

Albert P. Childress

September 25, 2020

City Manager

Mark Levitt
Vice President
Limousines of South Florida, Inc.
2766 NW 62nd St
Miami, FL 33147

Ref: Operations and Maintenance (O&M) Contract of the Doral Trolley System

Dear Mr. Levitt:

As you are aware, the above referenced contract is for an initial term of one (1) year period with the option to renew for one (1) additional year term. The one year of the Contract will expire on October 1, 2020.

The City of Doral is exercising its right to extend the Contract for an additional one (1) year period from October 2, 2020 through October 1, 2021. This Contract extension will be under all the same terms, conditions, and prices as the original Contract.

If you choose to accept our invitation kindly sign and return this letter at your earliest convenience. Should you have any questions, please do not hesitate to contact me.

Albert P. Childress
City Manager

Accepted: Limousines of South Florida

Date:

Mark Levitt
Vice President

Roy Gonzalez
Owner/Pres/CEO

10/25/20

@ Originally signed prior to expiration by Mark Levitt, VP.



September 12, 2019

Albert P. Childress
City Manager

Mark Levitt
Vice President
Limousines of South Florida, Inc.
2766 NW 62nd Street
Miami, FL 33147

Ref: Operation and Maintenance (O&M) Contract of the Doral Trolley System

Dear Mr. Levitt:

As you are aware, the above referenced Contract Agreement was for an initial two (2) year period with a one-time three (3) year option which will expire on October 1, 2019. The City is currently in the process of completing the Doral/SMART Plan Coordination Study which will review and recommend improvements to the Doral Trolley System including recommendations to address operational and maintenance issues. Based on the forgoing, the City and LSF has agreed to extend the Contract for an additional one-year period to expire on October 1, 2020.

Let this letter serve as an extension of the Contract from October 1, 2019 through October 1, 2020. This letter also amends the Determination of Non-Performance as described in RFP 2014-09 (Maintenance & Operation Services for Doral Trolley Circulator System). The amended terms of the Determination of Non-Performance are attached hereto as Exhibit "A". You also agree to carry Excess Liability Coverage for each occurrence in the amount of one million dollars (\$1,000,000.00). All of the insurance coverage and limits will remain the same. Furthermore, all other terms and conditions of the Contract dated September 22, 2014, remain in full force and effect.

If you choose to accept our invitation, kindly sign and return this letter at your earliest convenience. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Childress", written over a horizontal line.

Albert P. Childress
City Manager

Accepted:

A handwritten signature in blue ink, appearing to read "M. Levitt", written over a horizontal line.

Mark Levitt
Limousines of South Florida, Inc.
Vice President

Date:

9/19/19

Exhibit A
Amendment to RFP 2014-09

Determination of Non-Performance

1. Notice to Successful Proposer. Upon determination by the City of a failure to meet an established performance measure, a written notification will be delivered to the Successful Proposer. Liquidated damages will not be applied without the Successful Proposer receiving a written notice specifying the issue and detailing the time and nature of the occurrence.

2. Adjustments. In the event that the Successful Proposer fails to meet any performance standard established under this Contract, and fails to take satisfactory corrective action(s) within the time limits established under this Contract, adjustments in the City payments to the Successful Proposer will be made as described below:

The Successful Proposer and the City agree to the following schedule of liquidated damages for specific items of non-performance as specified below because actual damages are difficult to ascertain. Therefore, the amounts are established as liquidated damages, and not as a forfeiture or penalty, for the Successful Proposer's failure to comply with the specified terms and provisions. With prior notice to the Successful Proposer, the City reserves the right to change the amount of liquidated damages imposed for specific items of nonperformance and reserves the right to add or delete specific items of non-performance.

