

ORDINANCE NO. 2018- 61

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. TO PROVIDE COMMUNITY BUS SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of **general** circulation in the City, notifying the public of this proposed ordinance and of a public **hearing** in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the **published** notice described above, at which hearing the parties in interest and all other citizens so **desiring** had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amendment between the City of Pompano Beach and Limousines of South Florida, Inc. to provide community bus service, a copy of which Amendment is **attached** hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or **circumstance** is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 22nd day of May, 2018.

PASSED SECOND READING this 12th day of June, 2018.


A handwritten signature in blue ink, appearing to read 'Lamar Fisher', is written over a horizontal line.

LAMAR FISHER, MAYOR

ATTEST:


A handwritten signature in blue ink, appearing to read 'Asceleta Hammond', is written over a horizontal line.
ASCELETA HAMMOND, CITY CLERK

/jrm
5/1/18
L:ord/2018-194

Aug. 18

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the 19
day of June, 2018, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

LIMOUSINES OF SOUTH FLORIDA, INC., a Florida
corporation, having its office and place of business at 2766 NW 62nd
Street, Miami Beach, FL, 33147, hereinafter referred to as
"CONTRACTOR."

WHEREAS, the parties entered into an agreement to provide a community transportation
service, ("Original Agreement"), and approved by Ordinance No. 2015-57; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on October
16, 2015, approved by City Ordinance No. 2015-80; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original
Agreement for an additional one (1) year term.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and
payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein
incorporated by this reference.
2. The terms and conditions contained within the Original Agreement between CITY
and CONTRACTOR, effective June 26, 2015, a copy of which is attached hereto and made a part

hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The parties hereto agree to extend the original Agreement for one (1) additional one year period, ending June 25, 2019.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Monea

By:

LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceletha Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

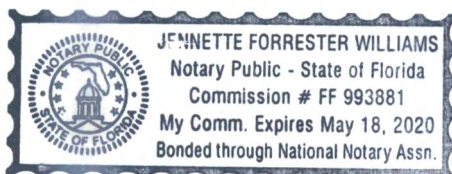
APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of June, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Jenette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

Limousines of South Florida, Inc., a Florida Corporation

Tania Munster

Tania Munster
Print Name

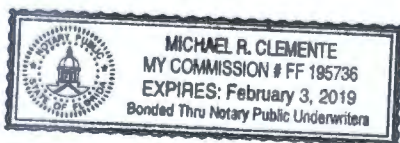
Luis MARMOL
Print Name

By: [Signature]
Mark Levitt, Vice President

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3rd day of May, 2018 by Mark Levitt as Vice President of Limousines of South Florida, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:



Michael R. Clemente
NOTARY PUBLIC, STATE OF FLORIDA

MICHAEL R. CLEMENTE
(Name of Acknowledger Typed, Printed or Stamped)

FF 185736
Commission Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2018

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

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

PRODUCER
MARSH USA INC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Scottsdale Insurance Company

41297

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

CN110615840-A-2/18-18-19

INSURED
Limousines of South Florida, Inc.
2766 NW 62nd Street
Miami, FL 33142

COVERAGES

CERTIFICATE NUMBER:

CLE-005701622-16

REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BSC0036889	02/18/2018	02/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

APPROVED

By Danielle Thorpe at 1:21 pm, May 07, 2018

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

City of Pompano Beach is/are included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2017

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

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

PRODUCER Global Affinity Managers, Inc. 909 Castle Point Terrace Hoboken NJ 07030	CONTACT NAME: Robert Isacsen PHONE (A/C, No, Ext): (201) 744-8395 E-MAIL ADDRESS: bob@cactusagencyinc.com INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: Landmark American Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Limousines of South Florida, Inc 2766 NW 62nd Street Miami FL 33142	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		12CSES50303	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		LHA081553	01/01/2018	01/01/2019	EACH OCCURRENCE \$ AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	12WNS50301	01/01/2018	01/01/2019	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is included as an Additional Insured where required by written contract as respects to operations of the insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 100 W. Atlantic Beach Pompano, FL 3360	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE robert isacsen
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CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. TO PROVIDE COMMUNITY BUS SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment between the City of Pompano Beach and Limousines of South Florida, Inc. to provide community bus service, a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 13th day of October, 2015.

PASSED SECOND READING this 21st day of September, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
9/16/15
L:ord/2015-499

9, 35

FIRST AMENDMENT

THIS FIRST AMENDMENT is entered into on the 16th day of October,

2015, by and between:

LIMOUSINES OF SOUTH FLORIDA, INC., a Florida corporation, with offices located at 3300 SW 11th Avenue, Fort Lauderdale, Florida 33315 hereinafter referred to as "CONTRACTOR,"

and

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060, hereinafter referred to as "CITY."

WHEREAS, CONTRACTOR entered into a Service Contract ("Original Contract") with CITY to provide a community transportation service, a copy of said Original Contract adopted by Ordinance No. 2015-57 is attached hereto and made apart hereof.

WHEREAS, CONTRACTOR and CITY now desire to amend certain terms and conditions to the Original Contract to include federal requirements as directed by the Federal Transit Administration.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Contract effective June 26, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

To ensure compliance with the Federal Transit Administration, United States Department of Transportation, Paragraph 29 of the Original Contract is hereby created as follows:

29. Public Transportation Services – Special Requirements. The Federal Transit Administration (FTA) United States Department of Transportation (USDOT) Funding Supplement, Exhibit "C", is attached hereto and made a part hereof.

A. Protection for Public Transportation Employees. When the recipient acquires public transportation services from a third party contractor, the terms of the recipient's DOL certification of public transportation employee protective arrangements will apply to work under the contract provided by those employees covered by the certification. That certification is required by 49 U.S.C. Section 5333(b) [often referred to as "13(c)"] and implementing DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215. Consequently, the third party contractor must comply with the terms of that DOL certification.

The Fair Labor Standards Act, 29 U.S.C. Sections 201 *et seq.*, also applies to public transportation employees performing work involving commerce.

B. Drug and Alcohol Testing. A third party contractor providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

C. Protection of Animals. A third party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.* and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3 and 4.

D. Charter Service Restrictions. A third party contractor performing services using FTA assisted facilities or equipment may not use those facilities or that equipment to support any charter service operations except as permitted by 49 U.S.C. Section 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604.

E. School Bus Restrictions. A third party contractor performing services using FTA assisted facilities or equipment may not use those facilities or that equipment to support exclusive school bus operations except as permitted by 49 U.S.C. Section 5323(f) or (g) and FTA regulations, "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C. Sections 5323(f) or (g).

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Christine Kendel

By:

Lamar Fisher
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By:

Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

Mark E. Berman
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11th day of October, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

Tania Mustafa
[Signature]

LIMOUSINES OF SOUTH FLORIDA, INC.,
a Florida corporation

By: [Signature]
Signature

Print Name: Mark Lewitt

Title: Vice President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of
September, 2015, by Mark Lewitt, as
Vice Pres. of LIMOUSINES OF SOUTH FLORIDA, INC., a Florida
corporation, who is personally known to me or who has produced _____
_____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

MICHAEL R. CLEMENTE
Name of Acknowledger Typed, Printed or Stamped

FF 195736
Commission Number

/jrm
9/16/15
L:agr/mgr/2015-1642

Exhibit A:

ORDINANCE NO. 2015- 57

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. TO PROVIDE COMMUNITY BUS SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and Limousines of South Florida, Inc. to provide community bus service, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 23rd day of June, 2015.

PASSED SECOND READING this 9th day of June, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
6/2/15
L:ord/2015-346

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 26th day of June, 2010, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Limousines of South Florida, Inc., hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Services; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Community Bus service upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Services), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period of two (2) one – year renewals, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$19.71 per hour per vehicle, excluding \$15 per revenue hour per vehicle and an annual maximum pro-rated amount of \$13,295.20 per vehicle for capital allowance.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Limousines of South Florida, Inc.
3300 S.W. 11th Avenue
Fort Lauderdale, FL 33315
Contact: Mark Levitt

If to City: City of Pompano Beach
P. O. Box 1300
Pompano Beach, Florida 33060
Attention: Ernesto Reyes

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

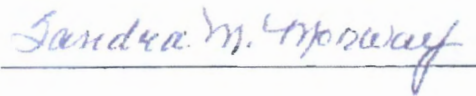
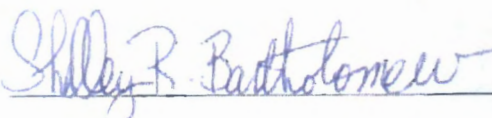
The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.


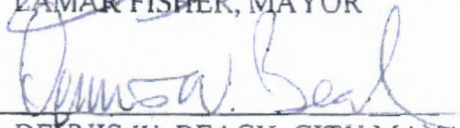
It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: 
LAMAR FISHER, MAYOR
By: 
DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of June, 2015 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Kristal Aaron
NOTARY PUBLIC, STATE OF FLORIDA

KRISTAL AARON
NOTARY PUBLIC
FLORIDA
7

Kristal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Limousines of South Florida, Inc.
(Print or type name of company here)

Witnesses:

Thomas Rauline
(Print or Type Name)

Mayra L Fernandez
(Print or Type Name)

By: [Signature]

Print Name: Mark Levitt

Title: Vice President

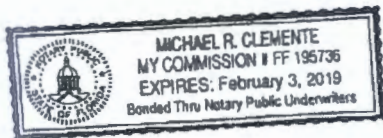
Business License No. _____

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5th day of June, 2015, by Mark Levitt as Vice President of Limousines of South Florida, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced D/L (type of identification) as identification.

