite #801, Miami Beach, FL 33139, unless changed by notice in writing by the CITY. 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.

28. **E-VERIFY**

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all new employees hired by the CONTRACTOR. It is the responsibility of the CONTRACTOR to ensure compliance with E-Verify requirements. The CONTRACTOR shall retain the I-9 Forms for inspection.

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 this Agreement 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.

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 via email, with a copy to its local Project Manager at the time of invoice processing for services provided. 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. The CONTRACTOR shall take all reasonable actions requested by the CITY to promptly correct any deficiencies in performance.

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 \$1,500 per day (based on a cumulative total of twenty-five vehicles in operation per day (all loops in operation)). For the reduced service levels, cumulative amount paid by the CONTRACTOR for performance penalties shall not exceed \$60 per day per vehicle. For example, if service is operated with 15 vehicles, the cumulative amount paid by the CONTRACTOR for performance penalties shall not exceed \$900 per day.**

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. Drivers shall always wear the CITY approved uniform

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:**

- 85% on-time performance/headway regularity goal for routes operating headways of 20 minutes or less and 80% for routes operating headways of more than 20 minutes. In case of headway-based service headways that are 5 minutes longer than average headway goal to any pre-determined stop location mutually agreed between the CONTRACTOR and the CITY would be non-compliant. In case of schedule-based service, departures from any pre-determined stop location mutually agreed between the CONTRACTOR and the CITY more than 1 minute prior to scheduled departure will be treated as early and any departure more than 4 minutes behind the scheduled departure time will be treated as late departure, thus non-complaint, for all trolley routes: the South Beach Loops A and B, Middle Beach Loop, Collins Express, and North Beach Loop
- \$100 for each event that doesn't meet on-time performance goal. Exhibit F of the Agreement describes the agreed Procedure/Methodology for calculating On-Time Performance/Headway Regularity of the City's Trolley Service. In case of events which have a material impact upon traffic flow and headway performance of the trolley service, which are not part of regular reoccurring traffic congestion, such as roadway construction projects, long lasting lane closures, detours, vehicle cleaning in response to COVID-19 pandemic, staff shortages associated with COVID-19 pandemic or other

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similar events which are out of the reasonable control of the CONTRACTOR, the CONTRACTOR shall notify the City, in writing, within 24 hours of occurrence ("Documented Traffic Interruptions"). The City will use discretion when evaluating impacts of such conditions on service reliability.

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EXHIBIT F

PROCEDURE/METHODOLOGY FOR CALCULATING ON-TIME PERFORMANCE/HEADWAY REGULARITY OF THE CITY'S TROLLEY SERVICE

For the purpose of evaluating OTP/headway regularity of each individual route, the following headway and OTP/headway regularity goals will be used, depending on number of vehicles in service:

Route/Loop Name	Number of vehicles in service	Average headway/service frequency goal (min)	Service headway allowing 5-min late arrival/departure to/from the stop	OTP/headway regularity goal
South Beach Loop A	6	11	16	85%
	5	13	18	
	4	16	21	80%
	3	22	27	
South Beach Loop B	6	13	18	85%
	5	16	21	
	4	20	25	80%
	3	26	31	
Middle Beach Loop	5	15	20	85%
	4	20	25	
	3	26	31	80%
Collins Express	7	13	18	85%
	6	15	20	
	5	18	23	80%
	4	23	28	
North Beach Loop	3	30	35	85%
	4	15	20	
	3	20	25	80%
2	30	35		

Average headways and associated headway goals allowing for 5-min buffer that may not be covered in the table above will be calculated and applied using the same methodology in which route length, average operating speed and number of vehicles in service yields average headways.

To meet the specified OTP/headway regularity goal when providing headway-based service, the CONTRACTOR shall provide service to all pre-selected stops mutually agreed between the CITY and the CONTRACTOR by arriving no more than 5 minutes late as compared to the average headway goal for the given route. For example, for the South Beach Loop A, in case of 4 vehicles in service, the CONTRACTOR shall arrive at all pre-selected stops along the route within 21 minutes (16-minute headway + 5 minutes late) 85% of the time.

TSO Mobile web-based tool allows for analysis/reporting of various metrics including headway and On-Time Performance (OTP)/headway regularity. Utilizing "Stops Summary" under "Headway Report" for the specific stop, time period, route, and specified headway, report which contains number of visits to stop, and on-time performance at the stop among other information will be generated. When multiple stops are used for evaluation of OTP, a single value for

number of visits and OTP will be calculated by using average values for each of the stops being evaluated.

