

AUGUSTA TRANSIT MANAGEMENT CONTRACT BETWEEN
AUGUSTA, GEORGIA AND
MV CONTRACT TRANSPORTATION, INC.

THIS AGREEMENT (the "Agreement") by and between Augusta, Georgia, as a political subdivision of the State of Georgia, with its principal place of business located at: 535 Greene Street, Augusta, Georgia (hereinafter "Augusta, Georgia"), and MV CONTRACT TRANSPORTATION, INC. (hereinafter "Contractor"), is effective January 1, 2026.

WITNESSETH

WHEREAS, Augusta, Georgia desires to obtain a qualified transit management company for the management and operation of its fixed route, paratransit, and rural transportation service; and

WHEREAS Augusta, Georgia and CONTRACTOR desire to enter into this Agreement for CONTRACTOR to provide transit services according to the terms and conditions set forth below;

This Agreement includes by reference the following Agreement Documents:

1. Request for Proposals (RFP)
2. All Addenda (if any)
3. Responsive Proposal
4. This Agreement
5. Agreement Amendments (if any)
6. Insurance Certificates
7. Bid Bond (10%)
8. Performance and Payment Bonds (100%)
9. Notice to Proceed
10. Change Orders (if any)
11. Project Acceptance
12. Fee Schedule

NOW THEREFORE, in consideration of the mutual covenants contained below, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, Augusta, Georgia and CONTRACTOR hereby agree as follows;

SECTION 1 - CONTRACT PROVISIONS DEFINITIONS

- a) The term "Augusta" or the "City" means Augusta, Georgia, which acts through the Augusta Board of County Commission and Mayor.
- b) The term "Augusta Board of County Commission" means the governing body of Augusta, Georgia.
- c) The term "Services" means Transit System Service and Support (also "transit system") as described in RFP# 25-125 and workmanship and material furnished or used in performing the services.
- d) The term "Proposer" means any firm or entity responding to this Request for Proposals.
- e) The term "Proposal" means the qualifications, services, support, and prices offered by the Proposer.
- f) The term "Successful Proposer" means the firm or entity to be selected to provide transit services to Augusta, Georgia.

- g) The term "Agreement" has the meaning set out in the introduction to the Recitals.
- h) The term "CONTRACTOR" means the firm or entity awarded the Contract for providing transit system service and support to Augusta, Georgia.
- i) Definition of "Fixed Route Bus Service" means a public transportation service that follows a regular, defined bus route and schedule.
- j) Definition of "Paratransit" means transportation for people with disabilities who are unable to use the regular, fixed route transit services.
- k) Definition of "Rural Transit" means on-demand public transportation service that serves the non-urbanized area of Augusta-Richmond County
- l) Definition of "Microtransit" means an Information Technology (IT) enabled multi-passenger shared ride transportation service that serves passengers using dynamically generated routes and flexible scheduling.

SECTION 2 – OBLIGATIONS OF CONTRACTOR – CONTRACTOR agrees to undertake the following obligations.

- a) CONTRACTOR will supervise, recruit, hire, promote and manage qualified personnel, including but not limited to vehicle operators, dispatchers, and office clerks, to provide Augusta, Georgia the services as agreed to in this Agreement.
- b) CONTRACTOR will provide the administrative and direct transit services identified in the Scope of Services. The Scope of Services is set forth in Section 3, below.
- c) CONTRACTOR will obtain the insurance required in Section 13. CONTRACTOR will not commence work under this Agreement until such insurance is in effect and certification thereof has been received by Augusta, Georgia.
- d) CONTRACTOR will be responsible for daily inspection of vehicles for cleanliness and mechanical condition. CONTRACTOR will ensure that vehicles are clean and in a mechanically sound condition prior to operating the vehicle.
- e) CONTRACTOR will purchase all vehicle insurance, vehicle maintenance and repairs, interior and exterior replacements, brakes, towing and all other items necessary to maintain vehicles (diesel, hybrid or electric) in a clean and mechanically sound condition. Maintenance shall be performed in accordance with all laws, rules and regulations associated with Augusta Transit funding and that incorporates the established Georgia Department of Transportation (GDOT) and Federal Transit Administration (FTA) procedures. Procurement and payment for preventative maintenance must be compliant with all applicable laws, rules and regulations. Augusta, Georgia shall be responsible for all costs associated with motor fuels. Augusta Georgia provides the charging equipment; however, the contractor is responsible for all utility costs including the Kilowatt hour of electricity for the BEB.
- f) CONTRACTOR shall be required to update its maintenance procedures on an annual basis to ensure ongoing compliance with all applicable GDOT and FTA rules and regulations.

SECTION 3 – SCOPE OF SERVICES – Augusta, Georgia hereby engages CONTRACTOR and CONTRACTOR agrees to perform the services hereinafter described in connection with the management and operation of Augusta Transit, (hereinafter referred to as "AT").

Subject only to the provisions and requirements of this Agreement, CONTRACTOR shall, upon receiving Augusta, Georgia's Notice to Proceed, do all things necessary to manage, operate, and

maintain Augusta Transit, including but not limited to:

- a) Provide executive and administrative management.
- b) Undertake day-to-day operation of Augusta Transit vehicles.
- c) Ensure all FTA guidelines and procedures are complied with.
- d) Prepare the annual National Transit Database (NTD) report.
- e) Employ and supervise all personnel, including supervisors, vehicle operators, dispatchers, customer service staff, mechanics and other maintenance personnel.
- f) Coordinates a paratransit certification/re-certification, reservations and scheduling program.
- g) Administer training and safety programs.
- h) Undertake maintenance and repair of all vehicles and equipment.
- i) Process warranty claims for Augusta Transit vehicles.
- j) Operate a rural transit service.
- k) Operate a Microtransit service
- l) Assist in public relations and promotions including attending transit fairs, programs, special events, or any function as requested by AUGUSTA, GEORGIA held either during normal business hours or in the evening or on weekends.
- m) Provide all reports requested by Augusta, Georgia.
- n) Monitor, clean and maintain all bus shelters/stops and bus stop amenities.
- o) Prepare analysis of financial and other matters.
- p) Provide clerical, statistical, and bookkeeping services.
- q) Issue all vehicle operators with uniforms and supply maintenance personnel with Personal Protective Equipment (PPE) as needed.
- r) Provide equipment, parts and supplies required in the operation of Augusta Transit unless specifically identified to be contributed by Augusta, Georgia.
- s) CONTRACTOR will ensure the safety of riders by all reasonable and customary means, including, but not limited to driver training, retraining and monitoring; drug and alcohol training; rider assistance training; maintaining order in and around vehicles; providing safety and emergency procedures; etc.
- t) Undertake such other work as may be necessary in connection with the operation of Augusta Transit in accordance with this Agreement.

SECTION 4 – OPERATING POLICIES AND PROCEDURES – CONTRACTOR will operate the programs under the guidelines of operating policies: (i) attached hereto; and (ii) those operating procedures agreed upon by Augusta, Georgia and the CONTRACTOR that strive to meet the following goals;

- Maintain good rider and community relations.
- Maximize service efficiency while maintaining standards for safety and reliability.

SECTION 5 – PERSONNEL – CONTRACTOR will operate under this Agreement as an independent contractor/operator with full control and supervision of the services performed, and

over employment, compensation, and discipline and discharge of all persons (other than Augusta, Georgia employees and/or cooperating agency employees) assisting in the direct delivery or services under this Agreement. The CONTRACTOR will be solely responsible for all matters relating to wages, hours of work, working conditions, and payment of employees including, but not limited to, compliance with Social Security, payroll taxes and withholdings, unemployment compensation, and Workers' Compensation. The CONTRACTOR agrees to be responsible for its own acts and those of its subordinates, employees, agents and subcontractors during the life of the Agreement.

The relationship between Augusta and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, and employees shall not be entitled to any Augusta employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. No officer or employee of Contractor shall be deemed an officer or employee of Augusta. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to services rendered under this Contract shall be those of the Contractor, not Augusta.

Key Personnel – In the interest of public welfare and safety, the Contractor's General Manager assigned to operate Augusta Transit is required to successfully complete background check including, but not limited to, personal reference check, criminal history, child abuse registry and credit history, and/or drug screening. Contractor's General Manager is considered to be essential to the work being performed under this Agreement. Prior to diverting this individual to other programs or taking them off the project for any reason, CONTRACTOR shall notify Augusta, Georgia in advance and submit justification and proposed substitution(s) in sufficient detail to permit an evaluation of the impact to the services. CONTRACTOR shall make no diversion without the written consent of Augusta, Georgia and under no circumstances shall there be a void in reference to this position. Augusta shall have the right, in its reasonable discretion, to approve or disapprove the proposed key staff member. The prohibition on the diversion of the General Manager and void in reference shall not apply to the extent attributable to death, voluntary resignation, or other reasons outside of CONTRACTOR's reasonable control.

Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

- a) New Staff Training – CONTRACTOR shall, at its own expense, familiarize new personnel with all aspects of the operation prior to allowing drivers to drive unsupervised without a trainer.
- b) Meetings - Augusta, Georgia plans to hold meetings, as needed, for the purpose of discussing service problems and proposed solutions and to maintain open and frequent communications. Unless otherwise notified, CONTRACTOR shall, at its own expense, a principal of CONTRACTOR, or other employee with decision-making authority, will be required to attend all meetings.
- c) Office and Dispatch Staff – CONTRACTOR shall supply a sufficient number of employees to staff the office and to perform all necessary tasks associated with the service. CONTRACTOR will be responsible for providing sufficient staffing to properly meet Augusta, Georgia's expectations, including dispatching services. If, during the term of this

Agreement, service hours are increased or decreased, CONTRACTOR shall be responsible for providing dispatch coverage for all such adjusted service hours.