NOTARY'S SEAL:



Michael R Clemente
NOTARY PUBLIC, STATE OF FLORIDA

Michael R Clemente
(Name of Acknowledger Typed, Printed or Stamped)

FF 195736
Commission Number

l:agr/genl srvs/service contract

EXHIBIT A

Scope of Services

The City of Pompano Beach oversees FOUR (4) bus routes under Broward County Transit's (BCT) Community Bus Program. The four routes encompass each major section of the City and interconnect with one another, allowing riders to travel throughout the City without having to utilize a different transportation service. All four of the routes connect to the Broward County's Mass Transit Center.

The vehicles and services will operate within residential and business communities. The vehicles' size, seating capacity, and other features shall be compatible with neighborhood streets that are unable to be utilized by the larger 42 passenger buses. The conduct of the operators and the vehicle's design shall be tasteful. Limousine of South Florida, Inc. will be required to operate under the terms and conditions specified in the RFP and Broward County Transit's Community Shuttle Bus Program.

Below is a summary of the routes:

Red Route The Red Route, highlighted in red on Exhibit A, is a mix of residential and business communities. The business districts serviced by the route are a mix of new and old development. The residential communities are predominately retirees, with a few professional and working class residents. Some of the roadways within the community do not receive any type of transit service, as the roads are too narrow for larger buses to pass through. The estimated headway time is 68 minutes. The route begins on the corner of Martin Luther King Jr. Boulevard. It proceeds west on Martin Luther King Jr. Boulevard to N.W. 27th Avenue where the route then heads south to Palm Aire Marketplace Plaza. From Palm Aire Marketplace Plaza the route proceeds south on Powerline Road, west on Palm Aire Boulevard North, west on Palm Aire Drive West, circles around Oaks Terrace back to Palm Aire Drive West, heads east on Palm Aire Drive West, south on Cypress Drive West towards the Palm Aire Publix where the route then heads back north on Cypress Drive West to Palm Aire Drive South, then east on Palm Aire Boulevard South passing by the Pompano Harness Track Isle of Capri Casino. The route then heads back west on Palm Aire Drive South until Powerline Road, where the route then proceeds north on Powerline Road. The route heads west on Atlantic Boulevard, north on N.W. 27th Avenue to Martin Luther King Jr. Boulevard, and then back east to the corner of Martin Luther King Jr. Boulevard.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:57 p.m.

Orange Route

The Orange Route, highlighted in orange on Exhibit A, is also a mix of residential and business communities. The business districts serviced by the route are a mix of new and old development along Dixie Highway and Federal Highway. The residential communities are a mix of retirees, professional and working class residents.

The estimated headway time is 68 minutes. The route begins on the corner of Martin Luther King Jr. Boulevard and proceeds north on Dixie Highway to N.E. 33rd Street to Saint Elizabeth Gardens and Save a Lot Sample Road. The route then heads north on N.E. 15th Avenue, circles around Walmart on

N.E. 49th Street, and then heads west on N.E. 49th Street. The route turns south on N.E. 3rd Avenue, east on Sample Road and south on Federal Highway, and back on N.E. 33rd Street west, and on N.E. 3rd Avenue south. The route proceeds east on Copans Road towards Pompano Beach City Center and then heads south on Federal Highway, west on N.E. 10th Street, and then back south on N.W. 3rd Avenue to the corner of Martin Luther King Jr. Boulevard.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:57 p.m.

Green Route

The area's residents are a mix of professionals and retirees. However, the City's Coastal Area is a popular destination for both residents and visitors alike, especially between the months of November and April. Accordingly, transit users consist of a mix of local residents and those who reside outside the Coastal Community, whom utilize public transportation to travel to popular destinations along the City's beaches. Some of the roadways within the community do not receive transit service since they are narrow and difficult to navigate with the 42-passenger buses. Thus, those desiring to travel to certain destinations east of Federal Highway are forced to walk on side streets to access certain destinations. The Green Route, highlighted in green on Exhibit A (attached), has an estimated headway of sixty (68) minutes. The route begins at the E. Pat Larkins Community Center. The route heads east on Martin Luther King Jr. Boulevard towards Dixie Highway, where the route then turns south on Dixie Highway towards East Atlantic Boulevard. The route proceeds east on East Atlantic Boulevard, south towards Lakeside Shoppes before heading north on Pompano Beach Boulevard on to A1A North. The route heads east on N.E. 14th Street, north on North Federal Highway towards Pompano Citi Centre before heading south on North Federal Highway, turns west on N.E. 10th Street, south on N.E. 18th Avenue, east on N.E. 6th Street going towards N.E. 26th Avenue, where the route then goes south on N.E. 26th Avenue and back west on East Atlantic Boulevard. The route turns north on N.E. 24th Avenue and heads west on N.E. 2nd Street, north on N.E. 19th Avenue and then west on N.E. 4th Street and back to the E. Pat Larkins Community Center.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:52 p.m.

Blue Route

The Blue route, highlighted in blue on Exhibit A, mainly targets the City's working class residents. The route passes predominantly through residential sections of the City, as a number of the residents encompassed by the route rely on public transportation as their main mode of transportation.

The Blue Route has an estimated headway of 80 minutes. The route begins by the intersection of Martin Luther King, Jr. Boulevard and Dixie Highway at the Northeast Transit Center. The route proceeds north on N.W. 6th Avenue and then goes west on N.W. 15th Street to Andrews Avenue. The route turns south on Andrews Avenue to Martin Luther King Jr. Boulevard. The route proceeds east on Martin Luther King Jr. Boulevard, south on S.W. 1st Avenue, south on Cypress Road, east on S.W. 4th Street, north on South Dixie Highway, west on S.W. 2nd Court, northeast on Avondale Drive, east on S.W. 2nd Street, north on South Dixie Highway, then north on N.W. 3rd Avenue passing by the Northwest Pompano Beach Library. The route heads east on Copans Road, then north on N.E. 3rd Avenue to the North Broward Hospital, and then back south on N.E. 3rd Avenue where it travels east along W. Sample Rd towards the Festival Flea Market Mall on Blount Rd. Afterwards, the route

continues south on Blount Rd. to the Broward Outreach Center/Shelter, then north on Blount Rd. to W. Copans Rd where it turns and heads east to NW 3rd. Ave. and back to the Northeast Transit Center.
Hours of operation: Monday – Friday from 8:40 a.m. to 4:37 p.m.

Note: The City reserves the right to make minor adjustments (hours, frequency, days of operation, service areas, etc.) to these stated routes, in an effort to enhance the level of service. A minimum of two weeks' notice will be provided to the contractor, in the event minor adjustments are expected/required.

Tasks/Deliverables

1. Revenues:

Contractor shall operate the bus service as a free fare public transportation service. Implementation of fares and subsequent increases will be solely at the City's discretion. Contractor will not be allowed to pursue bus advertising inside or outside the bus, unless otherwise specified by the City.

Contractor will be allowed to pursue private subsidies and joint participation with the private sector and other sources.

2. Funding

Under the terms of the County's Community Shuttle Program, the City is eligible to receive \$15 per revenue hour for the operation of each vehicle, whether the vehicles are provided by the Vendor or City. Having the vendor completely operate the Community Bus Program, in which instance the vendor would be providing their own buses, the City will be eligible to receive an annual pro-rated amount of \$13,295.20 per vehicle for capital allowance. The City will pass on County reimbursements to the contractor, subject to necessary invoicing and reimbursement procedures.

3. Service Provision

Contractor will be required to perform all services and to provide vehicles required for operating within City. Contractor will be expected to perform all required mechanical maintenance on vehicles, including fuel and interior/exterior cleanings. Provision of transportation services may be performed by contractor through the use of employees or third party contractors. Contractor may recommend methods of decreasing headway, increasing route, increasing ridership, connecting to public facilities, or any other methods of increasing service. Contractor shall be required to have the capability to provide backup vehicles, within half-hour of the time a service, if a vehicle is disabled while servicing the routes.

4. The preferred vehicles should be a new mid-sized shuttle with seating capacity of 20 to 30 passengers, and aesthetically suitable for a neighborhood shuttle. Vehicles shall be wheel chair accessible.

5. Frequency Of Service

Passengers shall have waiting intervals of no more than sixty (60) minutes during hours of operation. Service will be provided at a minimum level of 5 days per week for each route, with a minimum of 40 hours for each route.

6. Drivers

Drivers are required to attend and successfully complete Broward County's training program for drivers in Broward County's Community Bus Program or an approved equivalent type of program.

7. County Program

Contractor shall operate the service subject to Broward County's Community Bus Program and agree to be governed by terms of inter-local agreement between City and County.

8. ADA Compliance And Drug Free Workplace

Contractor and all vehicles are required to comply with all applicable requirements of the Americans with Disabilities Act at all times while vehicles are being used for public transportation. Contractor will be required to provide certification of a Drug Free Workplace Program; and contractor is required to comply with all applicable requirements of the US DOT regulations, including regulations for drug and alcohol testing.

9. Silence Of Specifications

The apparent silence of the foregoing specifications as to any detail, or omission from it as a detailed description, concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

Term of Contract

The initial contract period shall be three years, commencing on April 30, 2015, or upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.