- a) Service Delivery. Failure to achieve the performance standards, arriving more than 10 minutes late to the first stop at the commencement of the scheduled route:

\$100.00 per event

- b) Skipped stops (including passengers not being picked up):

\$100 per stop

- c) Climate control. Failure to achieve the performance standards described:

\$100 per day per vehicle

- d) Vehicle condition. Failure to achieve the following performance standards per occurrence after written notification by the City:

Graffiti	\$25 per vehicle per inspection
Minor Body Damage	\$25 per vehicle per inspection
Major Body Damage	\$100 per vehicle per inspection

Safety Equipment	\$100 per vehicle per inspection
Vehicle Maintenance	\$50 per vehicle per inspection
Trash & Debris	\$25 per vehicle per inspection
Exterior Vehicle Cleanliness	\$50 per vehicle per inspection

- e) Reporting Requirements. Failure to submit clear and accurate reports on time as specified herein:

\$50 per event, \$25 each additional day late

- f) Uniforms. Failure to achieve this performance standard:

\$25 per event

- g) Service interruption. \$100 per hr. per vehicle

- h) No service provided for full route. \$2,000 per day per vehicle

- i) Safety. Any case in excess of one traffic citation per month.

\$100 per event

- j) Trolley Tracker Assignments. Trolleys shall be assigned properly and removed from the system within approximately 15 minutes after event.

\$50 per event, \$25 each additional 30 minutes

Exhibit B
Insurance Requirements

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability
Each Occurrence \$1,000,000
Policy Aggregate \$2,000,000
Personal & Advertising Injury \$1,000,000
Products & Completed Operations \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage
Combined Single Limit
Any Auto/Owned Autos or Scheduled Autos
Including hired and Non Owned Autos
Any One Accident \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida
Waiver of Subrogation

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

A. Limits of Liability

Each Occurrence \$1,000,000

Policy Aggregate \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

V. **Crime Coverage** \$100,000

A. Endorsements Required

City of Doral listed as Loss Payee

VI. **Auto Physical Damage**

A. Comprehensive/Collision Deductible \$5,000

B. Endorsements Required

City of Doral listed as loss payee



July 12, 2016

Edward A. Rojas

City Manager

Mark Levitt
Vice President
Limousines of South Florida, Inc.
2766 NW 62nd St
Miami, FL 33147

Ref: Professional Services Agreement between the City of Doral & Limousines of South Florida, Inc. to provide Maintenance and Operation Services for the Doral Trolley Circulator System; Contract Date: 9/22/2014

Dear Mr. Levitt:


As you are aware, the above referenced contract is for an initial term of two (2) years with the option to renew for an additional three (3) year period. The initial two (2) year contract is set to expire on October 1, 2016.

The City of Doral invites your company to extend the Contract and join us for an additional and final three (3) year period. This Contract extension will be under all the same terms, conditions, and prices as the original Contract and will expire on October 1, 2019.

If you choose to accept our invitation, kindly sign and return this letter at your earliest convenience.

Should you have any questions, please do not hesitate to contact me.

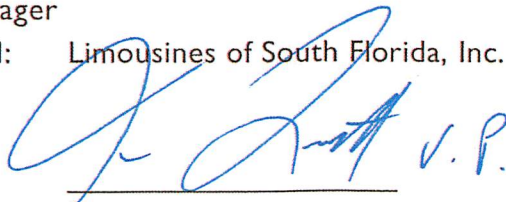
Sincerely,

 (E. Rojas)

Edward A. Rojas
City Manager

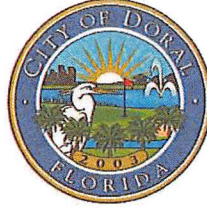
Accepted: Limousines of South Florida, Inc.

Date:

 V.P.

7/22/16

Mark Levitt
Vice President



Edward Rojas

City Manager

**CITY OF DORAL
NOTICE TO PROCEED**

Maintenance & Operation Services for Doral Trolley Circulator System

September 22, 2014

Mark Levitt
Vice President
Limousines of South Florida, Inc.
2766 NW 62nd Street
Miami, FL 33147

PROJECT DESCRIPTION:

City of Doral RFP #2014-09, Maintenance & Operation Services for Doral Trolley Circulator System, in accordance with Contract Documents as prepared by the City of Doral.

You are hereby notified to commence the maintenance and operation of the Doral Trolley System effective Wednesday, October 1st, 2014, as it conforms to the scope of work in accordance with the Contract Agreement dated September 22nd, 2014, with both parties being in total and full agreement or the Contractor shall be subject to the liquidated damages clauses of the agreement. The total cost for the maintenance and operation of the Doral Trolley System in accordance with the Contract Agreement shall not exceed \$3,659,814.40 for the initial two (2) year contract agreement.