- d) Driver Qualifications – CONTRACTOR is responsible for ensuring all drivers must be properly licensed in the State of Georgia to provide this type of service. A written record from the Georgia Department of Drivers Services (DDS) will be obtained and reviewed by CONTRACTOR to ensure compliance with driving policy and must be submitted to Augusta, Georgia annually for each driver. Additionally, each of CONTRACTOR's employees who may operate vehicles must possess a valid and current Commercial Driver's License (CDL) with a Passenger Endorsement to the extent required by law. Any operator of Battery Electric Bus (BBE) must receive the required training to operate such vehicle.
- e) Driver Minimum Criteria – CONTRACTOR will ensure that all drivers must also meet the following minimum criteria to participate in this program:
- New drivers shall be fully briefed about the transportation program, reporting forms, vehicle's operation (including operational differences between diesel and electric buses), and the geographic area in which they will operate their vehicles.
 - Before passengers are carried, each driver shall be road-tested with each kind of vehicle he/she will drive.
 - Drivers shall be trained to use any special equipment installed on their vehicles, such as wheelchair lifts, two-way radios, and/or mobile data computers, phones or tablets, fareboxes (including contactless and electronic fare devices) and infotainment systems.
 - Within the first six (6) months of employment, drivers should successfully complete the National Safety Council (NSC) Defensive Driving Course or an approved equivalent. With an on-road refresher course at least every two (2) years and bus simulator training at least once every 12 months.
 - Drivers shall be trained in passenger assistance techniques and sensitivity training that will enable them to understand the special population they are serving. With a refresher course at least every two (2) years.
 - Drivers shall receive at least an annual briefing which covers changes in the transportation program reporting forms and vehicle operation, including the operation of special equipment, fare media advances and Battery Electric Buses.
 - Drivers shall receive training in the use of a fire extinguisher.
 - Drivers must clear a criminal history check, as required under Georgia law.
- f) Driver Record Keeping – The CONTRACTOR will ensure that records are maintained for all drivers to verify that training has been received. The Augusta Transit Director or Deputy Director may assist CONTRACTOR with finding training opportunities, including those offered by GDOT through its Public Transit Division. All costs associated with employee training will be the responsibility of CONTRACTOR. CONTRACTOR is responsible for ensuring that each driver is properly acquainted with the requirements of these services and his/her responsibilities as a driver.
- g) Driver Evaluation – The CONTRACTOR shall have a plan for evaluating each driver's ability to transport older adults and people with disabilities. Evaluation methods shall include at least the following:
- Annual observation of each driver's on-the-job performance (the supervisor should

ride with the driver to observe his/her driving techniques).

- Annual review of each driver's responsibilities and performance results of the annual observation and review shall be documented.

- h) Drug and Alcohol Testing Use Controls – The CONTRACTOR must establish a work environment where its employees are free from the effects of drugs and/or alcohol and must comply with all applicable provisions of the Federal regulations pertaining to drug and alcohol testing. The CONTRACTOR must have written Drug and Alcohol Policy consistent with the Federal requirements. Federal regulations require the CONTRACTOR to test for prohibited drug use and alcohol misuse. All employees shall report to work in an appropriate mental and physical condition to work safely and effectively. No employee shall report to work or engage in work while having the presence of alcohol, illegal drugs, or any disability or controlled substance in his or her system. A Breath Alcohol Concentration (BAC) level of 0.02 or greater, or a verified positive result on a drug test, will be considered evidence of the presence of alcohol or a prohibited drug in the system. Compliance with the Drug and Alcohol Policy will be a condition of employment. Any violation of the policy may subject the employee to discipline, up to and including suspension and/or discharge.

Federal Transit Administration (FTA) regulation 49 CFR Part 655, "Prevention of Alcohol Misuse in Transit Operations," prohibits a safety-sensitive employee from performing a safety-sensitive function with a Breath Alcohol Concentration level of 0.02 or greater. In addition, a safety-sensitive employee must not consume alcohol while performing a safety-sensitive function and must not consume alcohol four (4) hours prior to performing a safety-sensitive function and up to eight (8) hours following an accident or until the employee undergoes a post-accident drug and/or alcohol test, whichever occurs first. FTA regulation 49 CFR 653, "Prevention of Prohibited Drug Use in Transportation Operations," prohibits the use and ingestion of prohibited drugs at all times.

- i) Vehicle Logs – Drivers will be required to maintain vehicle logs for each day of service. Logs may include rider names, scheduled and actual pick-up times, addresses, mileage, vehicle(s) utilized, no-shows, and other pertinent information.
- j) Reporting of Accidents/Emergencies – Drivers shall immediately notify CONTRACTOR's dispatcher by radio in the event of any medical emergency or traffic accident that involves a vehicle used in the performance of this Agreement. CONTRACTOR's dispatcher shall promptly advise the appropriate authorities and AUGUSTA, GEORGIA's designee of the accident or emergency. CONTRACTOR's employees shall not be required to perform any medical or quasi-medical functions for riders.

SECTION 6 – VEHICLES – The CONTRACTOR shall work with AUGUSTA, GEORGIA to maintain a fleet the size of which can provide the volume of riders required to meet the demand for service, taking into consideration the need for back-up vehicles (or subcontracted services) to accommodate vehicle failure or other unforeseen circumstances. CONTRACTOR shall take full responsibility for the, operation, maintenance, and repair of all vehicles and assists Augusta, Georgia in planning for and scheduling replacements. Augusta provides all revenue and non-revenue vehicles.

- a) Vehicle Inventory – Augusta, Georgia vehicles to be used for this service shall be equipped with operating two-way radios provided by Augusta, Georgia. Present inventory includes:

- SEE EXHIBIT 2

b) Condition upon Initial Delivery to CONTRACTOR and Continued Maintenance Expectation – Prior to acceptance of any vehicle by CONTRACTOR, a detailed inspection will take place with representatives of the CONTRACTOR and AUGUSTA, GEORGIA agreeing upon damage and wear (the "Initial Inspection"). AUGUSTA, GEORGIA and CONTRACTOR agree that vehicles will be delivered to CONTRACTOR in good condition with each vehicle meeting or exceeding the following specifications and that such condition(s) shall be maintained by the CONTRACTOR. The CONTRACTOR shall notify Augusta, Georgia if at any time they see the vehicles are not in said condition immediately.

- Vehicle body and all attachments thereto will be free of major dents and scratches, rust and tar. All decals shall be properly applied.
- Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from sidewall damage, shall have a minimum of 25% tread life remaining and shall be free from damage due to improper alignment or balancing.
- If originally supplied in vehicle, vehicles shall contain a spare tire and wheel meeting the standards of paragraph above. Spare tires for other vehicles shall be maintained according to the standards of paragraph above.
- All vehicle lights (and headsigns) shall be in working order.
- All vehicle doors and windows shall be in proper operating condition and properly sealed against entry of fumes or water.
- All components of the emission control and exhaust system (or equivalent systems for Battery Electric Buses) shall be free from leaks, rust and be in proper operating condition. Vehicles shall have current state emission certification (or equivalent for Battery Electric Buses), if so required.
- Vehicle engine (or equivalent systems for Battery Electric Buses) shall be in proper operating condition. Proper condition shall be maintained through scheduled preventive maintenance and timely repairs as needed.
- Vehicle transmission (or equivalent systems for Battery Electric Buses) shall be in proper operating condition, free from leaks, bad gears, or slippage.
- Vehicle electrical system (or equivalent systems for Battery Electric Buses including batteries) and shall be in proper operating condition. Alternators shall be supplying specified output and batteries shall fall within manufacturer's specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturer's specifications.
- All brake linings, drums and rotors shall meet manufacturer's specifications and shall have at least 25% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
- Vehicle radios, antennas and all other communication devices shall be in proper working order and mounted as to not constitute a safety hazard.
- The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tie downs, and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and

meet state requirements.

- Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
 - All rider seats and all other interior surfaces shall be clean and, any stains, tears and graffiti shall be dealt with expediently. Seats shall be properly secured to the vehicle with the proper grade of securement device.
 - Vehicles shall have a current preventive maintenance and inspection including oil and filter change, transmission service, etc., in accordance with the requirements set out herein or otherwise agreed upon between AUGUSTA, GEORGIA and the CONTRACTOR.
 - Vehicles will have current required state inspection and registration certificates, if required.
 - Vehicles will be kept clean at all times and shall be completely fueled. All other fluid levels shall meet manufacturer's requirements.
 - Copies of all vehicle maintenance repair and inspection records shall be provided to Augusta, Georgia Transit Director on a monthly basis.
 - All glass shall be free from chips and cracks.
 - All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and Federal government and all requirements contained in this Agreement.
 - At a place and time mutually agreed to by Augusta, Georgia and CONTRACTOR, the parties shall jointly inspect the vehicles to be provided by Augusta, Georgia to CONTRACTOR. During such inspection, defects to vehicles shall be noted.
 - After initial inspection, Augusta, Georgia shall ensure that all defects noted are repaired prior to CONTRACTOR starting service under the terms of this Agreement.
 - Upon delivery of the vehicles to CONTRACTOR, Augusta, Georgia and CONTRACTOR will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection were completed and that all vehicles are in compliance with this section.
 - In the event the final inspection reveals defects in the vehicles as specified in this section, then Augusta, Georgia will, at their discretion and direction, have these items repaired.
- c) Condition upon Final Re-Delivery to Augusta, Georgia – Except for normal wear and tear, vehicles will be returned to AUGUSTA, GEORGIA in the same condition as they were received by CONTRACTOR.
- d) Safety Inspections - CONTRACTOR's employees shall perform daily safety inspections of vehicles prior to beginning each day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. Augusta, Georgia reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. Augusta, Georgia may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

- Maintenance See Section 3.
- e) Damage - It is CONTRACTOR's responsibility to have all physical damage to vehicles, regardless of cause, repaired in a high-quality manner, within five (5) days of occurrence, if at all possible. Major vehicle body damage, interior and exterior, within sixty (60) business days from the date of the occurrence. Any damage must be reported to the Augusta, Georgia Transit Director immediately.
- f) Radios - Augusta, Georgia vehicles shall be furnished with two-way radios. CONTRACTOR shall maintain, repair, and, if necessary, replace the two-way radios.
- g) Vehicle Usage - Vehicles provided to CONTRACTOR by Augusta, Georgia are to be used solely for the provision of this service. Personal usage and/or use for any other purpose is prohibited. Contractor must receive prior written approval from Augusta, Georgia before offering any "charter service."
- h) Vehicle Markings - Augusta, Georgia and the CONTRACTOR shall agree to vehicle markings prior to Agreement award. Any required changes to existing vehicle paint schemes or markings shall be the responsibility of Augusta, Georgia.
- i) Facilities - Augusta, Georgia shall provide all facilities necessary for the CONTRACTOR's performance of its obligations under this Agreement.

