



Bus Operation Services

Agreement 2015-43

A. Parties

This Agreement 2015-43 (the "Agreement") is made this 28th day of May, 2015, by and between MV Contract Transportation, Inc., a wholly owned subsidiary of the parent company MV Transportation, Inc. ("MV"), located at 5910 N Central Expressway, Suite 1145, Dallas, Texas 75206, and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

B. Recitals

Whereas, the Town desires to enter into an agreement with MV for bus operation services; and

Whereas, MV agreed to provide said services to the Town based on the provisions of MV's Professional Services Agreement ("PSA") with The City Hialeah, Florida dated on November 1, 2010, , except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Resolution 15-1299, as approved by the Town Council, has agreed to enter into an agreement with MV, in accordance with the terms of the PSA, which is attached hereto as Attachment "A" and made part of this Agreement.

C. Terms and Conditions

Therefore, both parties agree as follows:

1. Services

MV will provide Bus Operation Services to the Town in accordance with the terms of the PSA (the "Services"). All other terms and conditions of the PSA are incorporated herein by reference, except to the extent otherwise provided in this Agreement.

The Town shall utilize the facilities of the City of Hialeah ("Hialeah") for the storage, fueling and maintenance of the buses. Hialeah's responsibilities related to the buses are outlined in an Interlocal agreement between the Town and Hialeah, a copy of which is attached to this Agreement as Attachment "B".

2. Contract Modifications

As between MV and the Town, the following provisions of the PSA are hereby modified and made applicable to this Agreement:

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



I. In General:

- a. All references to the word "Agreement shall mean this Agreement and the PSA insofar as applicable. This Agreement shall be indicated as 2015-43 and shall be included on all correspondence and invoices.
- b. All references to the "City" or "Hialeah" are hereby respectively changed to the "Town"
- c. All references to the "Mayor" are hereby change to the "Town Manager or designee". For purposes of this Agreement the designee shall be the Town's Planning Director, who will serve as the Project Manager and the primary point of contact for the Town.

II. Initial Term and Renewal Options should read:

- a. The effective date of this Agreement and commencement of Services is on August 1, 2015.
- b. The term of the Agreement will be six (6) months from effective date, with an option to renew ("OTR") for additional six (6) months. The OTR will be exercised at the sole discretion of the Town. Nothing in this Agreement shall preclude MV to participate in and submit to future solicitations issued by the Town with regard to long-term bus operation services.

III. Section II, Scope of Services language is revised as follows:

- a. The list of buses identified in Article 2.3 is hereby modified to reflect the following vehicles:

<u>Vehicle Identification Number (VIN)</u>	<u>Year</u>	<u>Make</u>
1N9MNAE34DC084193	2012	El Dorado
1N9MNAC66DC084192	2012	El Dorado
1FDFE4FP6ADA12828	2005	Ford

- b. Article 2.4 is hereby deleted and replaced with the following:

i. Circulator Service. The Contractor will provide bus services within the Town according to the schedule determined by the Town, which shall be provided to MV at least thirty (30) days before its implementation. The Town will be responsible for designation of the pick-up and delivery points. The Contractor shall operate one fixed-route using two buses and a demand-response service using one bus. The Contractor shall provide the fixed-route bus services every Monday through Friday from 6:00 a.m. to 10:00 a.m., and from 2:15 p.m. through 7:00 p.m., except during New Year's Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day when these services will not be provided by Contractor.

ii. On-Demand Service. The Contractor shall provide the demand-response service every Monday through Friday between 8:00 a.m. and 3:15 p.m., except during New Year's Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day when this service will not be provided by Contractor. The hours and days of service are subject to change at the sole discretion of the Town which changes must be communicated to Contractor at



least fifteen (15) days before its implementation. Passengers must be picked-up within ten (10) minutes of the scheduled time. An amount equal to \$17.00 will be deducted for each passenger the Contractor fails to pick-up within this time-frame.

iii. Additional Service. From time to time, the Town may request that the Contractor operate the transportation services beyond the established schedules. These additional services may include, but are not limited to, extended hours of Service, special routing to assist during post-recovery period from a disaster, including both man-made or natural disasters, or special events. The Contractor will provide these Services as directed by the Town and will be compensated at the hourly rate established in this Agreement.

c. Article 2.5 is deleted and replaced with:

i. For day to day operations, the Town's point of contact will be:

Brandon Schaad
Director, Planning & Zoning
(305) 364-6100 ext. 1102 or schaadb@miamilakes-fl.gov

ii. For contractual related issues the Town's point of contract will be the Town's Procurement Manager, as Identified in Section VI General Conditions.

iii. For day to day operations, the Contractor's point of contact is the site manager.

d. The language in Article 2.7 is hereby deleted and replaced with the words "Not Used". In addition, all references and requirements in the PSA related to fare boxes or fare collection are hereby deleted.

e. The required quality/safety workshops referred to in Article 2.8 shall be provided by MV.

IV. Section III, Compensation is revised as follows:

a. The first two sentences of Article 3.0 are hereby deleted and replaced with the following:

The Town agrees to pay the Contractor the rate of \$23.01 per vehicle revenue hour. For purposes of this Agreement, a revenue hour is defined a unit of time, expressed to the exact minute, measured from the time of arrival at the first scheduled stop until the time of departure from the last scheduled stop of each bus each day, excluding deadhead and lunch breaks. Deadhead is defined as the time from the departure from the facility to the arrival at the first stop and the time from departure from the last stop to arrival at the facility at the end of the service day.

b. In addition to the provisions on invoices, the following language is added:

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Contractor will provide one invoice per month for the Services provided in the prior month. The Contractor will use the Town's standard invoice form. All payments will be made in accordance with the State of Florida Local Government Prompt Payment Act.