By: _____ *(Edward Rojas)*
Edward Rojas
City Manager

Attachment A
Contract Agreement

SECTION 4 – AGREEMENT

THIS AGREEMENT, made and entered into on this 22 day of September, 2014,

by and between Limousines of South Florida, Inc. Party of the First Part, and The City of Doral, Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Service in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as if fully contained here in RFP #2014-09 and Contractors bid submittal.
2. That the First Party shall commence the Services to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall carry out and complete all Services hereunder within the length of time stipulated in the Order.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, at fifty-nine and 84/100 dollars per hour (\$59.84/hr) for an amount not to exceed \$1,633,522.00+ 10% contingency per year (approximately \$1,829,907.20 per year) which is approximately \$3,659,814.40 for maintenance and operation of the Doral Transit System for an initial 2 year term with an optional three year extension with a proportionate, corresponding fee for the extension period.
4. That the Second Party shall make monthly payments to the First Party on the basis of a duly certified and approved estimate of Service performed during each calendar month by the First Party.

5. That upon submission by the First Party of evidence satisfactory to the Second Party that all maintenance, operations, and other costs incurred by the First Party in connection with the provision of the Services have been successfully carried out, payment to First Party of this Agreement shall be made within 15 days after the completion by the First Party of all Services covered by this Agreement and the acceptance of such Services by the Second Party for the payment period.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Services, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Services shall be furnished in manner and form satisfactory to the Second Party.

7. No additional Services or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES: CONTRACTOR:

State of Conn
[Signature]

BY: *[Signature]*

NAME: Mark Levitt

or Corporate Seal TITLE: Vice President



OWNER: City of Doral:

BY: Edward Rojas

NAME: Edward Rojas

TITLE: City Manager

AUTHENTICATION:

BY: Barbara Herrera

NAME: Barbara Herrera

TITLE: CITY CLERK

APPROVED AS TO FORM:

BY: D. L. Weiss

NAME: Weiss, Serota, Helfman, Pastoriza, Cole and Boniske

TITLE: CITY ATTORNEY

Attachment B
Certificates of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2014

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 FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater FL 33756	CONTACT NAME: PHONE (A/C, Ho., Ext.): (877) 517-3416 FAX (A/C, Ho.): (727) 608-1526 E-MAIL ADDRESS: FCTA@frankorum.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Cos, NAIC # 23850 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Limousines of South Florida Inc. 2766 NW 62nd St Miami FL 33147-7662	

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 INSR LVVQ	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime		PHSD920586	2/21/2014	2/21/2015	Employee Theft \$50,000 ERISA Fidelity \$50,000

APPROVED BY RISK MANAGEMENT
DATE: 8/25/14
SIGNATURE: [Signature]

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

Certificate Holder is included as loss payee with respect to the crime coverage.

CERTIFICATE HOLDER (305) 593-6617 City of Doral 8401 N.W. 53rd Terrace Doral, FL 33166	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 Matt Crum/REBG
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2014

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 FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33766	CONTACT NAME:		
	PHONE (TOLL FREE):	1-800-277-1620 x4800	FAX (TOLL FREE): 727-797-0704
INSURED FrankCrum 1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33758	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: FRANK WINSTON CRUM INSURANCE CO.		11600
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES: CERTIFICATE NUMBER: 262177 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.

WH/LTA	TYPE OF INSURANCE	ADD. USR	SUBR. INV	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSIS WAIVE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Per occ. Person) \$ PERSONAL & PROP INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COND. SO SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/USER EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Mandatory in FL) (List, describe and describe the nature of operations below)		N/A	WC201400000	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL, EACH ACCIDENT \$1,000,000 EL, DISEASE - EA EMPLOYEE \$1,000,000 EL, DISEASE - POLICY LIMIT \$1,000,000

APPROVED BY RISK MANAGEMENT
 DATE: 8/25/14
 SIGNATURE: [Signature]

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, A42 (and items) 1 Schedule, if more space is required)
 EFFECTIVE 01/01/2014, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO LIMOUSINES OF SOUTH FLORIDA, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER	CANCELLATION
CITY OF DORAL 8401 N.W. 53RD TERRACE DORAL, FL 33166	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 [Signature]

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

(THIS ENDORSEMENT IS NOT APPLICABLE IN THE STATES OF CALIFORNIA, KENTUCKY, NEW JERSEY PENNSYLVANIA, TEXAS AND UTAH.)