SECTION 7 - RECORD KEEPING AND REPORTING

- a) Data Collection - CONTRACTOR will meet the data collection requirements in this subsection, noting that some data only pertains to Paratransit or Microtransit services while some data is pertinent to all services:
 1. Number of persons served (unduplicated during any fiscal year)
 2. Type of client served (unduplicated during any fiscal year)
 3. Number of one-way rides (total program and by vehicle)
 4. Type of ride by funding source
 5. Number of miles driven (total program and by vehicle)
 6. Dispatch record
 7. Trip Logs
 8. Ride refusal record
 9. Ride purpose by ride and by funding source
- b) Ride Purpose. In regard to ride purpose, CONTRACTOR shall keep records using the following categories, noting that some data only pertains to Fixed Route, Paratransit, Microtransit & Rural service while some data is pertinent to all services:
 1. Work and school
 2. Life sustaining medical (e.g., dialysis, cancer treatment)
 3. Other medical (e.g., doctor, dentist, physical therapy)
 4. Shopping
 5. Social service support (e.g., food stamps, legal)

6. Adult day health care
 7. Recreation – personal
 8. Recreation – therapy (e.g., swimming, special population activities)
 9. Other (e.g., guest, attendants)
- c) Compilation of Information. A compilation of the aforementioned program information shall be supplied to Augusta, Georgia on request. The CONTRACTOR will cooperate in supplying additional program information, as needed. Each month, the CONTRACTOR will provide Augusta, Georgia with program reports that accurately reflect the previous month's operation and ridership. The CONTRACTOR will use program monitoring tools to evaluate demand, expenses, and other factors that can be used in planning and forecasting future trends.
- d) Reporting and Billing Requirements. The CONTRACTOR will be required to report program and fiscal information to Augusta, Georgia on a monthly basis with such reports due to Augusta, Georgia by the 15th of the month that follows the report period. These reports will require the following data:
1. Type of client served
 - Elderly
 - Developmentally Disabled (DD)
 - Physically Disabled
 - Escorts/attendants/guests
 - General Public
 2. Ride refusals and wheelchair rides
 3. Vehicle miles
 4. Service (operating) and revenue hours and days
 5. One-way rides by category of regular fare paying, attendants, guests, and those being paid for by contracts
 6. Revenue and total hours
 7. Late or missed trips
 8. Productivity
 9. Cost per hour and per passenger
 10. Revenue per hour and per passenger
 11. Subsidy per passenger
 12. At a minimum, at mid-year and at fiscal year-end (June 30), the CONTRACTOR is required to submit a Line-Item Cost Report that shows actual revenues and expenditures directly corresponding to the line-item budget submitted and incorporated into the Agreement.

SECTION 8 – COMPENSATION AUGUSTA, GEORGIA agrees the following compensation is due CONTRACTOR for its provision of services under this Agreement.

- a) Payment - During the term of this Agreement, Augusta, Georgia shall compensate CONTRACTOR for services provided under this Agreement. CONTRACTOR shall, on a monthly basis, submit invoices to Augusta, Georgia. Actual costs recoverable under this section must be supported by invoices or other written records that reflect, in addition to expenses of personnel, services or other items authorized by this Agreement, the actual revenue service hours and/or miles performed during each month. To be eligible for reimbursement, invoices or other written records must be submitted to Augusta, Georgia within thirty days of CONTRACTOR's expenditure. Augusta, Georgia shall compensate CONTRACTOR only for providing services required under this Agreement. Unless there is a dispute regarding compensation owed to CONTRACTOR, Augusta, Georgia shall make payments within a reasonable time after receipt of invoices and all required monthly reports; provided, however, that all such payments shall be made within thirty (30) days following CONTRACTOR's submission of an invoice. The monthly payments shall be based on service performed in the preceding month deemed acceptable to Augusta, Georgia.

If CONTRACTOR fails to perform its duties and obligations, Augusta, Georgia may withhold from payments to CONTRACTOR any costs or damages incurred, or which may be incurred, by Augusta, Georgia as a result of CONTRACTOR's failure to perform, or any penalties that could be assessed against CONTRACTOR pursuant to this Agreement. Prior to deducting any penalties that could be assessed, however, Augusta, Georgia will provide CONTRACTOR with at least fifteen (15) days prior written notice of Augusta, Georgia's intent to deduct such penalties thereby affording CONTRACTOR an opportunity during said fifteen (15) day period to provide information to Augusta, Georgia contrary to Augusta's findings.

The terms of this section and the terms of the entire Contract are intended to supersede all provisions of the Georgia Prompt Pay Act, O.C.G.A. §§ 13-11-1 through 13-11-11, and revised or amended.

- b) Payment for Fixed Route, Paratransit and Microtransit Services, and Rural Service - For Fixed Route and Rural Service, payment shall be made on the basis of vehicle revenue hours. Vehicle revenue hours are defined as the scheduled hours of service as set forth in the current Augusta Transit (hereinafter "AT") schedule, or any revisions thereto, plus or minus adjustments for schedule deviation, trippers, or other service level changes as specifically authorized by Augusta, Georgia under Section 3 – Scope of Work.
- c) Payment for Paratransit Service - For Paratransit Service, payment shall be on a revenue-hour basis.
- d) Payment for Microtransit Service - For Microtransit Service, payment shall be based on the number of vehicles deployed.
- e) Exclusions - For the Fixed Route service, vehicle revenue hours shall specifically exclude deadhead hours, including, but not limited to, travel time to and from storage facilities, changing routes, downtime for road calls, road tests, fueling, vehicle inspections, driver training, driver lunches and breaks, and missed trips. The revenue hours operated shall be directly traceable by driver trip sheets and the Daily Operating Reports.
- f) Payment for Fixed Costs – In addition to the variable costs set out above, Fixed Route Bus Service, Paratransit, Rural Transit, and recertification service shall Augusta, Georgia shall also pay those fixed costs set out in the Fee Schedule (collectively, the "Fixed Cost"). Fixed Costs shall also be invoiced on a monthly basis pursuant to Section 8(a).

- g) Financial Accountability. Augusta, Georgia will make payments under this section on a monthly basis for services delivered during the previous month. The CONTRACTOR will establish a methodology with Augusta, Georgia staff for the handling of fares. Augusta, Georgia will record these revenues and use these revenues to determine compensation due under this section. The CONTRACTOR shall maintain financial information necessary for the rendering of invoices for reimbursement and to fulfill auditing requirements. The CONTRACTOR will utilize a Fully Allocated Cost Model to monitor costs by different program activities with separate budgets or costs for Fixed Route and associated services, Paratransit and associated services, Microtransit and associated services, and Rural services, and Call Center activities. The CONTRACTOR will provide accounting, cash management investment, purchasing, and Management Information System (MIS) services; assist in the preparation of GDOT reports, ADA reports, Disadvantaged Business Enterprise (DBE) participation reports; provide financial statements, and operating and statistical analysis; monitoring fixed assets inventory; and perform an annual inventory by July 31 for each just ended fiscal year.
- h) Operating Revenues - All operating revenues collected by CONTRACTOR are the property of Augusta, Georgia. For the purposes of this Agreement, operating revenues shall include but not necessarily be limited to fare box receipts, Ticket Vending Machine (TVM) transactions, electronic fare payments, ticket and pass sales revenue. CONTRACTOR shall be responsible for handling fare box receipts, Ticket Vending Machine (TVM) transactions, electronic fare payments, and pass and ticket sales revenues in the manner discussed in Section 3 -Scope of Work, and as necessary for Augusta, Georgia to meet the requirements of the State of Georgia and Federal funding sources.

SECTION 9 - SERVICE PLANNING AND COORDINATION; MARKETING.

- a) Service Planning and Coordination
1. The CONTRACTOR will participate in regularly scheduled meetings with Augusta, Georgia for the purpose of monitoring service performance and to discuss and resolve issues relating to the Agreement. The CONTRACTOR shall attend any monthly meetings and bi-weekly provider meetings at its own expense.
 2. The CONTRACTOR will coordinate with Augusta, Georgia and other appropriate service providers in the community and assure that services provided do not constitute an unnecessary duplication of services.
 3. The CONTRACTOR will coordinate with Augusta, Georgia to provide information to consumers and the public. The CONTRACTOR will participate in surveys and provide technical assistance to other transportation providers, when feasible, as an active participant working to improve the overall service delivery system within Richmond County and as a resource to other agencies.
- b) Customer Information and Marketing
1. The CONTRACTOR shall provide service brochures and information to passengers and potential users of the system. Communication regarding the expectations of users and policies and practices regarding service delivery shall be consistent throughout the system. Augusta, Georgia will review and authorize information to be disseminated to consumers. The CONTRACTOR will communicate with Augusta, Georgia about the need for additional printed materials and alternate formats.

2. The CONTRACTOR must receive and respond to rider requests for information, comments, complaints, and service requests. This includes monitoring and reporting the quantity and nature of the contacts as well as the response provided.

SECTION 10 - TERM OF AGREEMENT; TERMINATION

- a) Term – This Agreement shall commence on January 1, 2026. The Agreement shall remain in effect until December 31, 2028. Thereafter, it will be renewed upon written notice of renewal by CONTRACTOR received by Augusta, Georgia accordance with subsection (b), below. Subject to the overall terms of this Agreement, the initial term of this Agreement shall be three (3) years and shall commence from the date of execution of the Agreement by Augusta, Georgia and continue unless earlier terminated in accordance with the terms of the Agreement. The total obligation of Augusta, Georgia for the base year and any subsequent years for which the Agreement may be renewed shall be as set forth in this Agreement. In addition to the above, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligations of Augusta, Georgia.

The parties have the option to renew the Agreement beyond the initial three (3) year term, as set forth below, if approval is given by the Augusta Board of County Commission and Augusta, Georgia and CONTRACTOR agree to the terms thereof.

Option Years

1. 1st renewal term - January 1, 2029 – December 31, 2029
2. 2nd renewal term - January 1, 2030 – December 31, 2030

- b) Termination. Termination of this Agreement shall occur under any of the following circumstances:

1. On Expiration. This Agreement shall be terminated upon expiration of the term of this Agreement if not renewed by CONTRACTOR as provided in subsection (a).
2. On Declaration of Final Default. This Agreement may be terminated by Augusta, Georgia after Augusta has made a declaration of “final default” by the CONTRACTOR in accordance with subsection (b) of this section.
3. By Mutual Agreement. This Agreement may be terminated by the mutual written agreement of both parties at any time.
4. Termination or Suspension for Convenience - Augusta, Georgia may terminate or suspend in whole or part this Agreement at any time for its convenience and without cause upon ninety (90) calendar day's written notice to CONTRACTOR. Any notice to terminate or suspend this Agreement shall be given via U.S. Mail and Certified Mail, return receipt requested. The effective date of the termination shall be ninety (90) days from the date of receipt.

Upon termination or suspension of this Agreement for convenience, the CONTRACTOR's compensation shall be calculated on the basis of service actually performed, expenses actually incurred prior to the effective termination date, and Contractor's close-out costs. If Augusta, Georgia suspends the Agreement, the CONTRACTOR shall immediately reduce its staff services and outstanding commitments, if any, in order to minimize costs.