Pompano Beach Community Bus System Map



#19

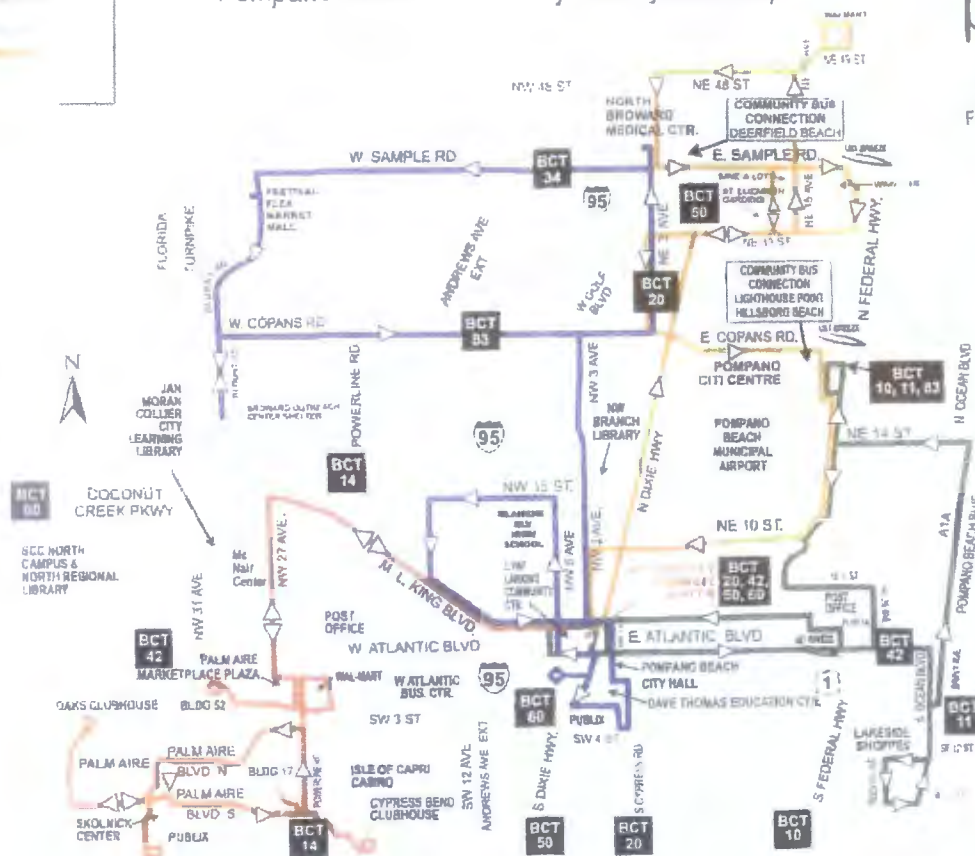


EXHIBIT B

Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. Operations shall not commence until certification or proof of insurance, detailing terms and provisions of coverage, have been received and approved by the City of Pompano Beach Risk Manager. The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

a. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

each

Type of Insurance occurrence aggregate

GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX comprehensive form

XX premises - operations bodily injury

___ explosion & collapse hazard property damage

___ underground hazard _____

___ products/completed

operations hazard bodily injury and

XX contractual insurance property damage

XX broad form property combined

damage _____

XX independent contractors

XX personal injury personal injury

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

bodily injury

(each person)

bodily injury

XX comprehensive form (each accident) _____

XX owned property damage _____

XX hired bodily injury and
XX non-owned property damage
combined

REAL & PERSONAL PROPERTY

___ comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

bodily injury and
XX umbrella form property damage
___ other than umbrella combined \$1,000,000. \$1,000,000.

PROFESSIONAL LIABILITY

* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation. The certification or proof of insurance required by the provisions set forth above shall be furnished to the City, within ten (10) days after notification of award of contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/15

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

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

PRODUCER MARSH USA INC 1350 CONNECTICUT AVENUE SUITE 100 WASHINGTON, DC 20036-5335	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____
INSURED E1526-14 16 Littles of South Florida, Inc 2702 NW 62nd Street Miami, FL 33142	INSURER(S) AFFORDING COVERAGE INSURER A: National Interstate Insurance Company INSURER D: Southshore Insurance Company INSURER C: _____ INSURER O: _____ INSURER E: _____ INSURER F: _____
	NAIC # 32620 41297

COVERAGES CERTIFICATE NUMBER: CLE-004126151 C9 REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBH. INFO (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY		BC50012615	12/15/2013	12/31/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					\$ 1,000,000 \$ 100,000 \$ \$ 1,000,000 \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT: APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		3139/3301	12/13/2014	12/18/2015	COMBINED SINGLE LIMIT (Per occurrence) BODILY INJURY (Per person) BODILY INJURY (Per occurrence) PROPERTY DAMAGE (Per occurrence)
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				\$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE AGGREGATE
	DED. RETENTIONS					\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y				WC STATUS: <input type="checkbox"/> TOLY LIMITS <input type="checkbox"/> OTH. <input type="checkbox"/> EB E.C. EACH ACCIDENT E.C. DISEASE - EA EMPLOYEE E.C. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Pompano Beach is/are insured as additional insured where required by will in contract and in contract to general liability.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33066APPROVED
RISK MANAGEMENT
BY: 06/02/15
JFM

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
2/17/2015

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

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

PRODUCER

Eastern Insurance Group, Inc.
9570 SW 107 Avenue
Suite 104
Miami FL 33176

INSURED

Limousines of South Florida, Inc.
2766 NW 62 Street
Miami FL 33147

CONTACT David M. Lopez

PHONE (305) 595-3323

FAX (305) 595-7135

E-MAIL amanda@easterninsurance.net

INSURER(S) AFFORDING COVERAGE
INSURER A: Bridgefield Employers Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER Master 15-16

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	INSR	INSUR	POLICY NO.	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (E&O) \$
	CLAIMS MADE						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMPROP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER						\$
	POLICY						\$
	PROJECT						\$
	LCC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (E&O) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	CCUR						\$
	CLAIMS MADE						\$
	DED						\$
	RETENTION						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Transportation Provider

Coverage for Limousines of South Florida Inc effective 2/23/2015

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Lopez/AMANDA

**Federal Transit Administration (FTA)
United States Department of Transportation (USDOT)
Funding Supplement**

Broward County Board of
County Commissioners
TRANSPORTATION
DEPARTMENT –
TRANSIT DIVISION

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AUTHORITY

This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "COUNTY"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at:

http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html.
References to the Code of Federal Regulations (CFR) website are available at:
<http://www.gpoaccess.gov/cfr/index.html>.

DEFINITIONS

As used in this document, "Board" means the Broward County Board of County Commissioners." Contract" means any binding agreement, regardless of how called, for the procurement or disposal of supplies, services, or construction awarded by any officer or agency of COUNTY. "CONTRACTOR" means the person, firm, or corporation or business entity that enters into a Contract with COUNTY and includes all partners and all joint ventures of such person with whom COUNTY has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "Subcontractor" means a person, firm or corporation or combination thereof having a direct Contract with CONTRACTOR for all or any portion of the work or who furnishes material worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

FURTHER INFORMATION

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact Dianne DeLyons Shuler, Compliance Manager, Broward County Transit Division, at 954-357-8481, or by email: dshuler@broward.org

PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

- 1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.**
 - a) COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COUNTY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
 - b) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.
- 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
 - a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.
 - b) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.
 - c) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

3. FEDERAL CHANGES.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between COUNTY and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract. CONTRACTOR agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the COUNTY to be in violation of the FTA terms and conditions. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. ACCESS TO RECORDS AND REPORTS

- a) CONTRACTOR agrees to provide COUNTY, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) In the event that COUNTY, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the Contract to COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.

- c) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity
 - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- c) CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.
- b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as COUNTY may deem appropriate. Each subcontract the CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph.
- c) The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal COUNTY would expect DBEs to achieve in the absence of discrimination.
- d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26; are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.

- e) COUNTY fully supports the Federal government's Disadvantaged Business Enterprises Program.
- i. The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the COUNTY obtains contractors. In this regard, the COUNTY has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

The Office of Economic and Small Business Development will review all forms to determine bidders'/proposers' responsibility:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit 1.
2. DBE Good Faith Effort Evaluation Report, only required if goals were not met – Exhibit 2.

These forms are included herein as Exhibits 1 and 2. **All forms may be downloaded from the Small Business Development Division website.** <http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), EACH BIDDER/RESPONDER IS STRONGLY ENCOURAGED TO SUBMIT THE FORMS SET FORTH ABOVE PRIOR TO AWARD OF YOUR BID, OFFER, OR PROPOSAL.

Letter of Intent (Exhibit 1): Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors.

Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

Application for Evaluation of Good Faith Effort (Exhibit 2): Bidder that submits an **Application for Evaluation of Good Faith Effort**, Exhibit 2, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
 - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
 - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
 - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.
 - As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the low responsible bid, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the COUNTY requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms that are eligible to participate on DBE contracts within the state of Florida.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website:
<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>.

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.

For purposes of this section, the term, "DBE Race-Neutral Participation," means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some examples of Race-Neutral means can be found in 49 CFR 26.51.

Although there are no numerical goals assigned to DBE race-neutral participation projects, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

- f) CONTRACTOR agrees that throughout the term of this Contract, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** shall remain at least at the percentage levels set forth therein.
- g) CONTRACTOR shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from COUNTY, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.
- h) CONTRACTOR agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.
- i) CONTRACTOR agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 3 – Monthly DBE Utilization Report**.

- j) CONTRACTOR agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 4- Final Monthly DBE Utilization Report**.
 - k) CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.
 - l) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for COUNTY to withhold further payments under the Contract until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
 - m) If CONTRACTOR fails to comply with the requirements herein, COUNTY shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.
 - n) CONTRACTOR shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the COUNTY's prior written consent. CONTRACTOR shall inform COUNTY immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONTRACTOR shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.
- 8. CONTRACT COMPLIANCE MONITORING.**
- a) Compliance monitoring is conducted to determine if CONTRACTOR and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.

- b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE CONTRACTOR utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to COUNTY projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general CONTRACTORS, and Subcontractors.

CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

9. ENERGY CONSERVATION

CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. CONTRACTOR further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

10. TERMINATION.

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

Upon the disqualification of CONTRACTOR as a DBE by COUNTY's Director of the Office of Economic and Small Business Development Division if CONTRACTOR's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud,

misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

a. Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

b. If CONTRACTOR is determined by COUNTY's Director the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

Notice of termination shall be provided in writing except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing.

In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.

In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL

(Please read each qualifying condition carefully.)

11. RECYCLED PRODUCTS

If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and COUNTY or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. **(The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 5.)**

13. BUY AMERICA

If this Contract exceeds \$100,000, the CONTRACTOR agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or offeror must submit to COUNTY the appropriate Buy America certification, **the certification form is attached as Exhibit 6**, with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

14. RESOLUTION OF DISPUTES

Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties

shall be decided in writing by the COUNTY Project Manager for the Contract. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the COUNTY Contract Administrator. In connections with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute – Unless otherwise directed by COUNTY, CONTRACTOR shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

15. LOBBYING

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the COUNTY. **A Restrictions on Lobbying Certification is attached as Exhibit 7.**

16. CLEAN AIR

The Clean Air requirements apply to all Contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- a) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to Broward

County and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b) CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

17. CLEAN WATER REQUIREMENTS

If this Contract is valued at \$100,000 or more, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

- a) CONTRACTOR agrees to report each violation to COUNTY and agrees that COUNTY will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- b) CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

18. BONDING REQUIREMENTS

CONTRACTOR agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding \$100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do not meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

CONTRACTOR shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price and a payment bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price in the form and of a type acceptable by COUNTY.

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

If this purchase order or Contract involves a construction project over \$2,000, the CONTRACTOR agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

- a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual

construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; *provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

c) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Broward County may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three (3) years thereafter for **all laborers** and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) a) The CONTRACTOR shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to COUNTY if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all Subcontractors. CONTRACTORS and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the COUNTY, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a Subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d) The falsification of any of the above certifications may subject the CONTRACTOR or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of COUNTY or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees--

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

- (7) **Contract termination:** debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a Subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
- (i) By entering into this Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If this purchase order or Contract involves a construction project in excess of \$100,000 or more, the CONTRACTOR shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.

- a) **Overtime requirements.** No CONTRACTOR or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½)

the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- b) **Violation;** liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the CONTRACTOR and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or Subcontractor under any such Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

If this Contract involves transit operations performed by employees of a CONTRACTOR recognized by FTA to be a transit operator:

- a) CONTRACTOR agrees to comply with the applicable transit employee protective requirements, as follows:
 - 1) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Contract

in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.

- 2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.
- 3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- b) CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

22. FLY AMERICA

CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE

The Cargo Preference requirements apply to all Contracts and subcontracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - CONTRACTOR agrees:

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY (through CONTRACTOR in the case of a Subcontractor's bill of lading.);
- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

24. DRUG AND ALCOHOL TESTING

If this Contract involves a safety-sensitive function on behalf of COUNTY, the CONTRACTOR agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

In the event CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's Contract Administrator must be included in any Contract.

CONTRACTOR further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division (**a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 8**). To certify annual compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

25. PATENT AND RIGHTS IN DATA

If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, CONTRACTOR agrees to be bound by the terms and conditions specified below.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

a) **Rights in Data** - The following requirements apply to each Contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports,

catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

- 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:

A) Except for its own internal use, CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.

B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the COUNTY or CONTRACTOR using Federal assistance in whole or in part provided by FTA.

C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the COUNTY and CONTRACTOR performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever,

all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the COUNTY or CONTRACTOR's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- D) CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - F) Data developed by the COUNTY or CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the COUNTY or CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.
 - G) Unless FTA determines otherwise, CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

- 4) CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:
- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the COUNTY and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the COUNTY and CONTRACTOR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
 - 3) CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

26. PRIVACY ACT

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any Contract:

- a) CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved,

and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- b) CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

27. CHARTER BUS

If this is an Operational Service Contract, CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.

28. SCHOOL BUS REQUIREMENTS

If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

29. BUS TESTING

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey. If this Contract pertains to the acquisition of rolling stock/turnkey, the CONTRACTOR manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

- a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to COUNTY at a point in the procurement process specified by COUNTY which will be prior to COUNTY's final acceptance of the first vehicle.
- b) A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.
- c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to COUNTY prior to recipient's final acceptance of the first vehicle. If the

configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

- d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

A Bus Testing Compliance Certification is attached as Exhibit 9.

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

If this Contract pertains to the acquisition of rolling stock, the CONTRACTOR agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a) Buy America Requirements. The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b) Solicitation Specification Requirements. CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- c) Federal Motor Vehicle Safety Standards (FMVSS). CONTRACTOR shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit 10.

31. SEISMIC SAFETY

If this Contract pertains to the construction of new buildings or additions to existing buildings, CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, is

in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

If this Contract involves the procurement of transit vehicles, the CONTRACTOR must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TVM certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. **A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 11.**

33. NATIONAL ITS ARCHITECTURE

If this Contract involves an Intelligent Transportation System project (ITS), CONTRACTOR agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

34. ACCESS FOR INDIVIDUALS WITH DISABILITIES

CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. CONTRACTOR also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CONTRACTOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

- b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

DDS/SVT/dac
FTA Funding Supplement 4-8-13

EXHIBIT 1: Letter of Intent**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)**

Solicitation Number: _____	Project Title: _____
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Bidder/Offeror Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized Representative: _____ Phone: _____

DBE/ACDBE Subcontractor/Supplier Name: _____

Check one: Address: _____

DBE City: _____ State: _____ Zip: _____ Phone: _____

ACDBE Authorized Representative: _____

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS [*]	DBE/ACDBE Contract Amount [†]	DBE/ACDBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.**Bidder/Offeror Authorized Representative**

(Signature) _____	(Title) _____	(Date) _____
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DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) _____	(Title) _____	(Date) _____
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^{*} Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

[†] To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE ACDBE Letter of Intent - Rev. January 2013

EXHIBIT 2: Application for Evaluation of Good Faith EffortAPPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO TITLE 49 CFR PARTS 23 AND 26

SOLICITATION NO.: _____

Please check one of the following to indicate the program goal on this solicitation: ☐ ACDBE ☐ DBE

PROJECT NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/ Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE: _____

PRINT NAME/ TITLE: _____

DATE: _____

OESBD Compliance Form DBE/ACDBE GFE 031413

EXHIBIT 3: Monthly DBE Utilization Report
**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
MONTHLY DBE UTILIZATION REPORT**

Report No. _____

CONTRACT#:		CONTRACT AMT.:		DATE FORM SUBMITTED:	
PROJECT TITLE:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:		PERIOD ENDING:		AMT. PAID TO PRIME:	
CONTACT PERSON:		TELEPHONE # ()		FAX # ()	

**SUBCONTRACTING INFORMATION
TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
Total Amt. Paid to DBE Firms																
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
Total Amt. paid to Non-DBE Firms																

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I affirm that the information submitted in this report is in fact true and correct to the best of my knowledge.

Signature	Title	Date
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OCSDO Compliance Form DBE-MUR 020113

EXHIBIT 4: Final DBE Utilization Report

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
FINAL DBE UTILIZATION REPORT
 (To be submitted with the final invoice)

Report No. _____

CONTRACT#:		CONTRACT AMT.:		DATE FORM SUBMITTED:	
PROJECT TITLE:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:			PERIOD ENDING:		AMT. PAID TO PRIME:
CONTACT PERSON:			TELEPHONE #: ()		FAX #: ()

SUBCONTRACTING INFORMATION
 All Payments made to DBE Firms must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
Total Amt. Paid to DBE Firms																
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
Total Amt. paid to Non-DBE Firms																

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge.

Signature	Title	Date
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form DBE-MJR 020113

**EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement)
Certification**

**IF THIS CONTRACT OR PURCHASE ORDER HAS A VALUE OF \$25,000 OR
MORE, THIS PROCUREMENT IS A COVERED TRANSACTION FOR
PURPOSES OF 49 CFR PART 29.**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier-covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by COUNTY. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

EXHIBIT 6: Buy America Certification**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES, AND ROLLING STOCK) OVER \$100,000****A. STEEL, IRON OR MANUFACTURED PRODUCTS**

If this Contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the Bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT

If this Contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the Bidder or offeror certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)_____
Authorized Signature_____
Print Name and Title_____
Name of Contractor

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

EXHIBIT 7: Restrictions On Lobbying Certification**For Procurements of \$100,000 or More**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying,"]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that CONTRACTOR, and its SUBCONTRACTORS as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."¹

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to COUNTY.

To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

¹ The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

EXHIBIT 9: Bus Testing Compliance Certification**FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY**

The undersigned (CONTRACTOR/manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

(Date)_____
Authorized Signature_____
Print Name and Title_____
Name of Contractor

EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification**FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR
ASSOCIATED EQUIPMENT OVER \$100,000**

Check one:

- ☐ The Bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j) (2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
- ☐ The Bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

(Date)_____
Authorized Signature_____
Print Name and Title_____
Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26**FOR ALL BUSES/ROLLING STOCK PROCUREMENTS**

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Transit Vehicle Manufacturer (TVM) CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the
(Name of Firm)
requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to
fiscal year _____ and have been approved or not disapproved by the FTA.
(Date of Fiscal Year)

_____, hereby certifies that the manufacturer of the transit vehicle
(Name of Firm)
to be supplied _____ has complied with the above- referenced
(Name of Manufacturer)
requirements of Section 26.49 of 49 CFR Part 26.

(Authorized Signature)_____
(Date)_____
Print Name and Title

Company: _____

Telephone No.: _____

Fax No.: _____

ERJETA DIAMANTI, Budget Manager

100 W. Atlantic Boulevard
Pompano Beach, FL 33060
Phone: (954) 786-4065
Fax: (954) 786-4504



MEMORANDUM

DATE: April 30, 2018

TO: Mark E. Berman, City Attorney

FROM: Erjeta Diamanti, Budget Manager *ED*

SUBJECT: Second Amendment to the Service Contract between the City of Pompano Beach and Limousine of South Florida, Inc. for Community Bus Service, term extension

Please prepare an Ordinance to extend the term of the above referred Service Contract, for additional one year period from June 26, 2018 through June 26, 2019.

This item will be presented at the May 22nd and June 12th City Commission Meetings.

February 2018 Ridership Report



FEBRUARY 2018 SYSTEM RIDERSHIP SUMMARY

Measure	Feb 2018	Feb 2017	% Change	FY18 YTD	FY17 YTD	% Change
Total Monthly Boardings						
<u>Fixed Route Bus</u>						
Regular Service: Directly Operated	2,126,273	2,243,209	-5.2%	10,855,875	11,450,138	-5.2%
Regular Service: Purchased Transportation	15,696	15,934	-1.5%	78,304	83,408	-6.1%
Breeze Service: Directly Operated	147,385	156,033	-5.5%	735,315	782,628	-6.0%
Express Service: Directly Operated	<u>47,822</u>	<u>46,321</u>	<u>3.2%</u>	<u>241,880</u>	<u>231,957</u>	<u>4.3%</u>
Subtotal Fixed Route	2,337,176	2,461,497	-5.1%	11,911,373	12,548,131	-5.1%
<u>Community Bus</u>	185,488	192,783	-3.8%	940,356	953,414	-1.4%
<u>Paratransit***</u>	<u>69,223</u>	<u>65,160</u>	<u>6.2%</u>	<u>357,952</u>	<u>321,691</u>	<u>11.3%</u>
System Total	2,591,887	2,719,440	-4.7%	13,209,681	13,823,236	-4.4%

Average Weekday Boardings

<u>Fixed Route Bus</u>						
Regular Service: Directly Operated	87,897	92,757	-5.2%	84,457	89,491	-5.6%
Regular Service: Purchased Transportation	785	797	-1.5%	746	794	-6.1%
Breeze Service: Directly Operated	7,369	7,802	-5.5%	7,003	7,454	-6.0%
Express Service: Directly Operated	<u>2,391</u>	<u>2,316</u>	<u>3.2%</u>	<u>2,304</u>	<u>2,209</u>	<u>4.3%</u>
Subtotal Fixed Route	98,442	103,671	-5.0%	94,509	99,948	-5.4%
<u>Community Bus</u>	8,065	8,382	-3.8%	7,836	7,945	-1.4%
<u>Paratransit</u>	<u>3,149</u>	<u>2,980</u>	<u>5.7%</u>	<u>3,082</u>	<u>2,784</u>	<u>10.7%</u>
System Total	109,656	115,033	-4.7%	105,428	110,677	-4.7%

***Average Saturday Boardings**

<u>Fixed Route Bus</u>						
Regular Service: Directly Operated	57,991	62,496	-7.2%	56,823	59,807	-5.0%

***Average Sunday Boardings**

<u>Fixed Route Bus</u>						
Regular Service: Directly Operated	34,091	34,523	-1.3%	31,785	32,081	-0.9%

Monthly Farebox Revenues

<u>Fixed Route Bus</u>						
Regular Service: Directly Operated	\$1,600,806	\$1,699,579	-5.8%	\$8,280,382	\$8,795,551	-5.9%
Regular Service: Purchased Transportation	\$6,738	\$6,235	8.1%	\$32,986	\$33,593	-1.8%
Breeze Service: Directly Operated	\$115,400	\$124,414	-7.2%	\$585,722	\$632,467	-7.4%
Express Service: Directly Operated	<u>\$37,705</u>	<u>\$38,974</u>	<u>-3.3%</u>	<u>\$197,375</u>	<u>\$200,706</u>	<u>-1.7%</u>
Subtotal Fixed Route	\$1,760,649	\$1,869,202	-5.8%	\$9,096,464	\$9,662,317	-5.9%

Passenger per Revenue Hour

<u>Fixed Route Bus</u>						
Regular Service: Directly Operated	26.4	27.7	-4.9%	25.3	26.7	-5.0%
Regular Service: Purchased Transportation	12.3	12.5	-1.5%	11.7	12.5	-6.1%
Breeze Service: Directly Operated	26.3	28.9	-8.8%	25.0	27.6	-9.4%
Express Service: Directly Operated	<u>12.2</u>	<u>12.5</u>	<u>-2.2%</u>	<u>11.7</u>	<u>12.8</u>	<u>-8.1%</u>
Subtotal Fixed Route	25.6	27.0	-5.2%	24.5	26.0	-5.6%
<u>Community Bus</u>	13.6	14.4	-6.0%	12.8	13.9	-7.6%
<u>Paratransit</u>	<u>1.6</u>	<u>1.7</u>	<u>-1.1%</u>	<u>1.6</u>	<u>1.7</u>	<u>-1.5%</u>
System Total	17.6	18.9	-6.8%	17.0	18.6	-8.4%

Service Days

<u>Fixed Route Bus</u>						
Weekdays	20	20		105	105	
Saturdays	4	4		21	22	
Sundays/Holidays	<u>4</u>	<u>4</u>		<u>25</u>	<u>23</u>	
Total	28	28		151	150	

*Breeze, Express, and Purchased Transportation operate weekday only.

***Paratransit ridership includes all passenger trips; Clients, PCA's and Companions.

FEBRUARY 2018 AVERAGE DAILY RIDERSHIP

Route	Corridor	Weekday Ridership	Avg Weekday Ridership	Saturday Ridership	Avg Saturday Ridership	Sunday Ridership	Avg Sunday Ridership	Monthly Ridership	Monthly Revenue
1	US1 - South of Broward Terminal	90,791	4,540	18,721	4,680	13,887	3,472	123,399	\$101,274
101	US1 Breeze	40,269	2,013	NIS	NIS	NIS	NIS	40,269	\$28,692
2	University Drive	100,753	5,038	13,218	3,305	7,407	1,852	121,378	\$93,228
102	University Breeze	15,884	794	NIS	NIS	NIS	NIS	15,884	\$13,064
3	A1A - Santa Beach Blvd to Hallandale	13,879	674	2,109	527	1,620	405	17,210	\$14,189
5	Pembroke Rd - Hallandale Bch City Hall	22,701	1,135	2,479	620	1,522	381	26,702	\$26,931
6	Broward Terminal - SR84 - County Line Rd	30,111	1,506	2,642	661	1,504	376	34,257	\$27,033
7	Hollywood/Pines Blvd	59,858	2,993	7,325	1,831	4,738	1,184	71,921	\$61,693
9	Broward Terminal - Davie Rd - Johnson St	28,582	1,429	2,946	737	1,529	382	33,057	\$26,387
10	US1 - North of Broward Terminal	63,608	3,180	9,092	2,273	4,816	1,204	77,516	\$55,126
11	A1A - Las Olas - Sistrunk Blvd - NW 21 Ave	47,331	2,367	6,004	1,501	4,203	1,051	57,538	\$39,925
12	Sheridan St - Davie Rd - University Dr	25,785	1,289	2,709	677	1,428	357	29,922	\$22,243
14	Powerline Road	67,392	3,370	7,010	1,752	3,982	995	78,384	\$47,382
18	State Road 7 - South of Lauderhill Mall	89,648	4,482	18,685	4,671	12,441	3,110	120,774	\$108,646
19	State Road 7 - North of Lauderhill Mall	113,169	5,658	21,224	5,306	11,858	2,964	146,251	\$101,953
441	US 441 Breeze	91,232	4,562	NIS	NIS	NIS	NIS	91,232	\$73,644
22	Broward Boulevard	68,954	3,448	7,574	1,893	5,606	1,401	82,134	\$47,281
28	Miramar Pkwy/Hallandale Beach Blvd	67,512	3,376	8,502	2,126	4,419	1,105	80,433	\$81,550
30	Broward Terminal - Davie Blvd/Peters Rd	38,560	1,928	4,329	1,082	1,822	456	44,711	\$30,852
31	NW 31 Ave/Lyons Road	54,705	2,735	4,724	1,181	2,489	622	61,918	\$42,265
34	Sample Road	62,333	3,117	5,865	1,466	2,987	747	71,185	\$61,245
36	Sunrise Boulevard	93,511	4,676	14,843	3,711	9,265	2,316	117,619	\$84,283
40	NW 31 Ave-Sistrunk Blvd-17 St Caus.-A1A	60,410	3,020	7,860	1,965	5,637	1,409	73,907	\$47,169
42	Atlantic Blvd	32,805	1,640	3,698	924	2,059	515	38,562	\$31,276
48	Hillsboro Blvd	5,293	480	1,318	429	NIS	NIS	10,209	\$10,793
50	Dixie Hwy - Wilton Dr.	81,850	4,093	9,278	2,320	4,791	1,198	95,919	\$72,648
55	Commercial Blvd	42,614	2,131	3,796	949	1,970	492	48,380	\$35,187
60	Andrews Ave - MLK/Coconut Creek Pkwy	78,378	3,919	8,297	2,074	4,021	1,005	90,696	\$59,229
62	Riverside Dr - McNab Rd - Cypress Creek	38,155	1,908	3,410	853	1,868	467	43,433	\$36,816
72	Oakland Park Blvd	149,479	7,474	20,461	5,115	12,248	3,062	182,188	\$123,347
81	Broward Blvd - Lauderhill Mall - Inverrary	60,227	3,011	8,673	2,168	4,176	1,044	73,076	\$52,985
83	Copans Rd/Royal Palm Blvd	20,667	1,033	1,900	475	923	231	23,490	\$18,378
88	Flamingo Ave/Coconut Springs Dr	13,893	685	NIS	NIS	NIS	NIS	13,893	\$11,492
106	95 Express - Miramar - Miami	8,825	441	NIS	NIS	NIS	NIS	8,825	\$5,997
107	95 Express - Pembroke Pines - Hollywood - Miami	3,173	159	NIS	NIS	NIS	NIS	3,173	\$3,503
108	95 Express - Miramar - Miami	7,867	393	NIS	NIS	NIS	NIS	7,867	\$7,720
109	95 Express - Pembroke Pines - Miramar - Miami	11,261	563	NIS	NIS	NIS	NIS	11,261	\$9,489
110	595 Express - Sunrise - Miami	7,984	399	NIS	NIS	NIS	NIS	7,984	\$5,230
114	595 Express - Sunrise - Civic Center	8,712	436	NIS	NIS	NIS	NIS	8,712	\$5,765
Unknown		114	6	1	0	31	8	146	\$43
Fixed Route (Directly Operated) Subtotal		1,953,154	97,658	231,963	57,991	136,363	34,091	2,321,480	1,753,911
15	N. 56 Ave - Griffin Road	2,348	117	NIS	NIS	NIS	NIS	2,348	\$2,052
23	Sawgrass Mills - Pembroke Lakes Mall	6,152	308	NIS	NIS	NIS	NIS	6,152	\$4,686
56	Sunrise Lakes	7,195	360	NIS	NIS	NIS	NIS	7,195	\$0
Fixed Route (Purchased Transportation) Subtotal		15,696	785	NIS	NIS	NIS	NIS	15,696	6,738
Fixed Route Total February 2018		1,968,850	98,442	231,963	57,991	136,363	34,091	2,337,176	1,760,649
Fixed Route Total February 2017								2,461,497	1,869,202
Change (%)								-5.1%	-5.8%

TOP 5 BOTTOM 5

* Top 5 and Bottom 5 highlights are based on Feb 2018 average weekday ridership rankings and exclude Express, Breeze, and Purchased Transportation routes.

FEBRUARY 2018 PASSENGERS PER HOUR			FEBRUARY 2018				FEBRUARY 2017			
Route	Corridor	Weekday	Saturday	Sunday	Total	Weekday	Saturday	Sunday	Total	%
1	US1 - South of Broward Terminal	29.8	25.7	30.5	29.1	30.8	28.2	29.5	30.2	-3.5%
101	US1 Breeze	23.1	NIS	NIS	23.1	24.2	NIS	NIS	24.2	-4.7%
2	University Drive	23.1	23.9	20.6	23.0	24.8	27.1	22.9	24.9	-7.6%
102	University Breeze	16.1	NIS	NIS	16.1	19.8	NIS	NIS	19.8	-18.8%
4	A1A - Las Olas - Sistrunk Blvd - NW 21 Ave	21.9	17.6	15.7	20.8	21.5	18.5	15.7	20.6	0.8%
5	Pembroke Rd - Hallandale Bch City Hall	20.2	20.9	14.8	19.9	21.1	21.7	16.5	20.8	-4.6%
6	Broward Terminal - SR94 - Coconut Creek Rd	18.6	13.1	NIS	17.7	19.5	13.5	NIS	18.8	-8.0%
7	Hollywood/Pines Blvd	23.4	21.9	21.0	23.0	25.9	23.6	20.0	25.2	-8.8%
9	Broward Terminal - Davie Rd - Johnson St	22.2	15.7	12.0	20.7	23.2	17.5	14.5	21.9	-5.5%
10	US1 - North of Broward Terminal	26.3	23.9	24.3	25.9	26.8	25.0	26.1	26.5	-2.4%
11	A1A - Las Olas - Sistrunk Blvd - NW 21 Ave	21.9	17.6	15.7	20.8	21.5	18.5	15.7	20.6	0.8%
12	Sheridan St - Davie Rd - University Dr	21.8	14.0	10.5	19.8	23.0	14.9	10.9	20.8	-5.1%
14	Powerline Road	30.8	34.7	28.3	30.9	33.0	35.4	28.6	33.0	-6.2%
16	Stirling Rd - Pembroke Lakes Mall	18.3	13.1	NIS	17.7	19.5	13.5	NIS	18.8	-8.0%
18	State Road 7 - South of Lauderhill Mall	30.4	29.6	32.2	30.5	32.8	32.5	31.7	32.7	-6.8%
19	State Road 7 - North of Lauderhill Mall	38.8	38.3	36.9	38.6	34.4	40.2	36.3	34.4	12.2%
441	441 Breeze	31.9	NIS	NIS	31.9	34.4	NIS	NIS	34.4	-7.3%
20	NE 18 Avenue	18.0	14.6	15.1	17.4	17.3	16.1	14.4	17.0	2.6%
22	Broward Boulevard	25.2	23.5	24.1	24.9	26.8	26.2	22.5	26.4	-5.7%
28	Miramar Pkwy/Hallandale Beach Blvd	24.3	18.5	18.9	23.1	26.4	19.9	20.6	25.2	-8.2%
30	Broward Terminal - Davie Blvd/Peters Rd	25.5	23.8	23.8	25.3	27.0	24.0	24.9	26.6	-5.0%
31	NW 31 Ave/Lyons Road	28.6	23.3	17.5	27.4	31.1	24.9	19.2	29.8	-8.0%
34	Sample Road	26.1	30.7	21.5	26.2	28.4	33.3	23.6	28.5	-7.9%
36	Sunrise Boulevard	29.0	23.9	28.7	28.2	29.4	24.6	28.2	28.6	-1.4%
40	NW 31 Ave-Sistrunk Blvd-17 St Caus.-A1A	29.5	26.3	30.7	29.2	30.0	30.7	29.3	30.0	-2.7%
42	Atlantic Blvd	26.2	27.8	22.2	26.1	27.0	31.3	25.1	27.2	-4.0%
44	Broward Blvd	18.3	13.1	NIS	17.7	19.5	13.5	NIS	18.8	-8.0%
50	Dixie Hwy - Wilton Dr.	28.7	30.1	32.1	29.0	29.6	31.5	32.6	29.9	-3.2%
55	Commercial Blvd	27.6	21.5	16.1	26.2	27.9	24.9	16.3	26.8	-2.3%
60	Andrews Ave - MLK/Coconut Creek Pkwy	31.0	26.1	31.1	30.5	30.7	25.4	30.7	30.1	1.3%
62	Riverside Dr - McNab Rd - Cypress Creek	24.7	21.6	14.5	23.7	25.2	21.2	15.2	24.1	-1.7%
72	Oakland Park Blvd	40.2	32.4	33.7	38.6	42.3	34.4	33.5	40.5	-4.7%
81	Broward Blvd - Lauderhill Mall - Inverrary	24.4	21.7	21.1	23.9	26.4	25.2	21.8	26.0	-8.1%
83	Copans Rd/Royal Palm Blvd	19.6	16.2	10.8	18.7	21.0	17.5	11.8	20.0	-6.7%
88	Pine Island Rd/Coral Springs Dr.	19.3	NIS	NIS	19.3	21.5	NIS	NIS	21.5	-10.4%
106	95 Express - Miramar - Miami	12.5	NIS	NIS	12.5	12.0	NIS	NIS	12.0	3.9%
107	95 Express - Pembroke Pines - Hollywood - Miami	6.6	NIS	NIS	6.6	7.4	NIS	NIS	7.4	-10.2%
108	95 Express - Miramar - Miami	14.7	NIS	NIS	14.7	14.9	NIS	NIS	14.9	-0.8%
109	95 Express - Pembroke Pines - Miramar - Miami	15.0	NIS	NIS	15.0	16.3	NIS	NIS	16.3	-7.8%
110	595 Express - Sunrise - Miami	10.7	NIS	NIS	10.7	11.3	NIS	NIS	11.3	-5.5%
114	595 Express - Weston - Miami	12.3	NIS	NIS	12.3	12.1	NIS	NIS	12.1	2.4%
Fixed Route (Directly Operated) Subtotal		28.1	24.5	24.0	25.8	27.5	26.4	24.3	27.2	-5.2%
15	N. 56 Ave - Griffin Road	6.9	NIS	NIS	6.9	8.0	NIS	NIS	8.0	-13.5%
23	Sawgrass Mills - Pembroke Lakes Mall	13.9	NIS	NIS	13.9	12.5	NIS	NIS	12.5	11.2%
56	Sunrise Lakes	14.6	NIS	NIS	14.6	15.6	NIS	NIS	15.6	-6.4%
Fixed Route (Purchased Transportation)		12.3	NIS	NIS	12.3	12.5	NIS	NIS	12.5	-1.5%
System Average		25.8	24.5	24.0	25.6	27.2	26.4	24.3	27.0	-5.2%

TOP 5 BOTTOM 5

* Top 5 and Bottom 5 highlights are based on Feb 2018 total passenger per hour rankings and exclude Express, Breeze, and Purchased Transportation routes.

FEBRUARY 2018 MONTHLY RIDERSHIP BY ROUTE

Route	Corridor	Feb 2018	Feb 2017	% Change	FY18 YTD	FY17 YTD	% Change
1	US1 - South of Broward Terminal	123,399	127,907	-3.5%	638,646	668,343	-4.4%
101	US1 Breeze	40,269	42,271	-4.7%	205,290	210,846	-2.6%
2	University Drive	121,378	134,794	-10.0%	628,734	694,180	-9.4%
102	University Breeze	15,884	16,337	-2.8%	77,019	78,579	-2.0%
3	SR84 - Broward Terminal - County Line Rd	34,257	38,930	-12.0%	171,951	195,090	-11.9%
5	Pembroke Rd - Hallandale Bch City Hall	26,702	29,564	-9.7%	135,655	153,031	-11.4%
6	Broward Terminal - SR84 - County Line Rd	34,257	38,930	-12.0%	171,951	195,090	-11.9%
7	Hollywood/Pines Blvd	71,921	78,839	-8.8%	364,213	406,601	-10.4%
9	Broward Terminal - Davie Rd - Johnson St	33,057	34,989	-5.5%	167,285	178,192	-6.1%
10	US1 - North of Broward Terminal	77,516	79,398	-2.4%	400,266	416,162	-3.8%
11	A1A - Las Olas - Sistrunk Blvd - NW 21 Ave	57,538	60,517	-4.9%	287,982	300,978	-4.3%
12	Sheridan St - Davie Rd - University Dr	29,922	31,514	-5.1%	147,588	156,481	-5.7%
14	Powerline Road	78,384	83,548	-6.2%	405,038	420,775	-3.7%
16	Shirley Rd - Pembroke Lakes Mall	18,762	17,707	-5.7%	82,554	82,785	-0.3%
18	State Road 7 - South of Lauderhill Mall	120,774	126,414	-4.5%	622,980	652,475	-4.5%
19	State Road 7 - North of Lauderhill Mall	146,251	155,004	-5.6%	768,315	787,016	-2.4%
441	441 Breeze	91,232	97,425	-6.4%	453,006	493,203	-8.2%
441	441 Breeze	91,232	97,425	-6.4%	453,006	493,203	-8.2%
22	Broward Boulevard	82,134	87,079	-5.7%	426,398	462,226	-7.8%
28	Miramar Pkwy/Hallandale Beach Blvd	80,433	87,580	-8.2%	404,276	447,494	-9.7%
30	Broward Terminal - Davie Blvd/Peters Rd	44,711	45,248	-1.2%	228,947	228,227	0.3%
31	NW 31 Ave/Lyons Road	61,918	67,334	-8.0%	309,608	333,990	-7.3%
34	Sample Road	71,185	77,304	-7.9%	356,685	389,809	-8.5%
36	Sunrise Boulevard	117,619	119,386	-1.5%	607,763	606,055	0.3%
40	NW 31 Ave-Sistrunk Blvd-17 St Caus.-A1A	73,907	75,966	-2.7%	378,482	393,035	-3.7%
42	Atlantic Blvd	38,562	40,634	-5.1%	199,342	209,700	-4.9%
48	Willemette Blvd	10,000	12,359	-18.7%	47,180	64,126	-26.4%
50	Dixie Hwy - Wilton Manors Dr.	95,919	99,100	-3.2%	482,042	495,103	-2.6%
55	Commercial Blvd	48,380	49,504	-2.3%	240,169	251,519	-4.5%
60	Andrews Ave - MLK/Coconut Creek Pkwy	90,696	89,567	1.3%	456,449	449,213	1.6%
62	Riverside Dr - McNab Rd - Cypress Creek	43,433	44,172	-1.7%	212,115	225,492	-5.9%
72	Oakland Park Blvd	182,188	191,193	-4.7%	933,096	976,549	-4.4%
81	Broward Blvd - Lauderhill Mall - Inverrary	73,076	79,512	-8.1%	382,094	403,397	-5.3%
83	Copans Rd/Royal Palm Blvd	23,490	25,576	-8.2%	117,810	129,639	-9.1%
88	Pine Island Rd/Conch Springs Dr	13,893	15,286	-10.4%	67,811	72,884	-7.5%
106	95 Express - Miramar - Miami	8,825	8,567	3.0%	44,875	45,450	-1.3%
107	95 Express - Pembroke Pines - Miami	3,173	3,430	-7.5%	16,837	18,358	-8.3%
108	95 Express - Miramar - Miami	7,867	7,850	0.2%	40,707	38,573	5.5%
109	95 Express - Pembroke Pines - Miramar - Miami	11,261	10,640	5.8%	56,327	54,224	3.9%
110	595 Express - Sunrise - Miami	7,984	7,917	0.8%	38,840	37,859	2.6%
114	595 Express - Weston - Miami	8,712	7,917	10.0%	44,294	37,493	18.1%
Unknown		146	215	-32.1%	987	996	-0.9%
Fixed Route (Directly Operated) Subtotal		2,321,480	2,445,563	-5.1%	11,833,070	12,464,723	-5.1%
15	N. 56 Ave - Griffin Road	2,348	2,714	-13.5%	12,653	13,782	-8.2%
23	Sawgrass Mills - Pembroke Lakes Mall	6,152	5,531	11.2%	28,796	29,322	-1.8%
56	Sunrise Lakes	7,195	7,689	-6.4%	36,855	40,304	-8.6%
Fixed Route (Purchase Transportation) Subtotal		15,696	15,934	-1.5%	78,304	83,408	-6.1%
Fixed Route Total		2,337,176	2,461,497	-5.1%	11,911,373	12,548,131	-5.1%
TOP 5		BOTTOM 5					

* Top 5 and Bottom 5 highlights are based on Feb 2018 total ridership rankings and exclude Express, Breeze, and Purchased Transportation routes.

FEBRUARY 2018 COMMUNITY BUS MONTHLY RIDERSHIP BY ROUTE

	Feb 2018	Feb 2017	% Change	FY18 YTD	FY17 YTD	% Change
Community Bus						
Coconut Creek N	4,060	5,203	-22.0%	21,648	25,148	-13.9%
Coconut Creek S	4,998	6,413	-22.1%	25,555	31,202	-18.1%
Coral Springs-Green	2,803	2,762	1.5%	11,528	14,896	-22.6%
Coral Springs-Blue	3,289	3,589	-8.4%	14,786	17,843	-17.1%
Dania Beach-Blue	1,710	1,801	-5.1%	9,119	8,623	5.8%
Dania Beach-Green	1,371	1,698	-19.3%	7,089	9,466	-25.1%
Davie-Green	2,427	3,416	-29.0%	13,471	13,687	-1.6%
Davie-Blue	6,346	8,875	-28.5%	36,903	44,823	-17.7%
Davie-SFEC	5,712	5,527	3.3%	29,364	28,806	1.9%
Deerfield Beach 1	1,920	2,013	-4.6%	9,209	9,679	-4.9%
Deerfield Beach 2	2,159	2,550	-15.3%	12,098	13,250	-8.7%
FTL Sun Trolley-Downtown Loop	4,448	2,609	70.5%	22,809	10,790	111.4%
FTL Sun Trolley-Las Olas Link	3,161	2,760	14.5%	15,104	10,803	39.8%
FTL Sun Trolley-Galt Link A	NIS	815	N/A	1,638	4,122	-60.3%
FTL Sun Trolley-Galt Link B	NIS	671	N/A	1,639	2,364	-30.7%
FTL Sun Trolley-Beach Link	9,632	6,374	51.1%	42,636	27,056	57.6%
FTL Sun Trolley-Neighborhood Link	2,642	3,830	-31.0%	16,580	16,174	2.5%
Hallandale Beach 1	8,682	5,478	58.5%	38,958	25,310	53.9%
Hallandale Beach 2	4,803	5,083	-5.5%	24,076	26,922	-10.6%
Hallandale Beach 3	5,154	4,567	12.9%	26,316	21,680	21.4%
Hallandale Beach 4	4,958	4,069	21.8%	26,100	20,055	30.1%
Hillsboro Beach	647	1,185	-45.4%	6,417	7,031	-8.7%
Hollywood-Beach Line	1,369	1,171	16.9%	5,182	3,935	31.7%
Hollywood-North Downtown	3,089	2,809	10.0%	13,194	10,998	20.0%
Hollywood-South Downtown	4,260	3,578	19.1%	16,090	14,077	14.3%
Lauderdale-by-the-Sea Pelican Hopper	3,262	2,692	21.2%	16,217	14,827	9.4%
Lauderdale Lakes-Route 1	3,155	3,324	-5.1%	14,844	17,409	-14.7%
Lauderdale Lakes-Route 2	4,107	4,059	1.2%	20,103	20,261	-0.8%
Lauderhill-Route 1	6,740	7,037	-4.2%	36,185	38,209	-5.3%
Lauderhill-Route 2	6,170	6,947	-11.2%	32,629	42,069	-22.4%
Lauderhill-Route 3	7,640	8,176	-6.6%	41,011	43,457	-5.6%
Lauderhill-Route 4	5,820	6,023	-3.4%	31,103	30,470	2.1%
Lauderhill-Route 5	7,692	7,882	-2.4%	37,877	41,036	-7.7%
Lauderhill-Route 6	2,386	3,542	-32.6%	12,035	18,828	-36.1%
Lauderhill-Route 7	2,035	2,816	-27.7%	10,179	14,303	-28.8%
Lighthouse Point	744	945	-21.3%	4,329	4,904	-11.7%
Margate A	1,927	1,873	2.9%	10,586	9,562	10.7%
Margate B	807	954	-15.8%	1,044	1,356	-23.2%
Margate C	2,741	2,593	5.7%	13,531	13,792	-1.9%
Margate D	2,534	2,708	-6.4%	13,798	15,467	-10.8%
Miramar-Green	4,005	4,368	-8.3%	18,329	20,285	-9.6%
Miramar-Red	3,514	4,093	-14.1%	18,113	18,610	-2.7%
Miramar-Yellow	413	2,335	-82.3%	5,981	9,666	-44.5%
Miramar-Orange	2,961	3,342	-11.4%	14,097	14,899	-5.4%
Pembroke Pines-Green	3,922	4,078	-3.8%	20,611	20,218	1.9%
Pembroke Pines-Gold East	6,673	6,580	1.4%	34,742	32,492	6.9%
Pembroke Pines-Gold West	3,008	2,891	4.0%	16,204	14,545	11.4%
Pembroke Pines-Blue East	810	753	-7.5%	3,003	3,565	-15.2%
Pembroke Pines-Blue West	565	399	41.0%	2,193	2,081	5.4%
Pompano Beach-Blue	2,232	2,481	-10.0%	9,361	12,820	-27.0%
Pompano Beach-Green	1,702	1,714	-0.7%	8,259	9,056	-8.8%
Pompano Beach-Red	2,386	2,750	-13.2%	12,941	13,409	-3.5%
Pompano Beach-Orange	1,497	1,946	-23.1%	6,823	9,692	-29.6%
Tamarac Red	4,382	4,531	-3.3%	22,981	23,107	-0.5%
West Park	813	795	2.3%	3,248	4,239	-23.4%
Community Bus Total	185,488	192,783	-3.8%	940,356	953,414	-1.4%
TOP 5		BOTTOM 5				

* Top 5 and Bottom 5 highlights are based on Feb 2018 total ridership rankings.

FEBRUARY 2018 COMMUNITY BUS PASSENGER PER HOUR

	Feb 2018	Feb 2017	% Change	FY18 YTD	FY17 YTD	% Change
Community Bus						
Coconut Creek N	8.2	10.4	-22.0%	8.2	9.8	-16.7%
Coconut Creek S	9.6	12.3	-22.1%	9.2	11.6	-20.7%
Coral Springs-Green	10.9	10.8	1.5%	8.5	11.1	-23.2%
Coral Springs-Blue	12.8	14.0	-8.4%	11.0	13.3	-17.8%
Dania Beach-Blue	8.4	8.8	-5.1%	8.5	8.1	4.9%
Dania Beach-Green	8.9	8.7	10.8%	8.8	8.8	0.0%
Davie-Green	9.1	12.7	-28.4%	9.7	9.7	-0.1%
Davie-Blue	13.6	19.0	-28.5%	15.4	17.7	-13.0%
Davie-SFEC	11.7	11.3	3.3%	11.6	11.5	0.9%
Deerfield Beach 1	12.6	13.2	-4.6%	11.5	12.5	-7.7%
Deerfield Beach 2	14.2	16.8	-15.3%	15.1	17.1	-11.4%
FTL Sun Trolley-Downtown Loop	11.3	10.7	5.7%	11.1	11.7	-5.7%
FTL Sun Trolley-Las Olas Link	11.6	14.6	-20.4%	10.4	11.9	-13.0%
FTL Sun Trolley-Galt Link A	NIS	5.2	N/A	5.2	5.0	4.5%
FTL Sun Trolley-Galt Link B	NIS	4.5	N/A	4.9	3.8	30.2%
FTL Sun Trolley-Beach Link	13.0	13.4	-2.6%	11.1	11.9	-6.7%
FTL Sun Trolley-Neighborhood Link	13.2	21.2	-37.7%	16.6	24.0	-30.6%
Hallandale Beach 1	15.1	19.0	-20.8%	12.9	16.7	-23.0%
Hallandale Beach 2	16.8	17.6	-4.6%	16.0	17.8	-10.4%
Hallandale Beach 3	17.9	15.9	12.9%	17.4	14.3	21.4%
Hallandale Beach 4	14.8	14.1	4.7%	14.8	13.3	11.6%
Hillsboro Beach	8.1	7.1	12.5%	8.3	8.8	-6.8%
Hollywood-Beach Line	9.0	7.8	15.9%	6.8	5.5	23.8%
Hollywood-North Downtown	8.1	7.5	7.5%	6.4	5.4	18.4%
Hollywood-South Downtown	11.1	9.5	17.7%	7.9	7.2	10.0%
Lauderdale-by-the-Sea Pelican Hopper	11.6	9.3	24.8%	10.8	10.0	7.2%
Lauderdale Lakes-Route 1	18.7	19.7	-5.1%	16.4	19.8	-17.2%
Lauderdale Lakes-Route 2	24.4	23.9	2.0%	22.1	22.9	-3.5%
Lauderhill-Route 1	28.7	29.3	-2.2%	28.9	30.6	-5.5%
Lauderhill-Route 2	25.7	28.9	-11.2%	26.0	33.7	-23.0%
Lauderhill-Route 3	32.1	34.1	-5.8%	33.1	34.8	-5.0%
Lauderhill-Route 4	24.3	25.1	-3.4%	24.9	24.4	1.8%
Lauderhill-Route 5	32.3	32.8	-1.6%	30.5	32.9	-7.3%
Lauderhill-Route 6	15.2	22.1	-31.5%	14.6	22.6	-35.6%
Lauderhill-Route 7	12.9	17.6	-27.0%	12.2	17.2	-28.8%
Lighthouse Point	6.5	8.5	-23.3%	7.2	8.4	-13.9%
Margate A	10.7	10.4	2.9%	11.2	10.1	10.7%
Margate A**	9.8	7.4	31.1%	8.4	6.8	21.8%
Margate C	15.2	14.4	5.7%	14.3	14.6	-1.9%
Margate D	14.1	15.0	-6.4%	14.6	16.4	-10.8%
Miramar-Green	16.8	18.3	-7.8%	14.7	16.7	-12.1%
Miramar-Red	15.2	17.1	-10.9%	14.6	15.5	-5.6%
Miramar-Yellow	9.5	10.9	-13.1%	8.7	9.2	-5.7%
Miramar-Orange	12.6	14.2	-11.4%	11.5	12.3	-6.8%
Pembroke Pines-Green	7.4	7.7	-3.8%	7.3	7.2	1.7%
Pembroke Pines-Gold East	12.8	12.6	1.4%	12.5	11.7	6.8%
Pembroke Pines-Gold West	11.1	10.6	5.1%	11.2	10.0	11.8%
Pembroke Pines-Blue East	7.9	9.8	-19.0%	7.4	9.0	-17.6%
Pembroke Pines-Blue West	8.5	4.6	40.2%	6.8	4.6	47.0%
Pompano Beach-Blue	14.0	15.6	-10.0%	11.2	15.5	-27.7%
Pompano Beach-Green	10.8	10.9	-0.7%	10.0	11.1	-9.7%
Pompano Beach-Red	15.0	17.3	-13.2%	15.5	16.2	-4.4%
Pompano Beach-Orange	9.4	12.2	-23.1%	8.2	11.7	-30.3%
Tamarac Red	14.4	15.0	-3.7%	14.6	14.8	-1.4%
West Park**	7.1	7.6	-7.0%	5.8	7.9	-26.2%
Community Bus Total	13.8	14.4	-6.0%	12.8	13.9	-7.6%

TOP 5 **BOTTOM 5**

* Top 5 and Bottom 5 highlights are based on Feb 2018 passenger per hour rankings.

** Route is fully funded by the sponsoring municipality and is not subject to BCT's 7.1 PPH efficiency standard

JANUARY 2018 REGIONAL RIDERSHIP SNAPSHOT

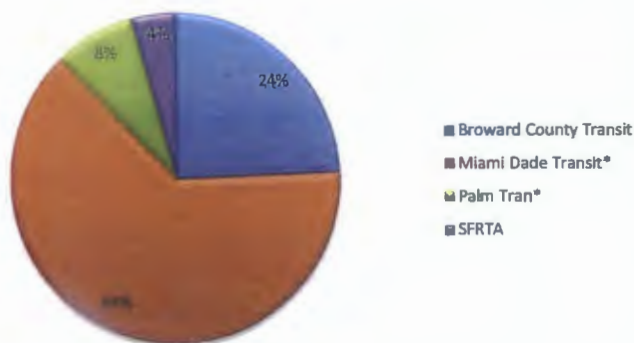
Transit Provider	January 2018 Ridership	January 2017 Ridership	% Change	Average Weekday Ridership	Average Saturday Ridership	Average Sunday Ridership
Broward County Transit	2,601,857	2,793,968	-6.88%	99,929	55,258	30,699
Fixed Route Bus	2,342,582	2,532,621	-7.50%	89,457	55,258	30,699
Community Bus	186,728	195,045	-4.26%	7,469		
Paratransit	72,547	66,302	9.42%	3,003		
Miami Dade Transit*	6,783,192	7,919,860	-14.35%	270,100	148,000	108,900
Metrobus	4,380,099	5,192,692	-15.65%	172,200	101,900	71,200
Metrorail	1,517,341	1,734,768	-12.53%	63,000	26,900	21,500
Metromover	748,797	858,961	-12.83%	29,200	16,900	14,100
STS - Paratransit	136,955	133,439	2.63%	5,700	2,300	2,100
Palm Tran*	848,572	790,894	7.29%	2,998	-	-
Fixed Route Bus	771,689	790,894	-2.43%	N/A	N/A	N/A
Connection - Paratransit	76,883	N/A		2,998		
SFRTA	459,100	438,486	4.70%	17,469	8,915	7,824
Tri-Rail	378,114	362,950	4.18%	14,373	7,484	6,393
Feeder Bus	80,986	75,536	7.22%	3,096	1,431	1,431
Regional Total	10,892,721	11,943,208	-10.47%	390,496	212,173	147,423

Sources: January 2018 BCT Monthly Ridership Report, MDT Ridership Technical Report, Palm Tran Ridership Report, SFRTA Operations Report

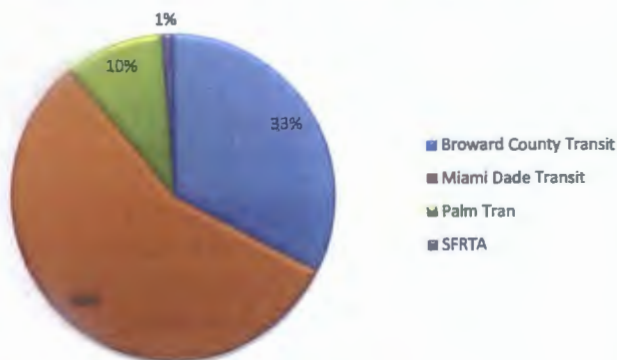
Disclaimer: Ridership statistics are subject to change. For the most accurate data please contact each transit agency directly

* Miami-Dade ridership is for the month of December. Palm Tran Fixed Route Average Weekday, Saturday and Sunday ridership is unavailable.

Regional January 2018 Ridership: All Modes



Regional January 2018 Ridership: Bus Only



Ridership Information – City of Pompano Beach Community Bus – Useful Links

Ridership Reports: <http://www.broward.org/BCT/Reports/Pages/Facts.aspx>

Broward County's Website: <http://www.broward.org/BCT/Riders/Pages/CommunityBuses.aspx>

City's website: http://pompanobeachfl.gov/index.php/pages/community_bus/community_bus