For example, utilizing the Headway Report, stop number 232 for the Middle Beach Loop yields 56 visits and 81% OTP. Utilizing the same report, stop 246 for the Middle Beach Loop yields 58 visits and 85% OTP. Average number of visits would be $(56+58)/2= 57$ and average OTP would be $(81+85)/2= 83\%$. Given that OTP in this example was calculated to be 83%, and number of visits at 57, it results in 47 visits $(0.83*57)$ conducted within specified goal of 25 minutes for this route, provided 4 vehicles are serving the route (20 minutes + 5 minutes late). Given that OTP/headway regularity goal of 85%, the number of visits needed to be in compliance with OTP/headway regularity standard is $0.85*57= 48$. Finally, difference between number of visits that would be compliant to OTP/headway regularity standard (48) and the actual number of visits within headway goal (47) results in 1 event that doesn't meet OTP/headway regularity goal. Exhibit C of the Agreement stipulates \$100 for each event that doesn't meet service reliability goal. The amount of penalties associated with this example would be one (1) event * \$100 = \$100. The same methodology for calculating OTP/headway regularity would be used in case alternative technology is installed/utilized in lieu of TSO Mobile.

In case of events which have a material impact upon traffic flow and headway performance of the trolley service, which are not part of regular reoccurring traffic congestion, such as roadway construction projects, long lasting lane closures, detours, vehicle cleaning in response to COVID-19 pandemic, staff shortages associated with COVID-19 pandemic or other similar events which are out of the reasonable control of vendor, the vendor shall notify the CITY#y of occurrence of such event and the CITY#y will use discretion when evaluating impacts of such conditions on service reliability. For example, if the Collins Express operates with 6 vehicles, to meet the specified OTP/headway regularity goal the CONTRACTOR shall arrive at all pre-selected stops along the route within 20 minutes (15-minute headway + 5 minutes late) 85% of the time. If, at the end of the month, the CITY#y determines that, due to qualified event (such is, for example, a detour associated with construction project along Collins Express route) achieved average headways over the month period were 15% or higher as compared to average headway goal during normal conditions, achieved average headways may be used for evaluation of OTP/headway regularity of the route for that month. In this particular case, that would mean that instead of using of (15-minute headway + 5 minutes late) 85% of the time, the CITY#y may use 17-minutes headway + 5 minute late when evaluating OTP/headway regularity of this route for this month. Similarly, if the achieved average headways along this route due to qualified event, for the above example, were 19 minutes, the CITY#y may be using 19-minute + 5 minutes when evaluating OTP/headway regularity of this route for that month.

As part of Amendment No. 12 to the Agreement, the CITY approved use of Swiftly, INC, services by the CONTRACTOR, through the end of the contract term, at no cost to the CITY, as an additional vendor for monitoring, analyzing and managing system performance. Swiftly's On-Time Performance module allows for analysis/reporting of various metrics including late, early and on-time, where on-time performance is defined by the number of departures that occurred within set definitions of "late," and "early." Additionally, Swiftly's web-based Headways module allows for analysis/reporting of various frequency-related metrics including Headway bunching and gapping, where headway performance is defined by the percentage of departures that occurred within set definitions of "expected," "bunched," and "gapped."

At the City Manager's discretion, the CONTRACTOR can operate a schedule-based service as an alternative. All schedules are subject to the CITY's review and approval. Any changes in

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service level or service span will require development of new schedules by the CONTRACTOR and will be subject to CITY's review and approval. Additionally, multiple schedules may need to be developed for the same service levels and spans due to seasonality in connection with traffic conditions and other factors. Once reviewed and approved by the CITY, schedule(s) will be included Administratively in the Agreement as part of new Exhibit G. Subject to the mutual agreement between the CITY and the CONTRACTOR, or a direction of the City Manager, the operation could change from schedule-based to headways-based service or vice-versa.

In case of schedule-based service, departures from any pre-determined stop location mutually agreed between the CONTRACTOR and the CITY more than 1 minute prior to scheduled departure will be treated as early and any departure more than 4 minutes behind the scheduled departure time will be treated as late departure, thus non-complaint.

OTP/headway regularity of each individual route will be evaluated by the CITY and associated reliability related penalties as stipulated in Exhibit C of the Agreement will be calculated and assessed by the City on a monthly basis.

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EXHIBIT G

OPERATING SCHEDULE(S)

Schedules are being developed by LSF. Once reviewed and approved by the CITY, schedules will be added to this Exhibit.

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