5. Contractor Default - If the CONTRACTOR defaults by failing to substantially perform, in accordance with the terms of this Agreement, then Augusta may give written notice

to the CONTRACTOR setting forth the nature of the default and requesting CONTRACTOR initiate cure within thirty (30) calendar days from the date of notice. At any time after receipt of such notice, CONTRACTOR fails to initiate cure and diligently continue such cure until complete, Augusta, Georgia may give written notice to CONTRACTOR of immediate termination after the conclusion of such 30-day period. If Augusta, Georgia terminates this Agreement pursuant to this paragraph, and it is subsequently determined by a Superior Court of Richmond County, Georgia, or court of competent jurisdiction that CONTRACTOR was not in default, then in such event said termination shall be deemed a termination for convenience.

6. Augusta, Georgia Default - If Augusta, Georgia defaults by failing to substantially perform in accordance with the terms of this Agreement, then CONTRACTOR may give written notice to Augusta, Georgia setting forth the nature of the default and requesting cure within thirty (30) calendar days from the date of notice. At any time after receipt of such notice, Augusta, Georgia fails to cure and diligently continue such cure until complete, CONTRACTOR may give written notice to Augusta, Georgia of immediate termination after the conclusion of such 30-day period. CONTRACTOR would serve as a "Lame Duck" CONTRACTOR subject to Section 7 below.
7. "Lame Duck" Provisions – Augusta, Georgia shall obviously depend upon the CONTRACTOR to continue provision of all services required under this Agreement until a new CONTRACTOR or bidder takes over operations. Pursuant to paragraph six (6) above, CONTRACTOR would, for a period of the lesser of three (3) months or the remaining term of the Agreement, serve as a "lame duck" Contractor. Alternatively, should the CONTRACTOR fail to win the bid in a subsequent bid cycle, under these circumstances, CONTRACTOR would, for a period of the lesser of six (6) months or the remaining term of the Agreement, serve as a "lame duck" Contractor. To ensure continued performance fully consistent with the requirement of this Agreement throughout any such "lame duck" period, the following provisions shall apply:
 - Throughout such "lame duck" period, CONTRACTOR shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to a competing bidder;
 - CONTRACTOR shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting CONTRACTOR's service and operating costs to maximize profits during the final stages of this Agreement;
 - Augusta, Georgia recognizes that, if a competing organization is awarded the contract in a subsequent bid cycle, CONTRACTOR may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and Augusta, Georgia shall not unreasonably withhold its approval of the outgoing CONTRACTOR's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair CONTRACTOR's performance during the "lame duck" period, and so long as such transition activities are prior-approved by Augusta, Georgia; and
 - During the process of bid competition conducted by Augusta, Georgia, the CONTRACTOR shall permit its non-management personnel reasonable opportunity to discuss with competing organizations issues related to employment with such organizations in the event the CONTRACTOR is not the successful

bidder. The CONTRACTOR may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the Contractor's current operations, and the CONTRACTOR may also prohibit its management-level personnel from communicating with representatives of competing organizations during the bid competition. However, once Augusta, Georgia has made its decision regarding a contract award, and in the event the CONTRACTOR is not the winner, the CONTRACTOR shall allow free discussion between any City based employee and the winning bidder, without restriction, and without adverse consequences to any City based employee.

8. Upon such termination, Augusta, Georgia shall pay CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR, the compensation due CONTRACTOR for services performed by CONTRACTOR, and accepted by Augusta, Georgia, pursuant to this Agreement as of the termination date. AUGUSTA, GEORGIA shall have no liability to CONTRACTOR for anticipated profits or compensation based upon services not yet performed by CONTRACTOR as of the termination date.
9. For Public Health, Safety or Lack of Funds - Augusta, Georgia may terminate this Agreement immediately for any breach of this Agreement by CONTRACTOR which, in the reasonable opinion of Augusta, Georgia, endangers or could endanger the public health, safety or welfare, or which jeopardizes, or could jeopardize, in the reasonable opinion of Augusta, Georgia, Augusta, Georgia's financial condition or Augusta, Georgia's ability to continue receiving appropriations. Notice of termination under this subsection shall be in writing and shall be effective upon delivery to CONTRACTOR.

c) Default.

1. Declaration of Conditional Default - At the option of Augusta, Georgia, Augusta, Georgia may declare a conditional default by giving written notice to CONTRACTOR if CONTRACTOR dissolves, ceases to exist or becomes inactive as a corporation for profit or non-profit in the State of Georgia.
2. Declaration of Final Default after Opportunity to Cure. After AUGUSTA, GEORGIA declares a conditional default for a reason specified in subsection (1), CONTRACTOR shall be given fifteen

(15) days to perform or comply with the Agreement provision giving rise to County's declaration of conditional default. If CONTRACTOR fails to perform or comply within fifteen (15) days, Augusta, Georgia may declare default by giving written notice to CONTRACTOR at any time after the expiration of fifteen (15) days. A decision by Augusta, Georgia not to declare a final default in one circumstance shall not bar Augusta, Georgia from declaring a final default in another circumstance.

SECTION 11 – SAFETY - Precautions shall be exercised at all times for the protection of persons and property. The CONTRACTOR shall conform to all Occupational Safety Health Administration (OSHA), state, and county regulations while performing under the terms and conditions of the Agreement. Any fines levied by the above-mentioned authorities because of inadequacies or incidents associated with these requirements shall be borne by the CONTRACTOR.

SECTION 12 - APPROVAL OF SUBCONTRACTORS REQUIRED - No agreement shall be made by the CONTRACTOR with any other party for furnishing any of the work or services herein contracted for, without the prior written approval of Augusta, Georgia.

SECTION 13 - ADDITIONAL AGREEMENT TERMS

- a) Sensitive Information - The CONTRACTOR shall not publish or otherwise disclose, except to AUGUSTA, GEORGIA, any information or data obtained hereunder from private individuals, organizations, or public agencies, about any particular person or incident obtained in the course of providing the service to AUGUSTA, GEORGIA.
- b) Examination of Records Pertaining to the Transit Department - The CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the Agreement, to the extent and in such detail as will properly reflect all net costs, labor costs, equipment costs, or any other costs of whatever nature for which reimbursement may be claimed under the provisions of the Agreement. These records are to be made available at any time for examination by AUGUSTA, GEORGIA representatives as may be required.
- c) Licenses and Fees - The CONTRACTOR must be fully licensed by the State of Georgia, relative to the services required, in order to comply with the Agreement. All fees for licenses, permits, and inspections required for services shall be borne solely by the CONTRACTOR. The CONTRACTOR shall comply with all laws, regulations, and building code requirements as they apply to the services contemplated herein. Damages, penalties, or fines imposed on AUGUSTA, GEORGIA or the CONTRACTOR for failures in any areas as specified above that are attributable to the CONTRACTOR's breach of its obligations under this Agreement shall be the sole responsibility of the CONTRACTOR.
- d) Confidentiality - Any and all information regarding any individual person served by Augusta Transit is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and/or AUGUSTA, GEORGIA.

Any and all reports, information, or data of whatever nature provided to, or prepared, generated or assembled by CONTRACTOR in connection with the performance of CONTRACTOR shall not be made available to any individual or organization outside of the Agreement without the prior written approval of AUGUSTA, GEORGIA, unless such is required by law or a court process. CONTRACTOR shall promptly notify Augusta, Georgia of any request for such information.
- e) No Subcontracting of Agreement – CONTRACTOR shall not assign, award, or delegate any of its rights, duties or obligations under this Contract to a subcontractor without prior written approval of AUGUSTA, GEORGIA. AUGUSTA, GEORGIA's approval of any assignment, award or delegation shall not discharge CONTRACTOR of any obligation under this Agreement. CONTRACTOR shall be fully responsible for the acts and omissions of the subcontractor, and of persons either directly or indirectly employed by the subcontractor, as CONTRACTOR is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and AUGUSTA, GEORGIA.
- f) Assignment/Transfers of Interest - There shall be no assignment/transfer of interest or delegation of CONTRACTOR's rights, duties or responsibilities under this Agreement without the prior written approval of AUGUSTA, GEORGIA.
- g) Funds Available and Authorized - AUGUSTA, GEORGIA certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within AUGUSTA, GEORGIA's current appropriation or

limitation. This Agreement is partially federally funded and is subject to federal regulations.

- h) Taxes - AUGUSTA, GEORGIA is not subject to taxation; no Federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices.
- i) Registration of Corporations - CONTRACTOR certifies it is in compliance with the State of Georgia statutory requirements governing registration of corporations and/or assumed business names.
- j) Disadvantaged Business Enterprise (DBE) - It is the policy of the United States Department of Transportation (DOT) and AUGUSTA, GEORGIA that minority business enterprises as defined in 49 CFR 23 shall have an equal opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement.
- k) Lack of Funds - AUGUSTA, GEORGIA may cancel or reduce the amount of service to be rendered if such action is in AUGUSTA, GEORGIA's best interests or there be a lack of funding available for the service. In such instance, AUGUSTA, GEORGIA will provide ten days' advanced written notification to CONTRACTOR. All costs incurred by Contractor to the date of notification as well as Contractor's close-out costs will be paid by AUGUSTA, GEORGIA.
- l) Publication, Reproduction and Use of Material - No custom material produced in whole or in part under the Agreement shall be subject to copyright or patent in the United States or in any country. AUGUSTA, GEORGIA and the FTA shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the Agreement.
- m) Notice Requirement – Either Augusta, Georgia or CONTRACTOR may change its address of record for receipt of official notices by giving the other written notice of such change and any necessary mailing instructions. Any and all notices, writings, correspondence, or other communications required by this Agreement shall be directed to Augusta, Georgia and CONTRACTOR, respectively, as follows:

All notices and correspondences to Augusta, Georgia shall be addressed as follows:

Augusta, Georgia Procurement Department
Attn: Andy Penick, Procurement Director
535 Greene Street, Suite 605
Augusta, GA 30901

All notices and correspondences to Contractor shall be addressed as follows: MV Transportation, Inc., Attn: Legal Department

2711 N. Haskell Ave – Suite 1500, LB-2, Dallas, TX 75204

- n) Indemnification - To the fullest extent permitted by law, CONTRACTOR shall defend, protect, indemnify and hold harmless Augusta, Georgia, the Augusta-Richmond County Commission, in both their official and individual capacities, City employees, consultants, agents, servants, successors, heirs, executors, and administrators, from and against any and all third party claims or future claims, actions, suites, causes of action, demands, obligations, liens, rights, damages, judgments, costs, loss of service, expenses, including but not limited to, actual fees and expenses of attorney's expert witnesses and consultants and compensation of any nature whatsoever by whomsoever brought or alleged, and regardless of the legal theories upon which premises including those actually or allegedly arising out of body injury to, or sickness or death, of any person or property damage or

destruction including loss of use, which may be imposed upon, incurred by or asserted against the Augusta, Georgia or other related parties to the extent allegedly or actually arising out of or resulting from CONTRACTOR'S services, including without limitation any breach of Contract or negligent act or omission of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone to the extent such acts or omissions arise directly or indirectly out of the performance of the Contract and/or the operation of the transit system. This indemnity provision includes any action or claim resulting from the following:

1. Accidental injury, death, loss, or damage, to any person or property, or other economic loss or claimed liabilities to the extent caused by resulting from, connected with or arising out of the negligence, acts, or omissions of CONTRACTOR, its officers, directors, employees, agents or subcontractors.
2. Violation by CONTRACTOR of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the transit system contemplated herein including, but not limited to, all state and federal environmental, motor vehicles, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Disadvantaged Business Enterprise (DBE), Americans with Disabilities Act, labor laws and regulations and other laws and regulations actions to the extent undertaken by CONTRACTOR in the Contract; and
3. Infringement, to the extent resulting out of any actions or omissions by CONTRACTOR of any patent, trademark, or intellectual property right, or violation of any state or Federal patent, trademark, or intellectual property law; provided, however, that CONTRACTOR'S indemnity shall not cover any claims or losses arising from or related the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, mark, insignia, advertising, or marketing materials provided to CONTRACTOR by Augusta, Georgia.