CITY OF DORAL
8401 N.W. 53RD TERRACE
DORAL, FL 33166

APPROVED BY RISK MANAGEMENT
DATE: 8/25/14
SIGNATURE: [Handwritten Signature]

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2014—01/01/2015 Policy No. WC201400000

Endorsement No. N/A

Insured: Frank Winston Crum Insurance Company

Premium \$ N/A

Insurance Company: FRANK WINSTON CRUM INSURANCE CO.

Countersigned by

[Handwritten Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2014

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. SUITE 400 1255 23RD STREET, N.W. WASHINGTON, DC 20037 615840-XSat-ALL-13-14	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Limousines of South Florida, Inc. 2766 NW 62nd Street Miami, FL 33142	INSURER A : National Interstate Insurance Company	NAIC # 32620
	INSURER B : Scottsdale Insurance Company	41297
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CLE-004037229-07 REVISION NUMBER: 19

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC			BCS0031515	02/18/2014	02/18/2015	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 \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8199700-00	12/18/2013	12/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL50091997 'EXCESS GENERAL LIABILITY'	02/18/2014	02/18/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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/A E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Auto Liability			LSX 8197702-00	09/11/2014	12/18/2014	Excess Auto Liability \$5,000,000
A	Auto Physical Damage			8199700-00	02/18/2014	02/18/2015	

APPROVED BY RISK MANAGEMENT
 DATE: 9/11/14
 SIGNATURE:

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

RE: VEHICLES LISTED ON ACORD 101 ATTACHMENT PAGE

City of Doral is included as an Additional Insured where required by written contract as respects to operations of the Named Insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. The City of Doral is included as a Loss Payees as required by contract or agreement.

CERTIFICATE HOLDER City of Doral 8401 NW 53rd Terrace 2nd Floor Doral, FL 33166	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
--	--

AGENCY CUSTOMER ID: 615840

LOC #: Washington



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Limousines of South Florida, Inc. 2766 NW 62nd Street Miami, FL 33142	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE VEHICLES:

2009 Ford Trolley	XB4871	4UZAACDU39CAH6205
2010 Ford Trolley	XB5476	4UZAACDU3ACAP8108
2011 Freightliner STARTRANS	XB4880	4UZADEDUXBCAV2397
2011 Freightliner STARTRANS	XB0107	4UZAACDT3ACAT4844
2014 Ford Super Duty	XD4845	1F66F5DY4EDA00017
2014 Freightliner	XD9894	4UZAEDT7ECFX4450
2014 Freightliner	XD9896	4UZAEDT4ECFZ4994
2014 Freightliner	XD9896	4UZAEDT3ECGA0778

APPROVED BY RISK MANAGEMENT
9/16/14

DATE: _____

SIGNATURE: _____

Attachment C
Performance Bond

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

**PERFORMANCE BOND
(Annual Form)**

Bond No. SUR0002106

KNOW ALL MEN BY THESE PRESENTS, that we, Limousines of South Florida, Inc., as Principal, and Argonaut Insurance Company, licensed to do business in the State of Florida, as Surety, are held and firmly bound unto City of Doral (Obligee), in the penal sum of One Million and 00/100 Dollars (\$1,000,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 14th day of July, 2014, and terminating the 14th day of July, 2016, for RFP #2014-09, Maintenance & Operation Services for Doral Trolley Circulator System and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

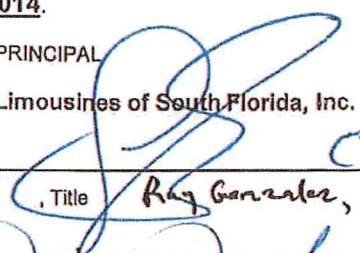
NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 14th day of July, 2014, until 14th day of July, 2015, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 28th day of August, 2014.



