

**SPECIFICATIONS
COMMUNITY TRANSIT SERVICES**

This Agreement entered into between the Town of Bay Harbor Islands, Florida, a municipality existing under the law of the State of Florida, ("TOWN") and LSF Shuttle, Inc., a Florida corporation, ("CONTRACTOR").

WHEREAS, TOWN desires the services and facilities of CONTRACTOR for community transit services;

WHEREAS, CONTRACTOR desires to provide services and facilities to the TOWN for community transit services; and

WHEREAS, TOWN and CONTRACTOR have agreed upon the terms and condition pursuant to which the TOWN will contract for the service and facilities of CONTRACTOR, and the scope of the services to be provided by CONTRACTOR.

NOW THEREFORE, TOWN and CONTRACTOR agree as follows:

1. RECITALS: The above recitals are true, correct, and made a part of this Agreement.
2. SERVICES TO BE PROVIDED: CONTRACTOR agrees to provide to the TOWN, the following:

A. Purpose

The Town of Bay Harbor Islands, Florida desires to retain a professional transit firm to provide community transit services throughout the community and neighboring areas.

B. Scope of Services

The Town of Bay Harbor Islands, Florida desires to retain a CONTRACTOR to provide services as required under a services contract for the implementation, operation, and maintenance of a community transit service within the Town.

The successful CONTRACTOR shall provide a turnkey operation which will include the daily operation and on-going maintenance of the transit service which shall consist of one (1) ADA compliant, air conditioned bus to be used in regular route service consisting of fixed stops. Vehicles, equipment, personnel, etc., necessary to successfully operate the system, shall be provided by the CONTRACTOR. The proposed route is listed herein. The route is subject to change from time to time as determined solely by the Town of Bay Harbor Islands.

C. Scope of Work

1. CONTRACTOR shall implement, operate and maintain one (1) publicly available circulator route at no cost to the riders.
2. CONTRACTOR shall provide one (1) new No/Low Sulfur Diesel engine, air-conditioned bus ("Bus" or "Vehicle") for this contract.
3. CONTRACTOR shall provide passenger bus service to seat 15-20 passengers. The Bus is to be operated by a driver licensed in the State of Florida with a current commercial driver's license employed by the successful bidder.
4. "THE TOWN OF BAY HARBOR ISLANDS" and the Town's logo shall be painted on both sides and front of the Bus. The logo and lettering must always be maintained legible.
5. The Bus must at all times have space available for passengers to place groceries and packages.
6. The Bus must at all times be equipped with a wheelchair lift or equivalent accommodation in accordance with requirements of the Americans with Disabilities Act.
7. The Bus must be equipped with 2-way radio communications that are monitored from the time the bus leaves the vendor's complex to the time they return to the complex.
8. Service must be provided five (5) days each week, Monday through Friday from 9:00 a.m. to 5:00 p.m. There will be no service on Saturday and Sunday. In addition, no service will be provided for the following holidays:

Thanksgiving Day
Christmas Day
New Years Day
Memorial Day
Independence Day
Labor Day
9. CONTRACTOR shall operate this service with the following performance standards and goals, which include but are not limited to:
 - Average passenger wait time - maximum of five (5) minutes based on scheduled arrival time.
 - Reliability - Bus shall never depart a stop before its scheduled time.

D. Requirements of CONTRACTOR

1. CONTRACTORS interested in performing these services shall exhibit relevant experience with this type of service, and should emphasize both experience, and capability to meet the required schedule and capability of particular personnel who will actually supervise and perform the work.
2. Relevant experience, qualifications and past experience for similar services will be considered.
3. CONTRACTOR shall provide personnel (staff training, experience of operators, ability to address customer complaints, etc.).
4. Name of Driver must be properly displayed at all times within the bus.
5. CONTRACTOR shall comply with all federal, state, and county licensing requirements.
6. CONTRACTOR shall provide own facilities for housing and maintenance of vehicles.
7. CONTRACTOR shall have an ASE certified mechanic as part of their staff.
8. CONTRACTOR shall maintain records detailing daily ridership. This information shall be collected daily and submitted to the Town on a monthly basis by the 10th of each month.
9. CONTRACTOR shall have a supervisor on site in the event of any incident.
10. CONTRACTOR shall provide a Customer Service Phone number for complaints. This number shall be visible at all times with the bus. This number shall also be a Miami-Dade area code number or a Toll Free number. This number shall be staffed by someone qualified to handle complaints while the service is in operation.
11. CONTRACTOR shall handle all customer complaints and submit them to the Town with the daily ridership numbers by the 10th of each month.
12. CONTRACTOR shall provide a location in the vehicle where the Town may distribute and collect handouts, surveys, route schedules or other necessary information.

13. Gratuities of any sort, shall not be accepted, solicited or encouraged by the driver. Signs shall be posted in this regard.
14. No one shall be permitted to smoke, eat, drink or play a radio while in the vehicle.