Augusta, Georgia shall give the CONTRACTOR timely notice of, and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of Augusta, Georgia to give such notice shall not affect such rights to indemnification.

- o) Tax Exempt - Augusta, Georgia and its agencies are exempt under present law from state and local sales taxes in the State of Georgia. All transactions on the Contract shall be deemed to have been accomplished within the State of Georgia.
- p) Emergencies - In the event of a declared civil disorder or natural catastrophe, Contractor shall direct the employees to operate as ordered by Federal, state, and/or Augusta, Georgia civil authorities. Compensation shall be based on actual hours of service performed.
- q) Meetings - Upon request of Augusta, Georgia, CONTRACTOR shall, at its own expense, attend various meetings to provide information concerning the transit system. The General Manager, representing CONTRACTOR, shall attend at minimum, biweekly meetings with Augusta, Georgia at times and location to be determined.
- r) Removal of Employees - Promptly upon the written demand of Augusta, Georgia for good cause, Contractor shall remove from activities associated with this Agreement any employee who Augusta, Georgia considers unsuitable for such work.
- s) Proposal Procedures - The Proposal submitted in response to this Request for Proposals

(RFP# 25- 125) is hereby incorporated into this Contract by reference. This Proposal, together with the requirements in the Request for Proposals shall constitute CONTRACTOR'S operating procedures, policies and practices, and, upon reasonable written request from Augusta, Georgia, CONTRACTOR shall amend such procedures, policies and practices in accordance therewith. CONTRACTOR shall request Augusta, Georgia's prior written approval for any change to these operating procedures, policies and practices.

- t) Performance and Payment Bonds - Within ten (10) days of notice of award of this Contract, the Contractor shall furnish a 100% Performance and Payment bonds to Augusta, Georgia. These bonds shall be issued by an acceptable surety company to Augusta, Georgia who is registered and duly authorized to do business in the State of Georgia, is listed on the Department of Treasury listing of acceptable Sureties and Underwriting limitations, having a Best Rating of A: VII or better, and be accompanied by a Power of Attorney certifying that the person executing the bonds has the authority to do so. The amount of the bonds shall be 100% equal to the contract amount. The bonds must be renewed annually and remain in effect during the life of this Contract.
- u) ERISA - CONTRACTOR shall comply with the provisions of the Employee Retirement Income Security Act (ERISA) of 1974, as amended with respect to each of its employee benefit plans. CONTRACTOR shall supply Augusta, Georgia with such information concerning the status of each of CONTRACTOR'S employee benefit plans, as Augusta, Georgia shall reasonably request.
- v) License, permits, and Filing Fees - CONTRACTOR is solely responsible for obtaining any license or other authorization required by law to perform the services required in this Contract. The cost of all licenses and permits necessary to operate each bus and other equipment under all such applicable laws and regulations shall be the responsibility of CONTRACTOR. These permits and licenses shall include, but not be limited to, all necessary Georgia motor vehicle licenses and certificates, including the State of Georgia Public Service Commission Certificate of Public Conveyances and Necessity.

CONTRACTOR shall pay all filing fees and legal fees involved in submitting route, schedule, and rate changes to the Georgia Public Service Commission. CONTRACTOR shall pay all federal, state and local taxes imposed on CONTRACTOR by reason of the ownership or leasing of any vehicle, equipment, inventory or operation of the transit system.
- w) Prohibited Uses - Unless expressly authorized in writing by Augusta, Georgia, CONTRACTOR shall not use any bus or other equipment which is part of Augusta, Georgia's transit system other than in connection with the services required to be performed under the Contract. CONTRACTOR shall not use any such bus or other equipment for any private charters or any purpose other than as may be specifically permitted by Augusta, Georgia and in Augusta, Georgia's sole discretion and under such terms as Augusta, Georgia elects.
- x) Risk of Loss or Damage - CONTRACTOR shall be responsible for the vehicles, equipment and supplies used in the performance of the services called for under the Contract and shall be responsible for all loss or damage with respect to any such vehicles, equipment and supplies.
- y) Insurance - CONTRACTOR shall procure and maintain, or cause others to procure and maintain, for the duration of the Contract insurance against claims for injuries to persons or damages to property, or theft which may arise from or in connection with the

performance of the work hereunder by CONTRACTOR, its agents, representatives, employees, subcontractor or authorized City transit staff, including but not limited to the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at City owned or leased transfer centers, park and ride lots or bus stops, or theft of any and all transit vehicles and equipment either owned by Augusta, Georgia or leased by Augusta, Georgia or otherwise used by CONTRACTOR or Augusta, Georgia in connection with the operation of the transit system and the services described in the Contract. The cost of such insurance shall be identifiable as separate items and included in CONTRACTOR'S Price Proposal

1. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

- (a) General Liability including Garage Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Subject to Policy aggregate limit of \$2,000,000.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage including passenger liability.
- (c) Umbrella Liability: \$15,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of limits required under one or two above.
- (d) Worker's' Compensation and Employer Liability: Workers Compensation limits as required by the Labor Code of the State of Georgia and Employers Liability limits of \$1,000,000 per accident.
- (e) All Risk Fire and Extended Coverage for full replacement cost on all service or operating facilities including equipment and contents whether owned or leased by CONTRACTOR or Augusta, Georgia. Such coverage shall include coverage for extra expenses and loss of income coverage.
- (f) Automobile Physical Damage coverage, including Collision coverage and Comprehensive coverage, each equal to full replacement value of all vehicles, including the express buses, the local buses, and non-revenue vehicles operated by CONTRACTOR or City Transit employee. Deductible levels shall be determined by CONTRACTOR based upon CONTRACTOR'S ability to cover deductible payments in the events of a claim. CONTRACTOR shall be responsible for all damages falling below the deductible. No blanket or per location limit should apply to this coverage under \$10,000,000. Notwithstanding anything to the contrary, CONTRACTOR shall have the right to elect to self-insure for the coverage set out in this section; provided, however, that such self-insured coverage meets the requirements set out in this section.
- (g) Fidelity Bonds insuring against theft, fraud or misappropriation of funds other misuses of money in such amounts as Augusta, Georgia shall request. Augusta, Georgia shall be named as an Additional Insured as their interest may appear. A Letter of Credit may be requested in lieu of or in addition to a Fidelity Bond to secure the Bond deductible depending upon its size. Notwithstanding anything to the contrary, CONTRACTOR shall have the right to provide Crime Insurance coverage to satisfy the requirements set out in this section.

Employment Practice Liability: \$1,000,000 each occurrence and aggregate.

2. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by Augusta, Georgia.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage

Augusta, Georgia, the Augusta-Richmond County Commission, their officials, agents, employees, and volunteers are covered as additional insured as respects liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or vehicles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to Augusta, Georgia, the Augusta-Richmond County Commission, their officials, agents, employees, and volunteers.

CONTRACTOR'S insurance coverage shall be primary insurance as respects Augusta, Georgia, the Augusta-Richmond County Commission, their officials, agents, employees, and Augusta, Georgia, the Augusta-Richmond County Commission, their officials, agents, employees, and volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Any failure to comply with reporting provisions off the policies shall affect coverage provided to Augusta, Georgia, the Augusta-Richmond County Commission, its officers, employees and volunteers.

CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Augusta, Georgia, the Augusta-Richmond County Commission, its officers, officials, employees and volunteers for losses arising from work performed by CONTRACTOR for Augusta, Georgia.

(c) All Coverage

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to AUGUSTA, GEORGIA. Additionally, in the event that CONTRACTOR receives written notice of cancellation or reduction in coverage from any insurer with respect to any coverage required under this Agreement, it agrees to provide AUGUSTA, GEORGIA written notice of such cancellation as soon as reasonably practicable following such receipt the CONTRACTOR shall notify AUGUSTA, GEORGIA immediately upon receipt of any notifications of cancellations.

(d) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A, VII or otherwise acceptable to Augusta, Georgia.

(e) Verification of Coverage

CONTRACTOR shall furnish Augusta, Georgia with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The policies, certificates and endorsements are to be in a form acceptable to Augusta, Georgia and are to be received and approved by Augusta, Georgia prior to commencement of any work or service performed under this Contract. CONTRACTOR is to commence no activity with regard to performance of the Contract until the required insurance has been obtained. Augusta, Georgia reserves the right to require complete, certified copies of all required insurance policies, at any time.

(f) Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(g) Rights Reserved

Augusta, Georgia reserves the right to reject any and all insurance Proposals, to waive any informality in Proposals and, unless otherwise specified by the Proposer, to accept any item in the Proposal. Augusta, Georgia, solely at its option, may purchase any or all of the insurance coverage required in these specifications directly to cover its own and CONTRACTOR'S interests, in lieu of CONTRACTOR providing such coverage. In such cases, Augusta, Georgia would delete applicable insurance coverage and cost(s) from its evaluation of Proposals.

(h) Claims Information and Loss Run

The CONTRACTOR shall make available to AUGUSTA, GEORGIA through its records of their insurer, information regarding a specific claim relating to this Agreement. Any loss run information available from the CONTRACTOR or its insurer arising from this Agreement will be made available to AUGUSTA, GEORGIA upon its request.

- z) Labor Disputes - If CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, CONTRACTOR immediately shall give notice, including all relevant information, to Augusta, Georgia Transit Division Manager.
- aa) Minimum Bus Availability - CONTRACTOR shall provide at least ninety percent (90%) of the fixed route fleet, ninety percent (90%) of the Microtransit fleet, and ninety percent (90%) of the paratransit fleet in operable condition for revenue service in peak periods unless otherwise directed by Augusta, Georgia.
- bb) Examination and Retention of Records - CONTRACTOR shall maintain all books, records, documents, accounting ledgers, databases, and similar materials relating to work

performed for Augusta, Georgia under this Contract on file for at least three (3) years following the date of final payment or settlement to CONTRACTOR by Augusta, Georgia. All records stored on a computer database must be of a format compatible with Augusta, Georgia's. Any duly authorized representative(s) of Augusta, Georgia shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to City of Augusta's representative(s) for such access and inspection. Further, any duly authorized representative(s) of City of Augusta shall be permitted to observe and inspect any and all of CONTRACTOR'S facility and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provision of this Contract. In such instances, City of Augusta representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall maintain, and Augusta, Georgia and its representatives shall have the right to examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract. The materials described above as well as any relevant database and computer tapes or disks containing such information shall be made available at Augusta, Georgia office of CONTRACTOR at all reasonable times for inspection, audit, and reproduction during the term of the Contract, and for three years from the final date of settlement or payment under the Contract.

- cc) Augusta, Georgia and CONTRACTOR (Supplied Property) - The title to capital items provided by Augusta, Georgia shall remain with Augusta, Georgia. CONTRACTOR shall be required to maintain such items utilizing manufacturers' recommended maintenance standards, at a minimum, or those standards expressly set out herein. Furthermore, CONTRACTOR shall maintain adequate property control records of all City furnished property in accordance with sound industry practice and as approved by Augusta, Georgia.

Augusta, Georgia shall have the option, upon the expiration or termination of the Contract, to purchase all or any part of non-revenue equipment not already purchased by Augusta, Georgia and used by CONTRACTOR in the performance of the work specified in the Contract at a price equal to that portion of the original cost of the equipment which has not yet been amortized as of the date the Contract expires or is terminated. Amortization shall be deemed to be made in accordance with generally accepted accounting principles.

- dd) Turnover Procedures - Augusta, Georgia has established a Turnover Procedure for return of AT vehicles and equipment at the end of the Contract. This Turnover procedure shall be implemented toward the end of the current Contract term and prior to the commencement of the new Contract or as requested by Augusta, Georgia. At Augusta, Georgia's option, a Turnover Inspection may be implemented with or without a change in Contractors.

SECTION 15 - REGULATORY REQUIREMENTS - CONTRACTOR shall comply with all federal, state and local licensing and/or regulatory requirements (including permits – OSHA, DOT, Environmental Protection Agency (EPA)) for the provision of transit services provided under this Agreement. CONTRACTOR shall be bound by the terms and conditions of applicable federal regulations, as supplementary provisions of this Agreement, as are imposed on AUGUSTA,

GEORGIA for the proper administration of this Agreement and under federal funding requirements. AUGUSTA, GEORGIA agrees to fully indemnify CONTRACTOR in the event that any FTA Section 13(c) claim is asserted based upon any actions taken by CONTRACTOR to enter into, fulfill, or terminate this Agreement; provided, however, CONTRACTOR shall be responsible for its own acts to the extent they are contrary to the terms of this Agreement.

SECTION 16 - AUGUSTA TRANSIT PERFORMANCE STANDARDS

OVERVIEW

The CONTRACTOR will perform all transit services required by the Contract according to the performance standards set forth in this section. As part of the CONTRACTOR'S proposal, the CONTRACTOR should outline the **specific actions** it intends to take to meet each of the standards provided herein.

The performance standards shall apply to the Fixed Route, Paratransit, Microtransit and Rural services.

Augusta, Georgia has developed these standards with which the CONTRACTOR is expected to comply to encourage the highest quality service from the CONTRACTOR and to ensure that the transit services, employee performance and vehicles meet City standards. Failure by the CONTRACTOR to meet these standards will result, at a minimum in Augusta, Georgia assessing an appropriate financial penalty (as set out in Section 9 of the RFP) or action for each incident of non-compliance, at a maximum in Augusta, Georgia terminating the CONTRACTOR'S services.

Continued performance by the CONTRACTOR at or above the parameters established in this section shall be taken into consideration for Contract extensions. Continued performance below the parameters established by Augusta, Georgia shall be considered grounds for Contract termination. Notwithstanding the foregoing or any provision of this Agreement or the RFP to the contrary, the parties acknowledge and agree that no liquidated damages or financial penalties will be assessed during the first 90 days of revenue service under this Agreement.

The following pages outline the specific tasks and timelines required for each of the performance standards, and the frequency at which incentives and penalties will be reviewed.

On a monthly, quarterly or annual basis, depending on the performance standard, Augusta, Georgia will review the performance of the CONTRACTOR. Disputes by the CONTRACTOR involving penalties must be received by Augusta, Georgia within five (5) business days from the review period. Augusta, Georgia staff shall meet with the CONTRACTOR within five (5) business days of receipt of the dispute to discuss the CONTRACTOR'S concerns. Final determination regarding the dispute shall be the decision of Augusta, Georgia.

OPERATING STANDARDS

A. Operating Ahead of Schedule (HOT) Standard

No bus shall depart a time point before its scheduled departure time.

B. On-Time Performance

The CONTRACTOR shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled departure times on all routes. The CONTRACTOR will be considered on time if lateness is due to train delays, traffic delays, accidents not involving an AT bus, or wheelchair boarding provided the CONTRACTOR documents each and every delay by route number, bus number, time of day and reason for delay. If a bus operator is consistently late without cause, Augusta, Georgia will notify the CONTRACTOR and expect a thorough investigation and

follow-up response from the CONTRACTOR within 48 hours from time of notification.

C. Missed Trip Standard - Fixed Route

The CONTRACTOR shall, at a minimum, complete 99.85% of all scheduled fixed route trips on a daily basis. In the event of an in-service breakdown, the bus operator's absence or other service-related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to provide service on the route for the subsequently scheduled trips. Any bus that departs a scheduled time point fifteen (15) minutes late shall be considered a "missed trip."

In calculating the percentage of total trips completed, no missed trips shall be double-counted. Adequate performance shall be determined by Augusta, Georgia staff by dividing the total number of trips provided by the CONTRACTOR per month by the total number of missed trips.

D. Missed Trip Standard – Paratransit

The CONTRACTOR shall complete 100% of all scheduled paratransit trips within 30 minutes of the scheduled pick-up time excluding cancellations and no-shows. In the event of an in-service breakdown, the bus operator's absence or other service-related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to provide service on the route.

E. Missed Trip Standard – Rural Transit

The CONTRACTOR shall complete 100% of all scheduled Rural transit trips within 30 minutes of the scheduled pick-up time excluding cancellations and no-shows. In the event of an in-service breakdown, the bus operator's absence or other service-related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to provide service on the route.

F. Missed Trip Standard – Microtransit

The CONTRACTOR shall complete 100% of all scheduled Microtransit trips within 30 minutes of the scheduled pick-up time excluding cancellations and no-shows. In the event of an in-service breakdown, van operator's absence or other service-related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to maintain Microtransit service levels.

G. Vehicle Out of Fuel

If a bus runs out of fuel while in revenue service a penalty will be assessed.

H. Driver Appearance/Name Badges

All bus operators shall adhere to Augusta, Georgia's uniform/dress code at all times while operating a vehicle in revenue service. Exceptions to these standards may be granted upon mutual agreement between the CONTRACTOR and Augusta, Georgia for holidays, special promotions or other transit-related events. All bus and vehicle operators shall display their name badge on their uniforms at all times the bus or van is in revenue service.

I. Bus Stop Announcement Standards

1. Equipment Malfunction (Announcements)

In the event of a vehicle enunciator malfunction, the CONTRACTOR'S bus operators shall announce all pre-determined stops and transfer points over the vehicle's public address system as specified by Augusta, Georgia in compliance with the Americans with Disabilities Act.

2. ADA Equipment Malfunction Reporting

Bus operators shall report all vehicle enunciator malfunctions, wheelchair lift or ramp malfunctions or any other ADA equipment malfunction to dispatch immediately and dispatch shall report the malfunction to shop immediately.

J. Vehicle Maintenance Standards

Proper maintenance directly affects operating costs. Augusta, Georgia's maintenance requirements do not refer solely to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the task is done well and that the operation of the bus and all equipment on board the bus is operable and reliable when in service. Vehicle maintenance standards are subject to change based on Federal guidelines. The CONTRACTOR is responsible for performing the following maintenance on a bus-by-bus basis (fixed route, paratransit buses, Microtransit vans and Rural transit vehicles).

a. Preventive Maintenance

The CONTRACTOR shall maintain stated intervals between inspections and between "LIKE" inspections. Should the CONTRACTOR'S PMI schedule consist of 3,000 mile (3K) inspection, 6K inspection, 9K inspection, 12K inspection, 15K inspection, 18K inspection, 21K inspection and a 24K inspection, the distance between one 6K and the next consecutive 6K inspection constitutes the distance between "LIKE" inspections.

Any PMI inspection completed more than ten percent (10%) past its PMI mileage interval is considered "Late". Any PMI inspection completed more than ten percent (10%) past its "LIKE" PMI mileage interval is considered "Late". Any PMI inspection completed more than fifteen percent (15%) past its PMI mileage interval is considered "Missed". Any PMI inspection completed more than fifteen percent (15%) past its "LIKE" PMI mileage interval is considered "Missed."

Preventive Maintenance Inspections (PMI's) must be completed by the CONTRACTOR based upon the preventive maintenance schedule proposed by the CONTRACTOR or negotiated by the CONTRACTOR and Augusta, Georgia. Weekly PMI's shall include the inspection of all onboard devices to ensure full operation of these devices at all times.

b. Heating/Air Conditioning

The heating system must be fully operable from November 1 to March 1. The air conditioning system must be fully operable from March 1 to November 1. Under no circumstances shall an AT bus be put into revenue service without a fully functioning heating and/or air conditioning system.

The CONTRACTOR shall test the heating and air conditioning systems on all vehicles to ensure that they are functioning properly prior to revenue service. If the heating or air conditioning system on a vehicle does not function properly during the test procedure, the CONTRACTOR'S dispatch personnel shall be notified immediately, and the bus shall not be used in revenue service. All heating and air conditioning system failures shall be listed on the CONTRACTOR'S monthly fixed route or paratransit report.

c. Major Vehicle Body Damage Repair Standards - Interior and Exterior

The CONTRACTOR shall completely repair any major vehicle body damage, interior and exterior, within sixty (60) business days from the date of the occurrence.

d. Minor Vehicle Body Repair Standards – Interior and Exterior

The CONTRACTOR shall repair any minor vehicle body damage, interior and exterior within twenty-one business (21) days from the date of the occurrence. It is expected that the CONTRACTOR will replace equipment for similar equipment in design, function, aesthetic appearance, use and maintenance, that is, like-for-like replacement.

e. Repairing or Replacing Seat Damage Standards

The CONTRACTOR shall repair or replace any seat that is damaged within seven (7) business days of the occurrence.

f. Repairing ADA Equipment Standards

The CONTRACTOR shall repair all ADA required equipment within forty-eight (48) hours of occurrence or in accordance with federal ADA guidelines or laws, whichever is more stringent. This equipment includes:

- Public Address (PA) system
- Destination signs
- Stop request signs
- Passenger signal tape or cords
- Wheelchair lift equipment
- Ramp equipment
- Wheelchair tie down and securement equipment
- Required ADA signage and decals
- Vehicle enunciators

g. Cleaning of Exterior and Interior of Vehicles Standards

1. Multiple times a day

All revenue service vehicles will be disinfected. At a minimum, vehicles will be disinfected prior to entering revenue service and on their return to the maintenance facility. In addition, revenue vehicles will be disinfected at a specified midpoint during revenue service. The Actual number of times during the day determined between AT and CONTRACTOR.

2. Daily

On a daily basis, the CONTRACTOR shall clean the interior of every vehicle to be used in service on the following day. Daily interior cleaning shall include, at a minimum, removing all interior trash, emptying the on-board trash receptacles, vacuuming all seat cushions, removing graffiti and gum, and mopping the floor. Weather permitting; the exterior of all vehicles shall be cleaned every day including a run through the bus wash and spot cleaning the bumpers and wheels. The back of all vehicles shall be hand washed prior to running them through the bus wash.

In addition, the CONTRACTOR shall post or remove interior public notices or advertisements within 24 hours of receiving notice to do so by Augusta, Georgia staff.

3. Bi-Weekly

Major interior cleaning (detailing) shall be provided for every vehicle in the fleet at least once every fourteen (14) calendar days. Major interior cleaning shall include (in addition to the daily tasks outlined above), an interior detailed cleaning of all windows, the driver's area, all side paneling, and the ceilings.

4. Quarterly

Upholstery cleaning of all seats shall be done quarterly.

5. Interior Damage

Interior damage on all vehicles shall be reported to Augusta, Georgia staff on a weekly basis with an estimated timeline for repairs and a list of completed repairs.

REPORTING STANDARDS

- Monthly Maintenance Reporting Standard

The CONTRACTOR shall submit the monthly maintenance report to Augusta, Georgia by the 15th day of the following calendar month.

- Monthly Invoice Standards

All components of the monthly invoice must be submitted to Augusta, Georgia no later than 15 business days following the end of the previous calendar month.

- Drug and Alcohol Reporting Standards

The CONTRACTOR must submit the monthly Drug and Alcohol report accurately no later than 15 business days following the previous calendar month.

- Disadvantaged Business Enterprise (DBE) Program Standards

Augusta, Georgia must declare a DBE goal annually. The CONTRACTOR must make a good faith effort to meet the DBE goal throughout the duration of the Contract.

Failure of the CONTRACTOR to use the DBE firms (or a Certified DBE replacement) that were submitted with the Proposal shall constitute a breach of Contract. The monthly DBE report is to be submitted to Augusta, Georgia no later than 15 business days following the previous calendar month. For any month in which the goal is not met, good faith efforts must be submitted to Augusta, Georgia no later than 15 business days following the previous calendar month showing what ongoing opportunities to bid were given to DBE firms. All bidder contact information must be supplied with

the good faith efforts. The original written responses from DBE firms to ongoing bids must be provided monthly.

Minority and Women-Owned Business Enterprises: In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be

found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

- Federal Requirements Standards

It is understood and agreed that the CONTRACTOR is obligated by and to Augusta, Georgia for specifications or documentation required to comply with any Federal Transit Administration (FTA), State of Georgia, or Augusta, Georgia requirements.

- Accident Reporting Standards

The CONTRACTOR shall report all passenger or vehicle accidents to Augusta, Georgia within thirty (30) minutes of the occurrence and follow up with a complete, correct, and detailed written accident report within three (3) days of the occurrence.

The police report shall be provided within seven (7) business days from the date of the accident. Failure by the CONTRACTOR to provide a Police Report within seven (7) business days of the occurrence will be an offence subject to a penalty determined by Augusta, Georgia.

- Major NTD Reportable Accident

The CONTRACTOR shall report all NTD Reportable Accidents, as defined by the National Transit Database within (30) minutes of the occurrence and follow up with a complete, correct, and detailed written accident report within three (3) days of the occurrence.

- NTD Reporting Standards

The CONTRACTOR is responsible for compiling information regarding the fixed route and paratransit operations including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the National Transit Database Report. This report is **CRITICAL** and must be received by Augusta, Georgia each year by April 1st. The CONTRACTOR must ensure that all deadlines and procedures established by the FTA regarding this report are followed and any follow-up responses are adhered to.

The CONTRACTOR'S operations staff must have a clear understanding of all aspects of the NTD Report including how to develop an FTA approved sampling methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the CONTRACTOR shall provide the required NTD information on the appropriate NTD form along with all backup information. This information shall be supplied with the monthly invoice.

CUSTOMER SERVICE STANDARDS

Overview - Augusta, Georgia has exceptionally high customer service standards for all of its departments. AT customers have a right to expect courtesy, respect, honesty and professionalism from all AT representatives including Managers, Bus Operators, Dispatchers, Supervisors, Reservationists, Schedulers, and Customer Service Agents. Whether they come in contact with an AT representative by phone or in person, the AT representative is expected to listen to their

request/question, ask for clarification if necessary, and provide complete, knowledgeable, accurate, precise information regarding their inquiry.

In the past, AT has experienced a high rate of operator courtesy complaints and unsafe driving complaints. Improving on this situation AT has defined complaint goals and penalty outcomes as follows:

- Courtesy Complaint - The total number of courtesy complaints received per quarter, filed through either the Customer Service Department or Augusta, Georgia, shall be less than 10% of the total number of complaints received per quarter.
- Unsafe Driving Complaint - Any employee who receives more than three (3) unsafe driving complaints in one quarter will be removed from all AT activities.
- Complaint Response Time - Customer complaints will be responded to within 24 hours from the time of receipt of the complaint, Monday through Friday. Complaints received on Friday shall be responded to on Monday.
- Complaints Filed Through Customer Service Department and Complaints Filed Through Augusta, Georgia

The total number of complaints filed through the Customer Service Department shall be no more than 180 per quarter.

FUEL EFFICIENCY STANDARDS

Augusta, Georgia has made a concerted effort to improve fuel economy and improve air quality and has taken specific steps to achieve this result.

1) Bus Idling Standard - The idling time for all Augusta Transit buses shall not exceed 15 minutes with the following exceptions:

- Extreme weather conditions.
- Idling in traffic.
- When maintenance is being performed.
- When there are passengers on board.

TICKET INVENTORY CONTROL STANDARDS

Procedures are established whereby upon the receipt of a request for tickets, a Ticket Request Form (TRF) MUST be completed and submitted to Augusta, Georgia. Forms must be submitted to Augusta, Georgia no less than once per week to ensure proper inventory management.

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SECTION 17 - FEDERAL TRANSIT AUTHORITY CLAUSES

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia (hereinafter referred to as Augusta, Georgia) for any specifications or documentation required of Augusta, Georgia under these clauses.

Master Agreement FTA MA (28) dated February 9, 2021 - <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021>

Circular 4220.1F, dated November 1, 2008, Rev. 4, March 18, 2013 - <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F - <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

Title 49 of the Code of Federal Regulations (CFR) – Transportation - <https://www.ecfr.gov/current/title-49>.

1. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES.** Augusta, Georgia and the 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 Augusta, Georgia, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the 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.** The 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, the 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, the 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 the Contractor to the extent the Federal Government deems appropriate.

The 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. chapter 53, the Government reserves

the right to impose the penalties of 18 U.S.C.

§ 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The 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. **ACCESS TO RECORDS AND REPORTS.**

a) **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

d) **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

4. **CHANGES TO FEDERAL REQUIREMENTS.** The 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 FTA MA (28) dated February 9, 2021 between Augusta, Georgia and the FTA, as they may be promulgated or amended from time to time during the term of this contract. Contractor's failure to comply with this shall constitute a material breach of this contract. The Contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

a) **[RESERVED]**

5. **CIVIL RIGHTS LAWS AND REGULATIONS.** The following Federal Civil Rights laws and regulations apply to this contract.

I. **Federal Equal Employment Opportunity (EEO) Requirements.** These include but are not limited to:

a) **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

II. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

III. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

IV. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

6. **CIVIL RIGHTS AND EQUAL OPPORTUNITY.** Augusta, Georgia is an Equal Opportunity Employer. As such, Augusta, Georgia agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Augusta, Georgia agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

II. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

III. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

IV. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

V. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

7. **DISADVANTAGED BUSINESS ENTERPRISE.**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs.

It is the policy of Augusta, Georgia and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Augusta, Georgia to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the

requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Augusta, Georgia shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Augusta, Georgia may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with Augusta, Georgia.

Contract Assurances. The Contractor, subrecipient or subcontractor 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 C.F.R. 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 this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. **Prompt Payment – 49 C.F.R. § 26.29(a).** The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment from Augusta, Georgia. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Augusta, Georgia. This clause applies to both DBE and non-DBE subcontracts.

II. **Retainage: 26.29(b).** Augusta, Georgia will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed by using one or more of the following methods:

- (1) Declining to hold retainage from Contractors and prohibiting Contractors from holding retainage from subcontractors.
- (2) Declining to hold retainage from Contractors and requiring a contract clause obligating Contractors to make prompt and full payment of any retainage kept by Contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.
- (3) Holding retainage from Contractors and providing for prompt and regular incremental acceptances of portions of the contract, pay retainage to Contractors based on these acceptances, and require a contract clause obligating the Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within thirty (30) days after Augusta, Georgia's payment to the Contractor.
- (4) Requiring a contract clause that requires Contractors to include in their subcontracts language providing that Contractors and subcontractors will use

appropriate alternative dispute resolution mechanisms to resolve payment disputes.

(5) Requiring a contract clause providing that the Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed.

Augusta, Georgia shall have the power and authority to enforce all of the provisions of this subsection and may implement suspension and debarment for non-compliance as provided in Chapter 10 of the AUGUSTA, GEORGIA CODE.

DBE Participation

For the purpose of this Contract, Augusta, Georgia will accept **only** DBE's who are:

- (1) Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
- (2) An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- (3) Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at **5.64%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than **5.64%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

DBE Submissions

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- (1) An original **DBE Letter of Intent (EXHIBIT 1)** from each DBE listed in the DBE Participation Schedule.
- (2) A completed **DBE Utilization Statement (EXHIBIT 2)** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- (3) A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule (EXHIBIT 3)**. No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Augusta, Georgia.

Good Faith Efforts (GFE)

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Augusta, Georgia will consider the Bidder/Offeror's documented good faith efforts to meet the goal in

determining responsiveness. The types of actions that Augusta, Georgia will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- 1) Documented communication with Augusta, Georgia's DBE Coordinator (questions of ITB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 2) Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- 3) The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4) Written notification to DBE's encouraging participation in the proposed Contract; and
- 5) Efforts made to identify specific portions of the work that might be performed by DBE's

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract via **DBE Evidence of Good Faith Checklist and Form (EXHIBIT 4)**:

- (1) The names, addresses, and telephone numbers of DBE's that were contacted;
- (2) A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- (3) Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration 26.53(d)

Within five (5) business days of being informed by Augusta, Georgia that it is not responsive because it has not documented sufficient good faith efforts, the Bidder/Offeror may request Administrative Reconsideration. Bidder/Offerors should make this request in writing to the following Reconsideration Official:

**Administrator of Augusta, Georgia 535 Telfair Street, Room 910
Augusta, Georgia 30901
(706) 821-2400**

The Reconsideration Official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the

Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official will send the bidder/offeror a written decision on the reconsideration, explaining the basis for the decision. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of the DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule without Augusta, Georgia's prior written consent. Augusta, Georgia may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the Augusta, Georgia in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

Augusta, Georgia shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Augusta, Georgia that summarize the total DBE value for this Contract via use of the **DBE Monthly Utilization Report (EXHIBIT 5)** and the **DBE Final Utilization Report (EXHIBIT 6)**. These reports shall provide the following details:

- (1) DBE utilization established for the Contract;
- (2) Total value of expenditures with DBE firms for the quarter;
- (3) The value of expenditures with each DBE firm for the quarter by race and gender;
- (4) Total value of expenditures with DBE firms from inception of the Contract; and
- (5) The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to Augusta, Georgia Compliance Department and Augusta Georgia Public Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- (1) Augusta, Georgia to have access to necessary records to examine information as Augusta, Georgia deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and

contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

(2) The authorized representative(s) of Augusta, Georgia, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

(3) All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.

Sanctions for Violations

If at any time Augusta, Georgia has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Augusta, Georgia may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

(1) Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

(2) Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

8. **INCORPORATION OF FTA TERMS.** This contract, agreement order shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this attachment or in the contract and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Project or contract as described in FTA Circular 4220.1F, dated November 1, 2008, Rev. 4, March 18, 2013, and the FTA's Master Agreement FTA MA (28) dated February 9, 2021, as each may be amended from time to time. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the contract, agreement or purchase order. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the Augusta, Georgia to be in violation of its Agreement with FTA, or Augusta, Georgia to be in violation of any FTA terms and conditions applicable to this Project of any grant the Augusta, Georgia may have with FTA. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

9. **ENERGY CONSERVATION.** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10. **Government-Wide Debarment and Suspension.** 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. As such, the contractor is required to verify that neither the contractor or 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 and assures compliance of each third-party contractor and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any contract arising out of such offer, proposal or bid is in effect. The contractor further agrees to include a

provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

11. **Breaches and Dispute Resolution.** FTA Circular 4220.1F imposes the requirements at 49 CFR part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of this contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.

12. **Lobbying.** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. 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 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. **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. The 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. The contractor agrees to report each violation to Augusta, Georgia and agrees that Augusta, Georgia will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The 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.

14. **Clean Water.** If this purchase order or contract is valued at \$100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to Augusta Georgia and agrees that Augusta Georgia will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The 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.

15. The 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. The 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 certification of compliance with the Fly America

requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

16. **Contract Work Hours and Safety Standards Act Requirements.** If this purchase order or contract involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

Contract Work Hours and Safety Standards

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 work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in such work week.

B. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clauses set forth in subparagraph (b)(1) of 29 CFR Section 5.5, 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 clauses set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$ 10.00 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C. **Withholding for Unpaid Wages and Liquidated Damages:** DOT or Augusta, Georgia 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 monies 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 subparagraph (b)(2) of 29 CFR Section 5.5.

D. **Nonconstruction Grants:** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Augusta, Georgia shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the contractor or subcontractor will permit such representatives to

interview employees during working hours on the job.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph A. through E. 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 subparagraphs A. through E. of this section.

17. **Recycled Products.** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 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.

18. **ADA Access.** If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities.

DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Buildings and Facilities: <http://www.access-board.gov/guidelines-and-standards>

19. **Drug and Alcohol Testing.** Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655); produce any documentation necessary to establish its compliance with Part 40 and 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations or the CITY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as well as to review the testing process as required under Part 40 and Part 655. The Contractor agrees further to certify annually its compliance with part 655 by February 10 and to submit the Management Information System (MIS) reports by February 10 to the CITY Transit Director. To certify compliance, the 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. Contractor shall also submit, before 30 Days contract startup, for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program.

Drug-Free Workplace. Drug-free workplace to be maintained by Contractor; required contract provisions. All public bodies shall include in every contract over \$10,000 the following provisions: During the performance of this contract, the Contractor agrees to (i) provide a drugfree workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for

violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. **Transit Employee Protective Provisions**

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the 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.G. 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. DOE. to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of 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 subsection (b).

b) **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, the 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 Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

21. **Charter Service**

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and sub-recipients 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. **School Bus Operations**

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- a. Bar the Contractor from receiving Federal assistance for public transportation; or
- b. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. **Disputes, Breaches, Defaults, and Litigation**

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

24. **Prohibition on certain telecommunications and video surveillance services or equipment**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f),

paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

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SECTION 18 – MISCELLANEOUS PROVISIONS

- a) Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one in the same agreement.
- b) Gender - All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- c) Benefits and Binding Effect - All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by AT, CONTRACTOR and their respective successors and assigns.
- d) Entire Agreement - This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided.
- e) Exhibits and Schedules - All of the Exhibits, Addenda, Responsive Proposal, Agreement, Agreement Amendments, Insurance Certificates, Performance and Payment Bond, Notice to Proceed, Change Orders, Project Acceptance, Fee Schedules, and RFP# 22-125 referred to in this Agreement are hereby incorporated by reference and shall be deemed to be a part of this Agreement for all purposes.
- f) Severability of Provisions - Any provision of this Agreement which is found to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Agreement, or affecting the validity or enforceability of such provisions in any other jurisdiction.
- g) Remedies - No single or partial exercise of any right, remedy, power or privilege hereunder shall in any way preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers or privileges provided by law.
- h) Force Majeure - Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is caused by any of the following:
- Acts of God, lightening, earthquake, fire, epidemic, pandemic, other health crises, landslide, drought, hurricane, tornado, explosion, failure of utilities, flood, and nuclear radiation.
 - Condemnation or other taking by any government body.
 - Strikes, work slowdowns, sick-outs, or other labor disputes.
 - Negligent or criminal acts by third parties, to the extent that this Agreement does not make the non-performing Party responsible.
 - Any order, judgment, action or determination of any federal or state court, administrative

agency or government body.

i) Governing Laws and Venue of Actions – This Agreement shall be government and construed in accordance with the laws of the State of Georgia. In the event that a dispute arises with respect to this Agreement, the dispute shall be resolved in accordance with according to the following process:

1) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator in the State of Georgia. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service in Augusta, Georgia. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

2) If the dispute is not resolved in mediation, the Superior Court of Richmond County in the State of Georgia or, as applicable, the United States District Court for the Southern District of Georgia shall have exclusive jurisdiction to hear any claim between CONTRACTOR and Augusta, Georgia in connection with the Agreement or the operation of the Augusta Transit system, and CONTRACTOR submits to the jurisdiction and venue of such courts.

j) Compliance with Law - CONTRACTOR shall comply with all applicable Federal, State and Local laws and regulations relating directly or indirectly with providing transit services pursuant to this Contract. All buses and other equipment shall be maintained and operated at all times in compliance with all applicable rules. Regulations and codes governing the operation of vehicles or public conveyance of Augusta, Georgia and its municipalities and those of the State of Georgia and the United States.

Augusta, Georgia shall comply with all federal and state laws and regulations applicable to Augusta, Georgia and related directly or indirectly to providing transit services.

k) Waiver - No provisions of this Contract may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion. A waiver of any provision shall not affect or alter the remaining provisions of this Contract.

l) Strict Compliance - No failure of Augusta, Georgia to insist upon strict compliance by CONTRACTOR with any provision of this Contract shall operate to discharge, modify, change or affect any of the Contract obligations.

m) Survival - All provisions of this Contract which contain continuing obligations shall survive its expiration or termination.

n) Mutual Discussion - In case of any dispute, claim, question, or disagreement arising from or relating to the Proposal or arising out of this Contract or the breach thereof, the parties shall first attempt to a resolution through mutual discussion.

o) Attorney Fees - In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

p) Time is of the Essence - Time is of the essence in the performance of all work and services to be provided hereunder.

q) Captions - The captions are for convenience of reference only and shall not be construed as a part of this Agreement.

r) Order of Precedence - The order of precedence between the Agreement documents shall be (1) this Agreement, (2) the Responsive Proposal and (3) the Request for Proposal. Written modifications and amendments signed by both parties shall take precedence over the effected sections of the documents listed above. Whenever any conflict appears in any portion of this Agreement, it shall be resolved by application of this order of precedence.

s) E-Verify - All Contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with

O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the CONTRACTOR will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with

O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

t) Local Small Business Opportunity Program Language - In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the CONTRACTOR and/or collecting liquidated damages.

u) Consequential Damages Waiver. EXCEPT FOR CLAIMS OF WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS; LOSS OF DATA; LOSS OR INTERRUPTION OF USE; COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES; OR OTHER ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

v) Limit of Liability. EXCEPT FOR: (i) CLAIMS OF WILLFUL MISCONDUCT OR FRAUD, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS DUE TO CONTRACTOR UNDER THIS AGREEMENT OVER THE ONE YEAR PERIOD IMMEDIATELY PROCEEDING THE CLAIM. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

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DEBARMENT AND SUSPENSION

49 CFR Part 29 Executive Order 12549 Applicability to Contracts >\$25,000

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Suspension and Debarment

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 Augusta, Georgia. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Augusta, Georgia, 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.

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 GDOT. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GDOT, 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

AUGUSTA, GEORGIA

By: _____

(SEAL)

Garnett L. Johnson, Mayor

Attest:

Lena J. Bonner, Clerk of
Commission

CONTRACTOR

(SEAL)

Attest:

By: _____
Erin Niewinski -
Chief Financial Officer - MV Contract
Transportation, Inc.