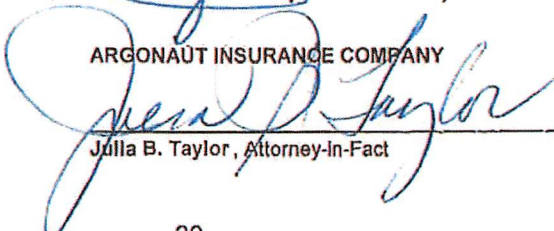
Witness

PRINCIPAL
Limousines of South Florida, Inc.


Title Ray Gonzalez, CEO

Adanna Brothwaite

Witness

ARGONAUT INSURANCE COMPANY


Julia B. Taylor, Attorney-in-Fact

Agreed and acknowledged this _____ day of _____, 20_____.

By: _____
_____, Obligee

Attachment D
Payment Bond

PAYMENT BOND

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

Bond No. SUR0002106

KNOW ALL MEN BY THESE PRESENTS, that we, Limousines of South Florida, Inc., as Principal, and Argonaut Insurance Company, licensed to do business in the State of Florida, as Surety, are held and firmly bound unto City of Doral (Obligee), in the penal sum of One Million and 00/100 Dollars (\$1,000,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written agreement with the above named Obligee (hereinafter referred to as the Contract), effective the 14th day of July, 2014, for RFP #2014-09, Maintenance & Operation Services for Doral Trolley Circulator System and more fully described in said Contract, said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, its executors, administrators, successors and assigns shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect.

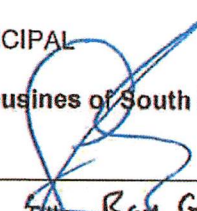
Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term; or after the expiration of 90 days after the day on which any person last supplied the labor and/or materials for which the claim is made, whichever occurs first. If this limitation is void or prohibited by law, then the minimum period of limitation available to Surety as a defense in the jurisdiction of the suit shall be applicable.
2. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
3. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

Sealed with our seals and dated this 28th day of August, 2014.



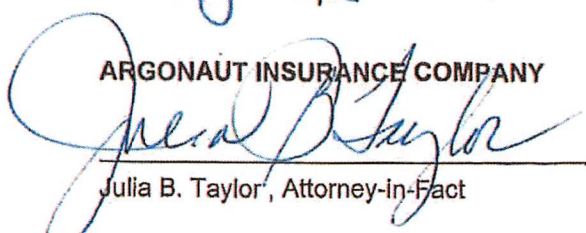
Witness

PRINCIPAL
Limousines of South Florida, Inc.


Title Ray Gonzalez, CEO

Adanna Brothwaite

Witness

ARGONAUT INSURANCE COMPANY


Julia B. Taylor, Attorney-in-Fact

Attachment E
Power of Attorney

Argonaut Insurance Company
225 W. Washington, 6th Floor
Chicago, IL 60606

AS-0039047

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Adanna Brathwaite; Julia B. Taylor; David Saul

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

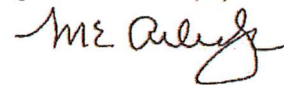
\$20,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 15th day of September, 2011.

Argonaut Insurance Company



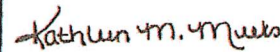
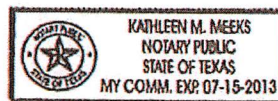
by: _____

Michael E. Arledge President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 15th day of September, 2011 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 28 day of August, 2014



Joshua C. Betz Assistant Vice President



August 5, 2014

City of Doral
8401 Northwest 83rd Terrace
Doral, FL 33166

Atten: Edward Rojas, City Manager

RE: RFP #2014-09 Maintenance & Operation Services for Doral Trolley

Dear Mr. Rojas,

Enclosed are three (3) executed originals of the Agreement pursuant to your request. Please be advised that once we receive a fully executed Agreement back from the City of Doral, the bonding company will issue the Performance Bond.

Thank you for your consideration and support....

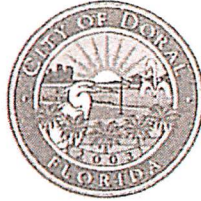
Respectfully,

A handwritten signature in blue ink, appearing to read "Mark Levitt", is written over the word "Respectfully,".