E. Route

The Bus shall follow a route determined by the Town, that may change from time to time in the sole discretion of the Town, that will provide transportation to points within Bay Harbor Islands, Bal Harbour, Surfside, and North Miami (pursuant to the attached schedule). The Town shall provide notice of any necessity of changing the route due to road construction, repairs or detours within the Town. In the event that the Town decides to change/expand the route, both the Town and the successful bidder will negotiate any changes to the agreement at that time.

F. Maintenance

It shall be the CONTRACTOR's responsibility to maintain the vehicle, provide the necessary fuel, and storage of the Bus. In the event that the Bus becomes inoperative, the service provider shall provide a comparable bus of similar capacity and condition and shall maintain the same level of service. CONTRACTOR shall agree to cooperatively negotiate the issue of fuel with the Town should it be to the Town's advantage to provide fuel.

G. Vehicle Appearance/Inspections

1. The Vehicle in service is required to be clean, free of dents, scratches, or other damage, which may adversely affect the vehicle's appearance. The Vehicle shall also be free of mechanical problems that render the vehicle unsafe, excessively noisy or uncomfortable to ride in. The logos and lettering shall be maintained legible and free of dents, fading, scratches or other damage that may adversely affect the appearance.
2. The Vehicle shall be cleaned of debris inside at the end of each work day and inspected by the driver. The exterior and interior of the vehicle must be washed weekly at a minimum.
3. Windows of the Vehicle shall be clean at all times.
4. The Vehicle shall be swept daily and deodorized as necessary.

H. Staff Appearance

1. Vendor shall provide I.D. badges that are to be worn by staff daily.
2. A standard uniform (i.e. shirt, pants, shoes) shall be worn by all personnel while on duty.

I. Driver Standards

1. All drivers shall have must have a current, valid, Florida driver's license Class C with a passenger endorsement or better. Copies of this must be submitted by the awarded contract prior to commencement.
2. Driver shall be a licensed US driver for a minimum of three (3) years; read, write and understand fluent English and be at least 25 years old.
3. No driver shall be employed or remain employed if said driver has had three (3) or more moving violations within the last two years prior to application, have more than one moving violation within the last 12 months or a criminal record with any felony convictions (includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest).

J. Passenger Relations

1. Passengers shall receive prompt, friendly, courteous service and accurate information.
2. Passengers shall receive efficient service with a smile and a thank you.
3. Passengers shall be treated with respect and dignity, care and compassion.
4. Passengers should arrive and depart on time.
5. Passengers shall receive prompt answers to his/her questions.

K. Hurricane Plan

In the event of a hurricane and at the request of the Town, once an Evacuation Order is issued by Miami-Dade County, the successful bidder shall discontinue its daily route and will proceed to pick up Town residents and deliver them to Town Hall where they will be transported via Miami-Dade County Bus to an American Red Cross Shelter.

L. Site Inspections of Vendor Facility

An on-site inspection of the CONTRACTOR's facility should be anticipated from time to time throughout the term of this Agreement upon reasonable notice.

3. **INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the Town, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the CONTRACTOR'S performance or non-performance under the agreement, and from all actions of CONTRACTOR'S employees in the course of carrying out any business related to the agreement.

The CONTRACTOR shall maintain during the term of the agreement the following insurance coverage:

- (a) Public Liability insurance on a comprehensive basis not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- (b) Automobile Liability Insurance covering all owned, leased, rented or otherwise hired vehicles in amounts not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- (c) Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.

The TOWN shall be named as an additional insured on the insurance policies required under subsections (a) and (b) above. The insurance policies required shall include those classifications as listed in Standard Liability Insurance manuals which most closely reflect performance under this agreement.

Each insurance policy shall state that it cannot be cancelled or modified without written notice to the TOWN at least 30 days prior to the effective date of cancellation or modification.

4. **PERSONNEL AND EQUIPMENT:** CONTRACTOR shall provide all necessary vehicles, equipment, personnel, and insurance as more particularly set forth herein.
- A. The TOWN shall have the right to inspect, from time to time during regular business hours, all equipment and facilities being used by CONTRACTOR, the manner in which the service is being provided, and work is being performed by CONTRACTOR.
 - B. CONTRACTOR shall use vehicles that are properly painted, with clearly visible signs, and duly inspected and permitted, and otherwise in full compliance with all relevant rules and/or regulations pertaining to such commercial vehicles.
 - C. CONTRACTOR, as to personnel who are engaged in rendering services to the

TOWN, shall only employ personnel who are properly and duly licensed to operate the vehicles used to render the services specified in this Agreement. CONTRACTOR, as to personnel who are engaged in rendering services to the TOWN, shall not employ any individual who is a registered sex offender, or who has had a felony conviction within two (2) years of employment, or who is participating in or under any form of parole, supervised release, probation, or other form of supervision or monitoring by any court or criminal justice agency.

- D. CONTRACTOR shall provide efficient and courteous service to residents of the TOWN. In the event of a complaint from any TOWN resident, CONTRACTOR shall confer with the TOWN, and provide a proper response to the resident, including proposed remedial action if deemed necessary by the TOWN.
- E. In the event that any of CONTRACTOR'S equipment shall fail, suffer a break down, or otherwise become inoperable, CONTRACTOR shall immediately notify the TOWN and shall immediately substitute such equipment in order to complete the day's route in accordance with the schedule provided in this Agreement.

5. INDEPENDENT CONTRACTOR: Nothing in this Agreement shall create any kind of employer-employee relationship between the TOWN and CONTRACTOR or any of CONTRACTOR's personnel. It is agreed that CONTRACTOR is an independent CONTRACTOR, who is providing its own equipment and facilities, and is solely responsible for selecting, directing, and supervising its personnel, as well as complying with all relevant laws, codes, regulations, and rule pertaining to its operation, including employment and labor practice. The parties specifically intend that CONTRACTOR shall be an independent CONTRACTOR for all purposes. Neither CONTRACTOR, nor any of its employees, agents, or representative, shall, under any circumstances, be considered servants, employees, or agents of the TOWN. The TOWN shall at no time be liable for any bodily or personal injury and/or any property damage to any individual, firm, entity, and/or corporation resulting from any negligence on the part of the CONTRACTOR, its servants, employees, agents, and/or representative.

CONTRACTOR shall be responsible for supplying and maintaining all materials, tools and equipment it determines necessary to perform its services, and for having sufficient equipment and personnel to provided efficient service to the TOWN.

6. COMPLIANCE WITH LAWS: It is understood and agreed that any and all services rendered and all equipment used or furnished to render such services, and any and all personnel employed by CONTRACTOR shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, which is applicable, in any manner, to CONTRACTOR'S services and operations. CONTRACTOR shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, pertaining to employment practices, including, but not limited to

wage and hour, occupational hazards, and worker's compensation insurance.

7. ASSUMPTION OF RISK: CONTRACTOR assumes any and all risks of any damage and/or injury to any property and/or persons used, engaged, and/or employed on and/or in connection with the work and/or services provided by CONTRACTOR to the TOWN, and of any and all damage and/or injury to any person and/or property wherever located, resulting from, or in any manner arising out of, and/or in connection with any action and/or omission of CONTRACTOR, its employees, servants, agents, and/or representatives, under this Agreement or in connection with the services rendered or performed under this Agreement. It is specifically agreed and understood that in no event shall the TOWN be liable for any injury, damage, and/or loss (including personal injury) to any person and/or property which in any manner arises out of and/or is caused by any act or omission (whether negligent or intentional) of CONTRACTOR and/or any of its employees, servants, agents, and/or representatives.
8. TIME OF PAYMENT: Invoices shall be rendered to the TOWN every month for actual services to be rendered under this Agreement for that monthly period. Invoices shall be due and payable on or before the fifteenth (15th) day of the following month.
9. BREACH OF AGREEMENT: In the event that CONTRACTOR breaches this Agreement by failing to collect waste and/or trash as required by the Agreement, other than for reasons beyond its control or for reasons permitted hereby, the TOWN shall withhold payment of the funds which would otherwise have incurred to the benefit of CONTRACTOR as a direct result of such breach, and should breach not be cured within thirty (30) days of written notice by the TOWN to CONTRACTOR, the TOWN may, at its discretion, elect to cancel this Agreement.
10. COMPENSATION FOR SERVICES: As compensation for all of the services provided by the CONTRACTOR under this agreement, the TOWN agrees to the following fee schedule.

Year 1:	\$38.59/hour
Year 2:	\$39.96/hour
Year 3:	\$40.76/hour
11. AMENDMENTS: This Agreement represents the entire understanding between the parties and may not be modified, altered or amended otherwise than in writing signed by all parties hereto.
12. TERM: This contract shall commence on or about October 1, 2012. The initial contract shall be a 3-year term contract beginning after award by the Town Council. The contract may be extended for two (2) additional one (1) year terms if mutually agreed to in writing. The Town shall have the option of terminating the contract, for any reason, by giving the CONTRACTOR sixty (60) days written notice.

13. INCORPORATION OF REQUEST FOR PROPOSALS: The Request for Proposals dated April 2012 is hereby incorporated by reference into this agreement.
14. ATTORNEY'S FEES AND COSTS: In the event of any litigation relating to, concerning, or arising out of this Agreement, the prevailing party in any litigation shall be entitled to reasonable Attorney's fees and costs.
15. LAWS OF FLORIDA: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.


IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature.

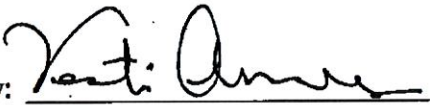
TOWN:

CONTRACTOR:

TOWN OF BAY HARBOR ISLANDS

LSF SHUTTLE, INC.

By: 
TOWN MANAGER

By: 
Vasti Amaro
8/7/12

ATTEST:

ATTEST:


Town Clerk, Bay Harbor Islands, Florida


Secretary

8/14/12
Date

8/7/12
Date