V. Section VI, General Conditions, the points of contact for the Town is updated as follows:

Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

Gary Fabrikant
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
fabrikantG@miamilakes-fl.gov

VI. Section VIII, LIMITATION ON DELEGATION AND ASSIGNMENT:

The performance of this Agreement will not be transferred, pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a merger or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Agreement.

Any transfers or assignments without Town's approval is a cause to terminate this Agreement. Further, such transfers or assignments will not bind the Town.

Nothing herein will either restrict the right of the Contractor to assign monies due or shall become due to creditors; or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors made pursuant to applicable law.

VII. Section XV, INSURANCE, Insofar as applicable, is revised to add the following language:

The Town of Miami Lakes must be shown as the additional insured under the required insurance. Copies of such insurance certificates must be provided to the Procurement Manager prior to the commencement of any Service under this Agreement.

3. Federal Civil Rights Compliance Requirements

Contractor shall comply with federal civil rights requirements as stated in the Town's Assurance Of Compliance With Title VI of the Civil Rights Act of 1964 attached to this Agreement as Attachment "C".

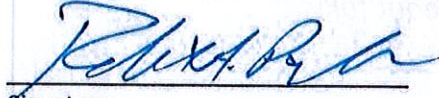
4. Subcontractors

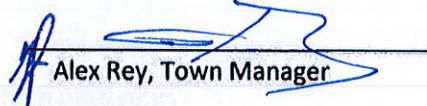
Contractor shall not subcontract any of the Services to be performed under this Contract without the prior written consent of the Project Manager.



MV Contract Transportation, Inc.

Town of Miami Lakes


Signature


Alex Rey, Town Manager

Robert A. Pagorek
Name (Print)

Attest:

Marjorie Tejeda, Town Clerk

6601 Main Street • Miami Lakes, Florida, 33014

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CORPORATE RESOLUTION

WHEREAS, MV Contract Transportation, Inc., a wholly owned subsidiary of the parent company MV Transportation, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the Services described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the Chief Financial Officer,
(type title of officer)

Robert A. Pagorek, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 27th day of May, 20 15.

Patricia McAnde
Assistant Corporate Secretary

(Corporate Seal)



**Bus Operation Services
Agreement 2015-43
Amendment No. 1**

This Amendment is hereby entered into on this 3rd day of November, 2015, by and between MV Contract Transportation, Inc., a wholly owned subsidiary of the parent company MV Transportation, Inc., ("MV Transportation") and the Town of Miami Lakes ("Town"), amending Agreement 2015-43.

By executing this Amendment both parties agree as follows:

1. Article C.2.IV.a, is hereby replaced with the following:

The Town agrees to pay the Contractor the rate of \$23.01 per vehicle revenue hour. For the purposes of this Agreement, a revenue hour is defined as a unit of time, expressed to the exact minute, measured from the time the bus leaves the facility in Hialeah, Florida until the bus is returned to the facility in Hialeah, Florida. This time shall be known as "Gate to Gate".

2. Article C.2.IV.b, is hereby changed to Article C.2.IV.c.
3. Article C.2.IV.b, is hereby added as follows:

The Town will be charged a fixed time of 15 minutes per route, per day for fueling time. If the bus is not fuel each day the Town will not be charged the time for the day in which a bus was not fueled.

4. MV Transportation will provide Sunday revenue service between the hours of 8:00 am to 1:00 pm for the purpose of providing transportation to religious services for residents who require such transportation services. The hourly rate for this service will be \$31.165 per hour, which includes the cost of a Dispatcher.
5. The hours MV Transportation provides service on Tuesday, Wednesday, and Thursday are hereby increased to no later than 5:15 pm for the purpose of transporting children from a local after-school program to participate in a soccer club.

MV Contract Transportation, Inc.

Town of Miami Lakes


Signature

Robert A. Pagorek, CFO
Name (Print)


Alex Rey, Town Manager

Attest:

Gina Inguanzo, Town Clerk



Via Email
egriffin@mvtransit.com

April 26, 2016

Mr. Edward Griffin
Vice President, Business Development
MV Contract Transportation, Inc.
5910 N. Central Expressway, Ste 1145
Dallas, TX 75206

Subject: Bus Operating Services, 2015-43, Option To Renew – Corrected

Dear Mr. Griffin:

This letter supersedes the renewal letter dated February 16, 2016.

The initial term for the above referenced Agreement with the Town expired on January 31, 2016.

The terms of the Contract provide that the Town may exercise the option(s) to renew under the Contract subject to the renewal being under the same terms and conditions as contained in the initial Agreement.

This letter serves as the Town's notification that your firm's Agreement with the Town is hereby extended for a period of six (6) months. The option to renew period will commence on February 1, 2016 with an expiration of date of July 31, 2016.

Your company also must provide updated insurance certificates reflecting the coverage required by the contract. Please submit the insurance documents to the Procurement Office at procurement@miamilakes-fl.gov.

Sincerely,


Alex Rey
Town Manager

c: Christina Semeraro, Procurement Manager 
Brandon Schaad, Director of Planning
Héctor Solimán-Valdez, Transportation Planning Coordinator



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