Mark Levitt
Vice President

encl:

3300 S.W. 11 Avenue
Fort Lauderdale, Florida 33315
Phone: (954) 463-0845



CITY OF DORAL
NOTICE OF AWARD

TO: Mark Levitt
Vice President
Limousines of South Florida, Inc.
2766 NW 62nd Street
Miami, FL 33147

PROJECT DESCRIPTION: City of Doral RFP #2014-09, Maintenance & Operation Services for Doral Trolley Circulator System, in accordance with Contract Documents as prepared by the City

And

The CITY has considered the Bid submitted by you for the above described WORK, in response to its Advertisement for Request for Proposal (RFP) and Instructions to BIDDERS.

You are hereby notified that your bid has been accepted for the City of Doral RFP #2014-09, Maintenance & Operation Services for Doral Trolley Circulator System.

You are hereby required by the instructions to BIDDER'S to execute three (3) copies of the Agreement (see attached) and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance (see attached) within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said CITY will be entitled to disqualify the Bid.

By: Edward Rojas
Edward Rojas, City Manager

Dated this 7-14-14 day of July, 2014.

EXHIBIT B

INSURANCE REQUIREMENTS

MAINTENANCE & OPERATION FOR TROLLEY CIRCULATOR SYSTEM

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal & Advertising Injury \$1,000,000

Products & Completed Operations \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

Contingent & Contractual Liability

Premises and Operations Liability

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including hired and Non Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation
Statutory- State of Florida
Waiver of Subrogation

Employer's Liability

- A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

- A. Limits of Liability
 - Each Occurrence \$5,000,000
 - Policy Aggregate \$5,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured

V. Crime Coverage \$100,000

- A. Endorsements Required
 - City of Doral listed as Loss Payee

VI. Auto Physical Damage

- A. Comprehensive/Collision Deductible \$5,000

- B. Endorsements Required
 - City of Doral listed as loss payee

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

RESOLUTION No. 19-222

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA FOR THE OPERATION AND MAINTENANCE OF THE DORAL TROLLEY SYSTEM FOR A ONE (1) YEAR PERIOD WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED THE DEPARTMENTAL BUDGET; AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 22, 2014 the City of Doral entered into a two (2) year contract with a one-time three (3) year option to extend with Limousines of South Florida (LSF) for the operation and maintenance of the Doral Trolley System; and

WHEREAS, on July 22, 2016, the City of Doral executed the contract extension for the additional and final three-year period which will expire on October 1, 2019; and

WHEREAS, the Public Works Department (PWD) is currently in the process of completing the Doral/SMART Plan Coordination Study which will review and recommend improvements to the Doral Trolley System including recommendations to address operational and maintenance issues; and

WHEREAS, as a result of the upcoming expiration of LSF's contract and the possible recommendations from the Doral/SMART Plan Coordination Study, the Mayor and City Council-Members passed Resolution No. 19-186 authorizing staff to waive the competitive bidding process and enter into negotiations with LSF for the operation and maintenance of the Doral Trolley System; and

WHEREAS, PWD respectfully requests authorization for the City Manager to execute the Service Contract Agreement with LSF for a one (1) year period with an optional one (1) year renewal in an amount not to exceed the departmental budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Service Contract Agreement between the City of Doral and Limousines of South Florida for the Operation and Maintenance (O&M) Contract of the Doral Trolley System for an initial one (1) year period with an optional one (1) year extension in an amount not to exceed the departmental budget for this item is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Service Contract Agreement with Limousines of South Florida an initial one (1) year period with an optional one (1) year extension in an amount not to exceed the departmental budget for this item on behalf of the City.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such action as may be necessary to implement the purpose and the provisions of this resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabral who moved its adoption. The motion was seconded by Vice Mayor Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 11 day of September, 2019.



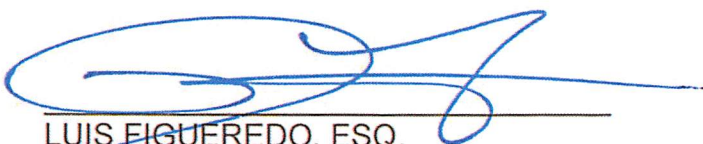
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY