



## **PUBLIC SERVICES COMMITTEE MEETING AGENDA**

Commission Chamber

Tuesday, October 28, 2025

1:00 PM

### **PUBLIC SERVICES**

- 1.** Update on usage audit on Park and Recreation facilities and discuss how to consolidate parks and community centers in order to provide better service and consistent maintenance for these facilities; consider divesting of underused parks. **(Requested by Commissioner Brandon Garrett)**
- 2.** Motion to approve a change order in the amount of \$30,569 to the agreement with RD Brown for the construction of Henry Brigham Community Center. Funding is available in account 272-06-1312/54-13120 (22REC181).
- 3.** A motion to approve the award of RFP 25-125 for Transit Operations and Maintenance Services to MV Transportation, Inc. for a period of three (3) years with the option to extend for two (2) additional one (1) year periods for a total agreement up to five (5) years. The initial contract period would begin January 1, 2026, and end December 31, 2028. Award is contingent upon receipt of signed and executed contract.
- 4.** Motion to approve the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).
- 5.** Discuss the future operation of the Augusta Marina, as the current lease is set to expire in January 2026, and seek Commission guidance on whether to rebid the lease or transition operations to the City.
- 6.** Discuss updated data and path forward for a divestment plan for underutilized Recreation & Parks parks/facilities.
- 7.** Motion to **approve** the minutes of the October 14, 2025 Public Services Committee Meeting.



## Public Services Committee Meeting

September 9, 2025

Consolidate parks and community centers

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|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                                                                                                                                                                                                              |
| <b>Presenter:</b>                                     | N/A                                                                                                                                                                                                                                                                                              |
| <b>Caption:</b>                                       | Update on usage audit on Park and Recreation facilities and discuss how to consolidate parks and community centers in order to provide better service and consistent maintenance for these facilities; consider divesting of underused parks. <b>(Requested by Commissioner Brandon Garrett)</b> |
| <b>Background:</b>                                    | N/A                                                                                                                                                                                                                                                                                              |
| <b>Analysis:</b>                                      | N/A                                                                                                                                                                                                                                                                                              |
| <b>Financial Impact:</b>                              | N/A                                                                                                                                                                                                                                                                                              |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                                                                                                                                              |
| <b>Recommendation:</b>                                | N/A                                                                                                                                                                                                                                                                                              |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                                                                                                                                              |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                              |



## Public Services Committee Meeting

Meeting Date: October 14, 2025

Change Order Procurement – Henry H. Brigham Community Center 22REC181

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Augusta Recreation & Parks Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Presenter:</b>                                     | Tameka D. Williams, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Caption:</b>                                       | Motion to approve a change order in the amount of \$30,569 to the agreement with RD Brown for the construction of Henry Brigham Community Center. Funding is available in account 272-06-1312/54-13120 (22REC181).                                                                                                                                                                                                                                                                                                                                        |
| <b>Background:</b>                                    | The Henry H. Brigham Community Center requires installation of new exhaust fans in the steam and sauna areas of the men's and women's restrooms. The scope includes procurement and installation of two Greenheck SP-A0511W exhaust fans and associated duct, core drilling CMU walls, tying the exhaust fans into the existing lighting circuit, modification of ACT ceilings, and final cleanup with paint touchups as needed.                                                                                                                          |
| <b>Analysis:</b>                                      | The department has reviewed this request with the Procurement Department and determined that R.D. Brown Contractors, Inc. (the original builder of the Henry Brigham Community Center) is the only vendor authorized to perform this work without voiding the existing building warranty. Utilizing another vendor would risk warranty protections and result in potential long-term costs. R.D. Brown also has unique familiarity with the facility's design, construction methods, and materials, ensuring compatibility and consistency in appearance. |
| <b>Financial Impact:</b>                              | The total cost is \$30,569. Funds are available in account 272-06-1312/54-13120. No additional General Fund appropriation is required.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Alternatives:</b>                                  | <ol style="list-style-type: none"> <li>1. Competitive solicitation: Not recommended, as engaging another contractor would void the facility warranty and risk additional costs.</li> <li>2. Defer action: Not recommended, as the exhaust fans are required for proper ventilation and facility operations.</li> </ol>                                                                                                                                                                                                                                    |
| <b>Recommendation:</b>                                | Approve the Change Order Procurement with R.D. Brown Contractors, Inc. in the amount of \$30,569 for the installation of exhaust fans and associated work at the Henry H. Brigham Community Center. Authorize the Mayor to execute all necessary documents.                                                                                                                                                                                                                                                                                               |
| <b>Funds are available in the following accounts:</b> | 272-06-1312/54-13120                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**REVIEWED AND  
APPROVED BY:**

N/A

*Item 2.*

**MEMORANDUM**

\$130,569

TO: Andy Penick, Director, Procurement Department  
FROM: Tameka D. Williams, Director, Recreation and Parks  
DATE: September 24, 2025  
RE: R.D. Brown Contractors, Inc. (Supplemental Agreement)

The R.D. Brown Contractors, Inc., who constructed the Henry Brigham Community Center is the only vendor capable of performing the required work without voiding the existing building warranty. Engaging with a different contractor would risk nullifying warranty protections provided to Augusta, resulting in additional long-term financial. Only the original contractor is authorized to conduct work without voiding the building warranty. -8

This supplemental agreement to (22REC181) provides not only with familiarity with the facility's design, construction methods and materials. This ensures that any repairs or modifications will be fully compatible with existing structure and maintain consistency in appearance.

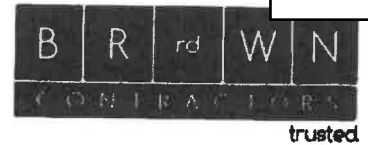
*Tameka D. Williams*

Tameka D. Williams  
Director

222-06-1312-5413120

R.D. Brown Contractors, Inc.  
1377 W Martintown Road (29860)  
Post Office Box 6535 (29861)  
North Augusta, South Carolina  
803.279.3176 Phone  
803.279.3811 Facsimile

~~Russell~~  
R 410599



## Henry Brigham Community Center Steam Exhaust 07/31/2025

To Whom It May Concern,

We are pleased to quote a price of **\$30,569** to install exhaust fans in the steam and sauna area of both the men's and women's restrooms at The Henry Brigham Community Center.

Our scope will include:

- Procurement and installation of (2) Greenheck SP-A0511W exhaust fans and associate duct
- Core drill CMU walls to accept new duct system
- Tie exhaust fans into lighting circuit to operate off of the existing switch
- Modification and refit of ACT ceiling to accept new exhaust fans
- Final clean up and any paint touchups needed due to work

Our scope will not include:

- Modification of MEP
- Electrical work not covered in scope
- Paint touchup not caused by scope
- Anything not covered in this proposal

Let me know if you have any questions.

Sincerely,

Wade Thomas  
Project Engineer  
R.D. Brown Contractors Inc.

A handwritten signature of Wade Thomas is written over a horizontal line.

Proposal Accepted By:

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## Public Services Committee

October 28, 2025

Transit Operations and Maintenance Service RFP 25-125

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|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Augusta Transit                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Presenter:</b>                                     | Sharon Dottery                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Caption:</b>                                       | A motion to approve the award of RFP 25-125 for Transit Operations and Maintenance Services to MV Transportation, Inc. for a period of three (3) years with the option to extend for two (2) additional one (1) year periods for a total agreement up to five (5) years. The initial contract period would begin January 1, 2026, and end December 31, 2028. Award is contingent upon receipt of signed and executed contract. |
| <b>Background:</b>                                    | Augusta Transit prepared a RFP for the continuation of privation for Transit System Services. The proposals were opened June 16, 2025, with two (2) potential vendors. After review of the required submissions, the evaluation committee recommends the award to MV Transportation, Inc.                                                                                                                                      |
| <b>Analysis:</b>                                      | After reviewing the proposals and the requested negotiations, MV Transportation Inc. is recommended to operate Augusta Transit Services.                                                                                                                                                                                                                                                                                       |
| <b>Financial Impact:</b>                              | The recommendation is to award this item to MV Transportation, Inc. based on their cost proposal                                                                                                                                                                                                                                                                                                                               |
| <b>Alternatives:</b>                                  | MV Transit provide the most responsible and responsive offeror whose proposal was determined in writing to be the most advantageous                                                                                                                                                                                                                                                                                            |
| <b>Recommendation:</b>                                | 1. Award the contract to MV Transportation, Inc.<br>2. Deny the motion to approve the award.                                                                                                                                                                                                                                                                                                                                   |
| <b>Funds are available in the following accounts:</b> | Operating funds 546 account.                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                                                                                                                            |

## Request for Proposals

Request for Proposals will be received at this office until **Monday, June 2, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **852 8282 9032**; Passcode: **25125** furnishing:

### RFP Item #25-125

### Transit Operations and Maintenance Services for Augusta, GA – Public Transit Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Darrell White, Interim Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**A vehicle & facility inspection will be held on Monday, May 12, 2025 from 1:00 p.m. to 3:00 p.m. at Augusta Public Transit, 2844 Regency Blvd., Augusta, GA 30904. Please contact Oliver Page at (706) 821-4400 in advance. Pre-Proposal Conference will be held on Wednesday, May 14, 2025 @ 11:00 a.m. via ZOOM – Meeting ID: 847 6608 9340; Passcode: 25125.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Thursday, May 15, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A ten percent (10%) of the total Proposal price for twelve months of full operation of the fixed route, paratransit, Microtransit and maintenance services. A performance and payment bond in the amount of 100% equal to the annual contract sum will be required of the successful proposer for award and annual renewal.**

**Request for proposals (RFP) and specifications.** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Darrell White, Interim Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle April 17, 24, 2025 and May 1, 8, 2025  
Metro Courier April 17, 2025

Revised:10/02/24



**RFP Opening Item #25-125 Transit Operations and Maintenance Services  
for Augusta,GA – Augusta Public Transit Department  
RFP Due: Monday, June 16, 2025 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 23**  
**Total Number Specifications Download (Demandstar): 11**  
**Total Electronic Notifications (Demandstar): 203**  
**Georgia Procurement Registry: 624**  
**Pre-Proposal Conference Attendees: 56**  
**Total packages submitted: 4**  
**Total Non-compliant: 2**

| <b>VENDORS</b>                                                                                                                        | <b>Attachment<br/>"B"</b>    | <b>Addendum<br/>1 &amp; 2</b> | <b>E-Verify</b> | <b>Save<br/>Form</b> | <b>Bid Bond</b>              | <b>Fee<br/>Proposal</b> | <b>Original</b> | <b>7<br/>Copies</b> | <b>Compliance<br/>Goal</b>   |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------|-----------------|----------------------|------------------------------|-------------------------|-----------------|---------------------|------------------------------|
| <b>CAPUT LLC/April Hamilton<br/>2036 Baker Road NW<br/>Atlanta, GA 30318</b>                                                          | <b>YES</b>                   | <b>NO/Non-<br/>Compliant</b>  | <b>20006010</b> | <b>YES</b>           | <b>NO/Non-<br/>Compliant</b> | <b>YES</b>              | <b>YES</b>      | <b>YES</b>          | <b>No/Non-<br/>Compliant</b> |
| <b>MV Transportation, Inc./ MV Contract<br/>Transportation, Inc.<br/>2711 N. Haskell Avenue, Suite 1500 LB-2<br/>Dallas, TX 75204</b> | <b>YES</b>                   | <b>YES</b>                    | <b>19959</b>    | <b>YES</b>           | <b>YES</b>                   | <b>YES</b>              | <b>YES</b>      | <b>YES</b>          | <b>YES</b>                   |
| <b>Atlantic Transit, Inc.<br/>150 US Hwy 19 S<br/>Camilla, GA 31730</b>                                                               | <b>NO/Non-<br/>Compliant</b> | <b>YES</b>                    | <b>2603202</b>  | <b>YES</b>           | <b>YES</b>                   | <b>YES</b>              | <b>YES</b>      | <b>YES</b>          | <b>No/Non-<br/>Compliant</b> |
| <b>RATP Dev USA, Inc.<br/>300 Throckmorton Street,Suite 670<br/>Fort Worth, TX 76102</b>                                              | <b>YES</b>                   | <b>YES</b>                    | <b>166924</b>   | <b>YES</b>           | <b>YES</b>                   | <b>YES</b>              | <b>YES</b>      | <b>YES</b>          | <b>YES</b>                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------|------|---------------------------------------------------------------------|-----------------|----------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------|--|---------------------------------------------------------------------|--|----------------------------------------------------------------|--|
| <div><div></div><div><div>RFP Opening Item #25-125 Transit Operations and Maintenance Services</div><div>for Augusta,GA – Augusta Public Transit Department</div><div>RFP Due: Monday, June 16, 2025 @ 11:00 a.m. via ZOOM</div><div>Evaluation Date: Wednesday, July 9, 2025 2:00 p.m. via ZOOM</div></div></div>                                                                                                                                                                                                                      |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Vendors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         | MV Transportation, Inc./<br>MV Contract<br>Transportation, Inc.<br>2711 N. Haskell Avenue,<br>Suite 1500 LB-2<br>Dallas, TX 75204 |                           | RATP Dev USA, Inc.<br>300 Throckmorton<br>Street,Suite 670<br>Fort Worth, TX 76102 |      | CAPUT LLC/April Hamilton<br>2036 Baker Road NW<br>Atlanta, GA 30318 |                 | Atlantic Transit, Inc.<br>150 US Hwy 19 S<br>Camilla, GA 31730 |      | MV Transportation, Inc./<br>MV Contract<br>Transportation, Inc.<br>2711 N. Haskell Avenue,<br>Suite 1500 LB-2<br>Dallas, TX 75204 |  | RATP Dev USA, Inc.<br>300 Throckmorton<br>Street,Suite 670<br>Fort Worth, TX 76102 |  | CAPUT LLC/April Hamilton<br>2036 Baker Road NW<br>Atlanta, GA 30318 |  | Atlantic Transit, Inc.<br>150 US Hwy 19 S<br>Camilla, GA 31730 |  |
| Phase 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         | Ranking of 0-5 (Enter a number value between 0 and 5)                                                                             |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | Ranking | Points                                                                                                                            | Scale 0 (Low) to 5 (High) |                                                                                    |      |                                                                     | Weighted Scores |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| 1. Completeness of Response<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized                                                                                                                                                                                                                                                                                                                                                                                                       |  | N/A     | Pass /Fail                                                                                                                        | PASS                      | PASS                                                                               | FAIL | FAIL                                                                | PASS            | PASS                                                           | FAIL | FAIL                                                                                                                              |  |                                                                                    |  |                                                                     |  |                                                                |  |
| 2. Qualifications & Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | (0-5)   | 20                                                                                                                                | 4.6                       | 4.8                                                                                |      |                                                                     | 91.3            | 95.0                                                           | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| 3. Organization & Approach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | (0-5)   | 20                                                                                                                                | 4.0                       | 4.2                                                                                |      |                                                                     | 80.0            | 83.0                                                           | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Scope of Services<br>a.Capability and experience of supervisory personnel to be assigned to the project<br>b.Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled riders, in various sized communities<br>c.Adequacy of managerial, and technical resources to successfully carry out the required services and meet required service standards<br>d.Adequacy of Proposer’s vehicle maintenance program<br>e.Adequacy of Proposer’s response to all other requirements, terms, and conditions of this Request for Proposals |  | (0-5)   | 25                                                                                                                                | 4.1                       | 4.6                                                                                |      |                                                                     | 102.1           | 114.2                                                          | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| 5. Financial Stability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | (0-5)   | 5                                                                                                                                 | 4.8                       | 4.8                                                                                |      |                                                                     | 24.2            | 24.2                                                           | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| 6. References                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | (0-5)   | 5                                                                                                                                 | 4.5                       | 4.5                                                                                |      |                                                                     | 22.5            | 22.5                                                           | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |         |                                                                                                                                   | 22.0                      | 22.8                                                                               | 0.0  | 0.0                                                                 | 320.1           | 338.8                                                          | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| 8. Presentation by Team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | (0-5)   | 10                                                                                                                                | 4.5                       | 4.6                                                                                |      |                                                                     | 45.1            | 46.2                                                           | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| 9. Q&A Response to Panel Questions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | (0-5)   | 5                                                                                                                                 | 4.7                       | 4.5                                                                                |      |                                                                     | 23.4            | 22.4                                                           | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| 10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Lowest Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | 5       | 10                                                                                                                                | 5.0                       |                                                                                    |      |                                                                     | 50.0            | 0.0                                                            | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 5       | 6                                                                                                                                 |                           | 5.0                                                                                |      |                                                                     | 0.0             | 30.0                                                           | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Third                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 5       | 4                                                                                                                                 |                           |                                                                                    |      |                                                                     | 0.0             | 0.0                                                            | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Forth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 5       | 2                                                                                                                                 |                           |                                                                                    |      |                                                                     | 0.0             | 0.0                                                            | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Fifth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 5       | 1                                                                                                                                 |                           |                                                                                    |      |                                                                     | 0.0             | 0.0                                                            | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |         |                                                                                                                                   | 14.2                      | 14.1                                                                               | 0.0  | 0.0                                                                 | 118.5           | 98.6                                                           | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Total Cumulative Score<br>(Maximum point is 500)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |         |                                                                                                                                   | 36.2                      | 36.9                                                                               | 0.0  | 0.0                                                                 | 438.6           | 437.5                                                          | 0.0  | 0.0                                                                                                                               |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Internal Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Evaluator: Cumulative Date: Phase I - 7/9/25 Phase II 7/30/25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Procurement DepartmentRepresentative:____Nancy Williams_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |
| Procurement Department Completion Date: Phase I - 7/9/25 Phase II 7/30/28                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |         |                                                                                                                                   |                           |                                                                                    |      |                                                                     |                 |                                                                |      |                                                                                                                                   |  |                                                                                    |  |                                                                     |  |                                                                |  |

**AUGUSTA TRANSIT**

SHARON DOTTERY, TRANSIT DIRECTOR

**NOTICE OF INTEN TO AWARD MEMORANDUM**

**TO:** Andy Penick, Director Procurement

**CC:** Oliver Page, Ph.D., Deputy Director

**FROM:** Sharon Dottery, Transit Director *SD*

**DATE:** September 24, 2025

**SUBJECT:** Notice of Intent to Award RFP 25-125

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The Transit Department has completed a review of the two (2) proposals submitted by RATP Dev. USA and MV Transportation, Inc., for RFP 25-125 for the Transit Operations and Maintenance Services of Augusta Transit.

The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is MV Transportation, Inc. The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer. A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of award does so without a contract and at their own risk.

The Transit team greatly appreciates all your help and guidance.

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. 1<sup>st</sup> renewal term - January 1, 2029 – December 31, 2029
2. 2<sup>nd</sup> 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 15<sup>th</sup> 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](http://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](http://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 1<sup>st</sup>. 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## 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](http://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](http://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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

## **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

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.

\_\_\_\_\_

September 26, 2025



Nancy Williams  
Contract Compliance Administrator  
Augusta Procurement Department  
535 Telfair Street, Suite 605  
Augusta, GA 30901

**Re: Written clarifications following September 9 negotiations meeting and BAFO position**

Dear Ms. Williams,

Thank you for meeting with us and for outlining Augusta's priorities. Per your request, we are providing written responses to the clarification questions discussed in our negotiations meeting on September 9, 2025. These answers reflect what was discussed in the meeting. We have also noted the BAFO items that we will include in our final pricing submission.

We appreciate the opportunity to partner with Augusta, and we are aligned with the January 1 contract start, with transition activities beginning upon Commission approval and notice to proceed.

**1) Microtransit program, is cost included in the price proposal?**

Our price proposal includes assisting with the design, planning, consulting, and partnership work to stand up microtransit using Augusta's existing software. Per the discussion and Addendum 2, incremental operating costs that depend on activation, for example additional drivers and supervision, will be negotiated when Augusta decides to go live.

**2) Electric bus program, is training provided in the cost proposal?**

Yes, electric bus training will be provided. We outlined a hybrid approach: OEM training tied to the purchased vehicle models; MV's National Training Manager and Zero Emissions Team delivering high voltage, PPE, safety, lockout tagout, and de energization procedures for technicians and operating staff; supported online modules through partners like MCI and Proterra; and inclusion of managers, safety staff, and, as appropriate, Augusta participants. This supports Augusta's five electric buses already in service and provides ongoing training for our local team.

**3) Contingency items, emergency services and 80 hours for government officials**

We will partner with Augusta through your Emergency Operations Center process, place an MV manager or designee in the EOC during events, and follow defined hurricane and severe weather procedures, including vehicle staging and service scaling. In declared events, we mobilize first, then reconcile reasonable

reimbursement with you after the response stabilizes. Regarding charters, we will support the FTA permitted 80 hours for government officials and stay within the Charter Rule. We will coordinate these trips in advance so they are compliant and do not impact regular service. MV requests that any charters be billed at an hourly gate to gate rate. The 80 hours of Charter Cost to Government Officials for the City of Augusta, Commissioners, Mayor Administration, etc. Augusta Transit will not be charged for the city officials.

#### **4) Accident reporting within 30 minutes versus 1 hour**

We agree to notify Augusta within 30 minutes of any incident. Initial notice will be brief, for example location and type of event, followed by updates as facts are confirmed. We will implement QR code based notifications from dispatch to push immediate alerts to designated Augusta contacts and MV leadership for no additional costs.

#### **5) Multilingual support for ridership**

We will provide multilingual support through a live telephone translation service available to dispatch and front line staff.

#### **6) Breakdown of cost by service, Fixed Route, ADA Paratransit, Rural**

The breakdown of cost by service is attached.

#### **7) Aging vehicles will not excuse vendor from meeting KPIs, RFP p. 19 of 181**

Understood and agreed. We will not cite fleet age as a reason for missing performance standards. Our preventive maintenance routines, technician training, and daily oversight are designed to keep vehicles safe and reliable, new or old, and to meet Augusta's KPIs.

#### **8) Key personnel, retention of existing Augusta managerial staff, RFP p. 35 of 181**

We recognize the significance of retaining long-term managers who possess essential institutional knowledge. Upon receiving the names of these individuals, MV will promptly contact them to confirm their interest in joining our organization. We will proceed with our standard screening and background checks, which assess safety, teamwork, empathy, and other attributes integral to delivering exceptional customer service and ensuring our continued commitment to passengers. Following successful completion of all required background screenings, including drug and alcohol testing, MV will extend employment offers that reflect mutually agreed-upon compensation and benefits according to each individual's assigned role and responsibilities.

#### **9) "Most advantageous to Augusta, Georgia," RFP p. 57 of 181**

Our commitment is to be a collaborative partner focused on service reliability, safety, clear communication, and continuous improvement. You asked for less paper and more efficient processes. We will deploy digital tools that reduce paper, improve records, and free staff to focus on riders. We will be responsive, transparent, and accountable, and we will bring in senior support when needed.

### **10) Remuneration guidance, RFP p. 116 of 181, and MV proposed rates**

We completed a local wage analysis and proposed competitive rates, with an initial increase and annual growth. Retention is more than pay. We will pair wages with career pathways, recognition, benefits, and recruiting tools that have materially reduced turnover across MV. If, during performance, wages alone prove to be the limiting factor for attraction or retention, we will raise the issue and address it, so service remains stable.

### **11) Continuous training and certification**

Yes. We will provide ongoing in house and external training for operators and technicians, including high voltage safety, PPE, lockout tagout, OEM content, and tracked operator training. Certifications, for example ASE for maintenance and CDL development for operators, are part of our standard approach, and we will invite Augusta to participate in appropriate sessions.

### **12) References**

You reported four references, including some beyond our provided list, and that the feedback on MV was very positive. Thank you.

### **13) Maintenance management software and Fleetwatch compatibility**

You asked whether MV uses a system compatible with Fleetwatch. We routinely operate in environments with Fleetwatch and similar fueling and lubrication systems, and we can integrate with the platform Augusta is using.

### **14) BAFO request**

MV Transportation carefully evaluated Augusta's requirements and submitted our most competitive pricing with our initial proposal. We believe the pricing offered is fair for the scope of services and ensures sustainability over the contract term. Importantly, our proposal also brings significant added value through MV's outstanding safety record, robust training and certification programs, technology tools, and proven employee retention initiatives including AI technology that directly support reliable, high quality service for Augusta and its riders.

Sincerely,



Vice President of Business Development

MV Transportation, Inc.

Email: [tina.lainhart@mvtransit.com](mailto:tina.lainhart@mvtransit.com)

Phone: (386) 317-1517

## EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services  
COST PROPOSAL

| DESCRIPTION   | FIXED COST YEAR 1 | COST PER REVENUE HOUR |
|---------------|-------------------|-----------------------|
| Fixed Route   | \$ 2,427,184      | \$ 51.21              |
| Paratransit   | \$ 703,736        | \$ 46.57              |
| Rural Transit | \$ 517,139        | \$ 50.98              |
| Total         | \$ 3,648,059      | \$ 3,129,986          |

| DESCRIPTION     | FIXED COST YEAR 1 | YEAR 1 COST PER CLIENT |
|-----------------|-------------------|------------------------|
| Recertification | \$ 6,098          | \$ 24.39               |

Company Name: MV Transportation, Inc.Authorized Signature: *Dorothea DePrisco*Print Name: Dorothea DePrisco, Assistant Corporate SecretaryAddress: 2711 N. Haskell Avenue, Suite 1500 LB-2City/State/Zip Code: Dallas TX 75204Telephone: (386) 317-1617 Fax: (707) 446-4177Email: tina.lainhart@mvtransit.com

## EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services  
COST PROPOSAL

| DESCRIPTION   | FIXED COST YEAR 2 | COST PER REVENUE HOUR |
|---------------|-------------------|-----------------------|
| Fixed Route   | \$ 2,117,598      | \$ 53.94              |
| Paratransit   | \$ 627,790        | \$ 49.15              |
| Rural Transit | \$ 462,091        | \$ 53.80              |
| Total         | \$ 3,207,479      | \$ 3,299,193          |

| DESCRIPTION     | FIXED COST YEAR 2 | YEAR 2 COST PER CLIENT |
|-----------------|-------------------|------------------------|
| Recertification | \$ 6,243          | \$ 24.97               |

Company Name: MV Transportation, Inc.

Authorized Signature: *Dorothea DePrisco*

Print Name: Dorothea DePrisco, Assistant Corporate Secretary

Address: 2711 N. Haskell Avenue, Suite 1500 LB-2

City/State/Zip Code: Dallas TX 75204

Telephone: (386) 317-1617 Fax: (707) 446-4177

Email: tina.lainhart@mvtransit.com

## EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services  
COST PROPOSAL

| DESCRIPTION   | FIXED COST YEAR 3 | COST PER REVENUE HOUR |
|---------------|-------------------|-----------------------|
| Fixed Route   | \$ 2,167,688      | \$ 55.95              |
| Paratransit   | \$ 643,868        | \$ 50.97              |
| Rural Transit | \$ 473,992        | \$ 55.78              |
| Total         | \$ 3,285,548      | \$ 3,421,792          |

| DESCRIPTION     | FIXED COST YEAR 3 | YEAR 3 COST PER CLIENT |
|-----------------|-------------------|------------------------|
| Recertification | \$ 6,413          | \$ 25.65               |

Company Name: MV Transportation, Inc.Authorized Signature: *Dorothea DePrisco*Print Name: Dorothea DePrisco, Assistant Corporate SecretaryAddress: 2711 N. Haskell Avenue, Suite 1500 LB-2City/State/Zip Code: Dallas TX 75204Telephone: (386) 317-1617Fax: (707) 446-4177Email: tina.lainhart@mvtransit.com

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## EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services  
COST PROPOSAL

| DESCRIPTION   | FIXED COST YEAR 4 | COST PER REVENUE HOUR |
|---------------|-------------------|-----------------------|
| Fixed Route   | \$ 2,211,470      | \$ 58.39              |
| Paratransit   | \$ 658,998        | \$ 53.17              |
| Rural Transit | \$ 485,244        | \$ 58.18              |
| Total         | \$ 3,355,713      | \$ 3,570,304          |

| DESCRIPTION     | FIXED COST YEAR 4 | YEAR 4 COST PER CLIENT |
|-----------------|-------------------|------------------------|
| Recertification | \$ 6,588          | \$ 26.35               |

Company Name: MV Transportation, Inc.Authorized Signature: *Dorothea DePrisco*Print Name: Dorothea DePrisco, Assistant Corporate SecretaryAddress: 2711 N. Haskell Avenue, Suite 1500 LB-2City/State/Zip Code: Dallas TX 75204Telephone: (386) 317-1617Fax: (707) 446-4177Email: tina.lainhart@mvtransit.com

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## EXHIBIT 5

**RFP 25-125 Transit Operations and Maintenance Services  
COST PROPOSAL**

| DESCRIPTION   | FIXED COST YEAR 5 | COST PER REVENUE HOUR |
|---------------|-------------------|-----------------------|
| Fixed Route   | \$ 2,275,759      | \$ 60.58              |
| Paratransit   | \$ 678,969        | \$ 55.15              |
| Rural Transit | \$ 499,993        | \$ 60.34              |
| Total         | \$ 3,454,720      | \$ 3,703,982          |

| DESCRIPTION     | FIXED COST YEAR 5 | YEAR 5 COST PER CLIENT |
|-----------------|-------------------|------------------------|
| Recertification | \$ 6,768          | \$ 27.07               |

Company Name: MV Transportation, Inc.

Authorized Signature: *Dorothea DePrisco*

Print Name: Dorothea DePrisco, Assistant Corporate Secretary

Address: 2711 N. Haskell Avenue, Suite 1500 LB-2

City/State/Zip Code: Dallas TX 75204

Telephone: (386) 317-1617

Fax: (707) 446-4177

Email: tina.lainhart@mvtransit.com

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| Cost Allocation Breakdown                        |                        |                        |                        |                        |                        |
|--------------------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Fixed Cost Component                             | Year 1                 | Year 2                 | Year 3                 | Option Year 4          | Option Year 5          |
| Staff Wages/Salaries, Fringes and Indirect       | \$ 1,285,536.36        | \$ 1,317,388.09        | \$ 1,353,033.69        | \$ 1,389,732.11        | \$ 1,427,518.00        |
| Maintenance Wages/Salaries, Fringes and Indirect | \$ 924,554.04          | \$ 953,942.40          | \$ 987,927.53          | \$ 1,023,333.07        | \$ 1,060,228.53        |
| Expenses                                         | \$ 382,663.75          | \$ 422,285.56          | \$ 420,959.48          | \$ 434,682.12          | \$ 449,973.20          |
| Start-Up                                         | \$ 434,096.00          | \$ -                   | \$ -                   | \$ -                   | \$ -                   |
| Non Vehicle Depreciation                         | \$ 77,956.75           | \$ 77,956.75           | \$ 77,956.75           | \$ 34,921.75           | \$ 28,059.00           |
| Interest                                         | \$ 92,425.77           | \$ 67,750.77           | \$ 62,667.99           | \$ 59,112.11           | \$ 57,862.08           |
| Overhead                                         | \$ 204,974.28          | \$ 144,898.39          | \$ 148,426.81          | \$ 151,600.00          | \$ 156,071.57          |
| Management Fee                                   | \$ 258,047.99          | \$ 235,742.22          | \$ 247,401.39          | \$ 275,507.63          | \$ 288,544.83          |
| <b>Total Fixed Expenses</b>                      | <b>\$ 3,660,254.93</b> | <b>\$ 3,219,964.18</b> | <b>\$ 3,298,373.65</b> | <b>\$ 3,368,888.78</b> | <b>\$ 3,468,257.20</b> |
| <b>Fixed Cost per Month</b>                      | <b>\$ 305,021.24</b>   | <b>\$ 268,330.35</b>   | <b>\$ 274,864.47</b>   | <b>\$ 280,740.73</b>   | <b>\$ 289,021.43</b>   |
| Cost Allocation Breakdown                        |                        |                        |                        |                        |                        |
| Variable Cost Component                          | Year 1                 | Year 2                 | Year 3                 | Option Year 4          | Option Year 5          |
| Operator Wages, Fringes and Indirect             | \$ 1,852,185.13        | \$ 1,949,055.10        | \$ 2,013,135.90        | \$ 2,079,852.69        | \$ 2,149,757.46        |
| Parts and Materials                              | \$ 445,122.32          | \$ 462,262.32          | \$ 480,105.84          | \$ 498,683.44          | \$ 518,027.10          |
| Operator Expenses                                | \$ 95,142.78           | \$ 148,966.70          | \$ 153,562.15          | \$ 158,430.77          | \$ 163,455.92          |
| Insurance                                        | \$ 341,592.42          | \$ 348,902.51          | \$ 364,348.43          | \$ 380,694.17          | \$ 397,906.26          |
| Overhead                                         | \$ 175,279.21          | \$ 148,463.69          | \$ 153,980.62          | \$ 160,663.69          | \$ 166,679.19          |
| Management Fee                                   | \$ 220,664.01          | \$ 241,542.78          | \$ 256,658.61          | \$ 291,979.37          | \$ 308,156.17          |
| <b>Total Variable Expenses</b>                   | <b>\$ 3,129,985.87</b> | <b>\$ 3,299,193.10</b> | <b>\$ 3,421,791.55</b> | <b>\$ 3,570,304.12</b> | <b>\$ 3,703,982.11</b> |
| <b>Total Annual Revenue Hours</b>                | <b>62,158</b>          | <b>62,158</b>          | <b>62,158</b>          | <b>62,158</b>          | <b>62,158</b>          |
| <b>Variable Cost per Revenue Hour</b>            | <b>\$ 50.36</b>        | <b>\$ 53.08</b>        | <b>\$ 55.05</b>        | <b>\$ 57.44</b>        | <b>\$ 59.59</b>        |
| <b>Total Fixed and Variable Expenses</b>         | <b>\$ 6,790,240.80</b> | <b>\$ 6,519,157.27</b> | <b>\$ 6,720,165.21</b> | <b>\$ 6,939,192.91</b> | <b>\$ 7,172,239.31</b> |

CONFIDENTIAL

# BIDDERS LIST

Item 3.

**BID ( ☒ ) RFP ( ☐ ) RFQ ( ☐ ) ITEM # 25-125 Transit Operations and Maintenance Services**

| DATE    | Company Name & Contact Person                     | Complete Mailing Address                                   | SPEC # | MAILED BY |
|---------|---------------------------------------------------|------------------------------------------------------------|--------|-----------|
| 5/15/25 | RTW Management<br>George Coates                   | 1495 E 3300 S<br>Salt Lake City, UT 84106                  | 1      | JM        |
| 5/15/25 | WC Pihl<br>Attn: Business Development<br>Transdev | 720 E. Butterfield Rd<br>Suite 300<br>Lombard, IL 50148    | 1      | JM        |
| 5/15/25 | MV Transportation<br>Maddy Malone                 | 750 Mason Street, suite 105<br>Vacaville, California 95688 | 1      | JM        |
|         |                                                   |                                                            |        |           |
|         |                                                   |                                                            |        |           |
|         |                                                   |                                                            |        |           |
|         |                                                   |                                                            |        |           |

**KINGMCDONALD TRANSIT  
ASSOCIATES**  
3800 SANDSHELL DR. SUITE 175  
FORT WORTH, TX 76137

**MV TRANSIT**  
4620 WESTAMERICA DRIVE  
FAIRFIELD, CA 94534

**VEOLIA TRANSPORTATION, INC.**  
720 E. BUTTERFIELD RD SUITE 300  
LOMBAD, IL 60148

**FIRST TRANSIT, INC.**  
600 VINE STREET, SUITE 1400  
CINCINNATI, OH 45202

**MCDONALD TRANSIT**  
3800 SANSHELL DR., SUITE 175  
FORT WORTH, TX 76137

**VIOLIA TRANSPORTATION**  
463 COMMERCE PARK, SUITE 114  
MARIETTA, GA 30060

**PENINSULA TRANSPORTATION GROUP**  
ATTN: JOE DAVIS  
1850 SE 17<sup>TH</sup> STREET SUITE 200  
FORT LAUDERDALE, FL 33316

**MOBILITY TRANSPORTATION**  
1850 SE 17<sup>TH</sup> ST., SUITE 200  
FORT LAUDERDALE, FL 33315

**AMERICAN COACH LINES OF ATLANTA**  
ATTN: ERIC COX  
705 LIVELY AVENUE  
NORCROSS, GA 30071

**APPLEBUS CO.**  
230 MAIN STREET EAST  
CLEVELAND, MO 64734

**NATIONAL EXPRESS**  
2601 NAVISTAR DR.  
LISLE, IL 60532

**KEOLIS TRANSIT**  
3300 SW 11TH AVENUE  
FORT LAUDERDALE, FL 33315

**RATP DEV USA**  
3800 SANDSHELL DR., STE 180  
FORT WORTH, TX 76137

**MOBILITY TRANSIT SERVICE**  
ATTN: ROBERT HAGLER  
P. O. BOX 1477  
AUGUSTA, GA 30903

**MV TRANSPORTATION**  
479 MASON ST., SUITE 221  
VACAVILLE, CA 95688

**MV TRANSPORTATION, INC.**  
2711 N. HASKELL AVE., SUITE 1500,  
LB-2  
DALLAS, TX 75204

**KEOLIS TRANSIT AMERICAN**  
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BOSTON, MA 02210

**TRANSDEV NORTH AMERICA**  
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LOMBARD, IL 60148

**FIRST TRANSIT, INC.**  
ATTN: CURTISS STANCIL  
8101 HAMPTON MEADOWS LANE  
CHESTERFIELD, VA 23832

**MV TRANSIT**  
ATTN: GARY COLES  
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DALLAS, TX 75206

**Keolis North America**  
53 State Street, 11<sup>th</sup> floor  
Boston, MA 02109

**WeDriveU**  
121 Second Street Suite 300  
San Francisco, CA 94105

**RATP Dev USA**  
300 Throckmorton St, Ste 670  
Fort Worth, TX 76102

**OLIVER PAGE**  
TRANSIT DEPARTMENT

**SHARON DOTTERY**  
TRANSIT DEPARTMENT

**PHYLLIS JOHNSON**  
COMPLIANCE

RFP Item #25-125  
Transit Operations and Maintenance  
Services for Augusta, GA – Public Transit  
Department  
Due: Mon, June 2, 2024 @ 11:00 a.m.

RFP Item #25-125  
Transit Operations and Maintenance  
Services for Augusta, GA – Public Transit  
Department  
Mail: 4/17/2025

1 of 1

**Tywanna Scott**

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Thursday, April 17, 2025 2:55 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000118

Dear Tywanna Scott,  
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number: PE-72155-NONST-2025-000000118**  
**Event Title: 25-125 Transit Operation and Maintenance Services**  
**Event Type: Non-State Agency**

**Process Log**

2025/04/17 14:50:55 : Log starts for - 27063569 - EVENT\_RELEASE\_TO\_SUPL  
2025/04/17 14:50:59 : Email Process Log for the Event#: PE-72155-NONST-2025-000000118  
2025/04/17 14:50:59 : Email Batch# 2504170923  
2025/04/17 14:50:59 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
2025/04/17 14:54:24 : Bad Email not sent to ATTN: Trsargo Direct Procurement  
(trsargodirect@trsives.com) of Trsargo Direct  
2025/04/17 14:55:16 : Total No of Contacts found for sending Email: 624  
2025/04/17 14:55:16 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:  
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000118&sourceSystemType=gpr20>

04/17/2025 02:55:16 PM

**[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]**

Planholders

Add Supplier

Export To Excel

Supplier (16)

| Supplier  | Download Date |
|--------------------------------------------------------------------------------------------|---------------|
| Bus.com                                                                                    | 06/02/2025    |
| Coach USA Incorporated                                                                     | 04/23/2025    |
| ConstructConnect                                                                           | 04/23/2025    |
| Dodge Data                                                                                 | 04/17/2025    |
| Eastside Transportation LLC                                                                | 04/28/2025    |
| HB Software Solutions                                                                      | 05/21/2025    |
| MV transportation                                                                          | 04/25/2025    |
| Norman's Truck and Trailer Repair                                                          | 06/11/2025    |
| Onvia, Inc. - Content Department                                                           | 04/17/2025    |
| RATP Dev USA, Inc.                                                                         | 05/14/2025    |
| RHH Consulting and Inspections LLC                                                         | 04/30/2025    |
| Spare Labs                                                                                 | 06/04/2025    |
| Stertil-Koni Corporation                                                                   | 04/22/2025    |
| Transdev Services, Inc.                                                                    | 04/17/2025    |
| Vector Fleet                                                                               | 04/24/2025    |

12

Showing 1-15 of 16

Add Supplier

Supplier Details

|               |                  |
|---------------|------------------|
| Supplier Name | Bus.com          |
| Contact Name  | Karan Tamakuwala |

**Address** 610-4200 BLVD ST-LAURENT , Montreal, QC H2W2R2

**Email** bids@bus.com

**Phone Number** 855-428-7266

Item 3.

## Documents

| Filename    | Type                          | Action                                          |
|-------------|-------------------------------|-------------------------------------------------|
| 25-125_RFP  | Bid Document / Specifications | <a href="#">View</a><br><a href="#">History</a> |
| 25-125_APP1 | Attachment                    | <a href="#">View</a><br><a href="#">History</a> |
| 25-125_APP2 | Attachment                    | <a href="#">View</a><br><a href="#">History</a> |
| 25-125_ADD1 | Addendum                      | <a href="#">View</a><br><a href="#">History</a> |
| 25-125_ADD2 | Addendum                      | <a href="#">View</a><br><a href="#">History</a> |

## **FYI: Process Regarding Request for Proposals**

### **Sec. 1-10-51. Request for proposals.**

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

### **Sec. 1-10-52. Sealed proposals.**

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
  - (4) The quality of performance on previous contracts;
  - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
  - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
  - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
  - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
  - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
  - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



## Public Services

October 28, 2025

Item Name: Approval of the Public Transit Agency Safety Plan (PTASP) for Augusta Transit

**Department:** Augusta Transit

**Presenter:** Sharon Dottery, Director

**Caption:** Motion to approve the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).

**Background:** In July of 2018, the Federal Transit Administration (FTA) issued the Final Rule for Public Transportation Agency Safety Plans (PTASP) at 49 CFR Part 673 for the purpose of strengthening the safety of public transit systems. The Final Rule requires operators of transit systems that receive Section 5307 funding to develop and implement Public Transportation Agency Safety Plans based on the Safety Management System (SMS) approach, subject to future oversight from FTA.

In assigning responsibility for preparing the Safety Plans, FTA's Final Rule distinguishes between large and small transit systems. "Small Public Transportation Providers", or "small transit systems", are defined as recipients or sub-recipients of Section 5307 funds operating 100 or fewer vehicles in peak revenue service. The Rule requires that the State draft and certify a Public Transportation Agency Safety Plan on behalf of small transit system within the State, unless the transit system notifies the State that it will draft its own plan. In either case, FTA requires that the small transit system be responsible for implementing the Safety Plan.

**Analysis:**

**Financial Impact:**

**Alternatives:** Deny request.

**Recommendation:** Motion to approve the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).

**Funds are available in the following accounts:**

**REVIEWED AND** N/A  
**APPROVED BY:**

**AUGUSTA TRANSIT**

# **SAFETY PLAN**

**DECEMBER 2025**



## AUTHORIZATIONS

Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Act granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of transit bus systems throughout the United States. On July 19, 2018, the FTA promulgated its final rule 49 CFR Part 673 - Public Transportation Agency Safety Plan (PTASP), which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on Safety Management Systems (SMS) principles and methods.

Augusta Transit has established this Safety Plan as our agency's commitment to system safety and the principles of SMS. The objectives of our plan are to:

- Increase the safety of our transit system by proactively identifying, assessing, and controlling risks;
- Continually improve safety performance;
- Improve the commitment of transit leadership to safety; and
- Foster a culture of safety awareness and responsiveness.

Augusta Transit is committed to implementing a systematic and comprehensive safety program. Leadership will visibly demonstrate its commitment to safety by monitoring hazards, enforcing, and supporting safety programs, and promoting an open and transparent environment to discuss and address safety issues.

This Safety Plan was developed by the Georgia Department of Transportation (GDOT), and Augusta Transit has adopted it to comply with FTA Part 673 requirements. The Augusta-Richmond County Commission, the transit director, and chief safety officer (CSO) have reviewed and approved this Safety Plan and assure that its contents establish a comprehensive SMS framework and meet the requirements of Part 673.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Public Transportation Safety Plan (NPTSP), Augusta Transit has adopted this PTASP and the tenets of SMS, including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance, and Safety Promotion, per 49 USC 5329(d)(1)(A). While safety has always been a primary function at Augusta Transit, this document lays out a process over the next several years to fully implement an SMS that complies with the PTASP final rule, as amended.

Additionally, the FTA recently released a Notice of Proposed Rulemaking (NPRM) with proposed revisions to the NPTSP to address the new requirements in the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act to further advance transit safety. The revision supersedes the one which the FTA published in January 2017. It lays out a performance-based approach to reduce injuries and fatalities on transit systems under the FTA's safety jurisdiction.

Furthermore, in April 2024, the FTA made important updates to the PTASP regulations to improve safety management and performance monitoring for transit agencies. These updates stress the need for decisions based on data and proactive risk management. Key changes include using advanced safety performance metrics to provide a more complete view of safety by recording a wider range of incidents and near-misses. This helps agencies spot potential hazards earlier and take action to prevent them. Additionally, the FTA now requires more thorough training programs for transit staff, focusing on modern SMS practices and emergency preparedness to create a knowledgeable workforce focused on the culture of safety.

The updated PTASP regulation also adds stronger oversight and accountability measures for 5307 agencies. These agencies must now conduct regular safety audits and submit detailed reports on their safety performance and compliance with SMS as detailed in their PTASP plans. These reports should include specific plans for addressing any safety issues identified and providing a commitment to continuous improvement. The regulation also highlights the importance of management in promoting a safety-first culture and encouraging executives to be actively involved in safety planning and decision-making processes, thereby promoting safety communications in a top-down and bottom-up feedback.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Augusta Transit, all levels of management, administration, and operations are responsible for the safety of their customers and themselves. To improve public transportation safety to the highest practicable level in the state and comply with FTA requirements, the GDOT originally developed this PTASP in collaboration with Augusta Transit.

This PTASP will be distributed to all transit employees and will be reviewed and updated annually.

| Approved by                      | Date |
|----------------------------------|------|
| Sharon Dottery, Transit Director |      |
| Augusta Transit Safety Committee |      |

| Revision Record |             |          |               |             |
|-----------------|-------------|----------|---------------|-------------|
| Revision #      | Review Date | Reviewer | Revision Date | Approved By |
| 2               | 12/31/22    | GDOT     | 12/31/22      | GDOT        |
| 3               | 12/31/23    | GDOT     | 12/31/23      | GDOT        |
| 4               | 12/31/24    | GDOT     | 12/21/24      | GDOT        |
| 5               | 12/31/25    | GDOT     | 12/21/25      | GDOT        |

## TABLE OF CONTENTS

### DEFINITIONS

|                                                                            |                              |
|----------------------------------------------------------------------------|------------------------------|
| <b>Acronyms</b>                                                            | <b>iv</b>                    |
| <b>1 TRANSIT AGENCY INFORMATION</b>                                        | <b>1</b>                     |
| <b>2 SAFETY MANAGEMENT</b>                                                 | <b>3</b>                     |
| <b>2.1 Safety Management Policy - 673.23(a)</b>                            | <b>3</b>                     |
| <b>2.2 Employee Safety Reporting – 673.23(b)</b>                           | <b>4</b>                     |
| 2.2.1 Safety Management Policy Communication - 673.23(c)                   | 4                            |
| 2.2.2 Safety Responsibilities                                              | 5                            |
| 2.2.3 Safety Committee                                                     | 6                            |
| <b>2.3 Safety Committee of Augusta Transit</b>                             | <b>7</b>                     |
| 2.3.1 Name                                                                 | Error! Bookmark not defined. |
| 2.3.2 Membership                                                           | Error! Bookmark not defined. |
| 2.3.3 Voting Members                                                       | Error! Bookmark not defined. |
| 2.3.4 Purpose                                                              | Error! Bookmark not defined. |
| 2.3.5 Meetings                                                             | Error! Bookmark not defined. |
| 2.3.6 Voting process and tie break procedures                              | Error! Bookmark not defined. |
| <b>3 SAFETY RISK MANAGEMENT (673.25)</b>                                   | <b>11</b>                    |
| <b>3.1 Safety Risk Management Program</b>                                  | <b>11</b>                    |
| <b>3.2 Safety Risk Identification</b>                                      | <b>11</b>                    |
| <b>3.3 Safety Risk Assessment</b>                                          | <b>12</b>                    |
| <b>3.4 Safety Risk Resolution</b>                                          | <b>15</b>                    |
| <b>3.5 Safety Risk Tracking</b>                                            | <b>15</b>                    |
| <b>4 SAFETY ASSURANCE – 673.27 (A)</b>                                     | <b>16</b>                    |
| <b>4.1 Safety Performance Monitoring and Measuring – 673.27 (b)</b>        | <b>16</b>                    |
| <b>4.2 Monitoring Operations and Maintenance Compliance – 673.27(b)(2)</b> | <b>16</b>                    |
| <b>4.3 Safety Performance Measures and Targets – 673.11(a)(3)</b>          | <b>18</b>                    |
| <b>5 SAFETY PROMOTION</b>                                                  | <b>20</b>                    |
| <b>5.1 Safety Training</b>                                                 | <b>20</b>                    |
| <b>5.2 Safety Communication</b>                                            | <b>21</b>                    |
| <b>6 OPERATIONAL PERSPECTIVES</b>                                          | <b>23</b>                    |
| <b>6.1 Assaults On Transit Officers and Staff</b>                          | <b>23</b>                    |
| <b>6.2 De-escalation Training</b>                                          | <b>23</b>                    |
| <b>6.3 Assaults on Workers Plan</b>                                        | <b>23</b>                    |

|       |                                                                                                         |    |
|-------|---------------------------------------------------------------------------------------------------------|----|
| 6.4   | Response To Physical Assaults                                                                           | 24 |
| 6.5   | Continuous Review of Assaults                                                                           | 24 |
| 6.6   | Refusal to Work in Unsafe Conditions                                                                    | 24 |
| 6.7   | Fatigue Risk Management Plan                                                                            | 25 |
| 6.8   | Pedestrian Knockdowns                                                                                   | 26 |
| 6.9   | Infectious Diseases                                                                                     | 26 |
| 6.10  | Collection of and Access to Data                                                                        | 26 |
| 6.11  | Data Protection                                                                                         | 27 |
| 6.12  | Zero Emission Buses                                                                                     | 27 |
| 7     | ANNUAL UPDATE PROCESS                                                                                   | 29 |
|       | APPENDIX A: PUBLIC TRANSPORTATION AGENCY SAFETY PLAN RELATIONSHIP TO OTHER FEDERAL LAWS AND REGULATIONS | 30 |
|       | APPENDIX B: APPROVAL BY GOVERNING BODY                                                                  | 32 |
|       | APPENDIX C: GDOT PLAN CERTIFICATION                                                                     | 34 |
|       | APPENDIX D: AAP 002 REVENUE VEHICLE ACCIDENT INVESTIGATION ADMINISTRATIVE PROCEDURES                    | 36 |
| 1.0   | PURPOSE/SCOPE                                                                                           | 36 |
| 2.0   | REFERENCES                                                                                              | 37 |
| 3.0   | DEFINITIONS                                                                                             | 37 |
| 4.0   | GOALS/OBJECTIVES                                                                                        | 39 |
| 5.0   | TASKS                                                                                                   | 40 |
| 6.0   | ACCIDENT STATUS                                                                                         | 40 |
| 7.0   | PROCEDURES                                                                                              | 41 |
| 7.1.1 | 7.2.3 Collection of Information                                                                         | 45 |
| 7.1.2 | 7.3.1 Vehicle Isolation                                                                                 | 47 |
| 7.1.3 | 7.3.2 Accident Investigation Documents and Reviews                                                      | 48 |
| 7.1.4 | 8.0 REPORT RELEASE                                                                                      | 51 |
| 7.1.5 | 9.0 MEDIA RELATIONS                                                                                     | 51 |
| 7.1.6 | 10.0 RESPONSIBILITY                                                                                     | 51 |
| 7.1.7 | 11.0 Referenced Documents                                                                               | 51 |
| 8     | APPENDIX E: SAFETY COMMITTEE OF AUGUSTA TRANSIT (SCAT) CHARTER                                          |    |
|       | <b>ERROR! BOOKMARK NOT DEFINED.</b>                                                                     |    |

## TABLES

|                                              |    |
|----------------------------------------------|----|
| TABLE 1 – SAFETY RISK SEVERITY               | 13 |
| TABLE 2 – SAFETY RISK LIKELIHOOD             | 14 |
| TABLE 3 – SAFETY RISK INDEX                  | 14 |
| TABLE 4 – SAMPLE LOG                         | 15 |
| TABLE 5 – FY 2026 SAFETY PERFORMANCE TARGETS | 18 |
| TABLE 6 – ANNUAL REVIEW/UPDATE TIMELINE      | 29 |

## FIGURES

|                                                          |   |
|----------------------------------------------------------|---|
| <b>FIGURE 1</b> – AUGUSTA TRANSIT FIXED ROUTES AND STOPS | 2 |
| FIGURE 2 – AUGUSTA TRANSIT ORGANIZATIONAL CHART          | 7 |

## Definitions

**Accident:** An event that involves any of the following – loss of life; a report of a serious injury to a person; a collision of a public transit vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause.

**Accountable Executive:** A single, identifiable person who has ultimate responsibility for carrying out the PTASP of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 USC § 5329(d), and the agency's TAM Plan in accordance with 49 USC § 5326.

**Agency Leadership and Executive Management:** Those members of agency leadership or executive management (other than an accountable executive, CSO, or SMS executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

**Chief Safety Officer:** An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacities, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

**Event:** Any accident, incident, or occurrence.

**Fatality:** A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes; collision (including suicides), fire, hazardous material spill or exposure, Acts of God, system or personal security event (including suicides), and other safety events.

**Hazard:** Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

**Hazard Likelihood:** Probability of a hazard consequence to occur.

**Hazard Severity:** The effect/damaging result of a hazards consequence.

**Incident:** An event that involves any of the following – a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

**Investigation:** The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

**Injury:** Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event. Agencies must report each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

**Key staff:** A group of staff or committees to support the accountable executive, CSO, or SMS executive in developing, implementing, and operating the agency's SMS.

**Major Mechanical Failures:** Failures caused by vehicle malfunctions or subpar vehicle condition which require that the vehicle be pulled from service.

**National Public Transportation Safety Pla:** The plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 USC Chapter 53.

**Notice of Proposed Rulemaking:** A proposed new regulation or proposed changes to an existing regulation. A federal agency is only allowed to issue regulations if authorized to do so by Congress, so the NPRM also provides the statutory authority under which the agency is proposing the regulation. The NPRM also explains the background and history of the issue that generated the regulation and avenues for public participation.

**Occurrence:** An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

**Passenger:** A person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

**Preventative Maintenance:** Regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

**Public Transportation Agency Safety Plan:** The documented comprehensive agency safety plan for a transit agency that is required by 49 USC 5329 and this part.

**Performance Target:** A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

**Reportable:** An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle, excluding occupational safety events occurring in administrative buildings.

**Risk:** An assessed probability and severity calculation to classify the overall potential consequences of a hazard.

**Safety Assurance:** A list of defined safety performance indicators for each priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.

**Safety Committee:** A committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management.

**Safety Events:** Include but are not limited to slips, trips, falls, smoke, power failure, maintenance-related issues, or electric shock. To be reported as a major event, these events must **either** meet the fatality, evacuation, or property damage threshold **or** result in two or more injured persons. Other safety events that cause only one person to be immediately transported from the scene for medical attention, and that do not trigger any other reporting threshold, are reported on the Non-Major Monthly Summary Report form. The FTA includes other safety events that occur in a transit maintenance facility and meet a reporting threshold but continues to exclude occupational safety events occurring in administrative buildings.

**Safety Management Policy:** A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

**Safety Management System (SMS):** The formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

**Safety Management System Executive:** A CSO or an equivalent.

**Safety Objective:** A general goal or desired outcome related to safety.

**Safety Performance:** An organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

**Safety Performance Measure (SPM):** An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Safety Performance Monitoring:** Activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations through a combination of safety performance indicators and safety performance targets (SPTs).

**Safety Performance Target (SPT):** A performance target related to safety management activities.

**Safety Promotion:** A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

**Safety Risk:** The assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

**Safety Risk Assessment:** The formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

**Safety Risk Management:** A process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

**Safety Risk Mitigation:** The activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

**Safety Risk Probability:** The likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

**Safety Risk Severity:** The anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

**Serious Injury:** Any injury which:

- Requires hospitalization for more than 48 hours, commencing within 7 days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

**Small Public Transportation Provider:** A recipient or subrecipient of federal financial assistance under 49 USC 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

**State:** A State of the United States, the District of Columbia, the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

**State of Good Repair:** The condition in which a capital asset is able to operate at a full level of performance.

**State Safety Oversight Agency:** An agency established by a State that meets the requirements and performs the functions specified by 49 USC 5329(e) and the regulations set forth in 49 CFR Part 674.

**Transit Agency:** An operator of a public transportation system.

**Transit Asset Management Plan:** The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 USC 5326 and 49 CFR Part 625.

**Transit Worker:** Means any employee, contractor, or volunteer working on behalf of the transit agency.

**Vehicle Revenue Miles (VRM):** The miles that vehicles are scheduled to or actually travel while in revenue service. VRMs include layover/recovery time and exclude deadhead, operator training, vehicle maintenance testing, and school bus and charter services.

## Acronyms

|          |                                                       |
|----------|-------------------------------------------------------|
| ADA      | Americans with Disabilities Act                       |
| ARTS     | Augusta Regional Transportation Study                 |
| AP       | Administrative Procedure                              |
| BIL      | Bipartisan Infrastructure Law                         |
| CSO      | Chief Safety Officer                                  |
| FTA      | Federal Transit Administration                        |
| FY       | Fiscal Year                                           |
| GDOT     | Georgia Department of Transportation                  |
| KPI      | Key Performance Indicator                             |
| MAP-21   | Moving Ahead for Progress in the 21st Century         |
| NPRM     | Notice of Proposed Rulemaking                         |
| NPTSP    | National Public Transportation Safety Plan            |
| NTD      | National Transit Database                             |
| PTASP    | Public Transportation Agency Safety Plan              |
| RATP-Dev | Régie Autonome des Transports Parisiens-Développement |
| SCAT     | Safety Committee Augusta Transit                      |
| SMP      | Safety Management Policy                              |
| SMS      | Safety Management System                              |
| SPT      | Safety Performance Target                             |
| SRM      | Safety Risk Management                                |
| SSC      | Site Safety Council                                   |
| TAM      | Transit Asset Management                              |
| VRM      | Vehicle Revenue Miles                                 |

# 1 Transit Agency Information

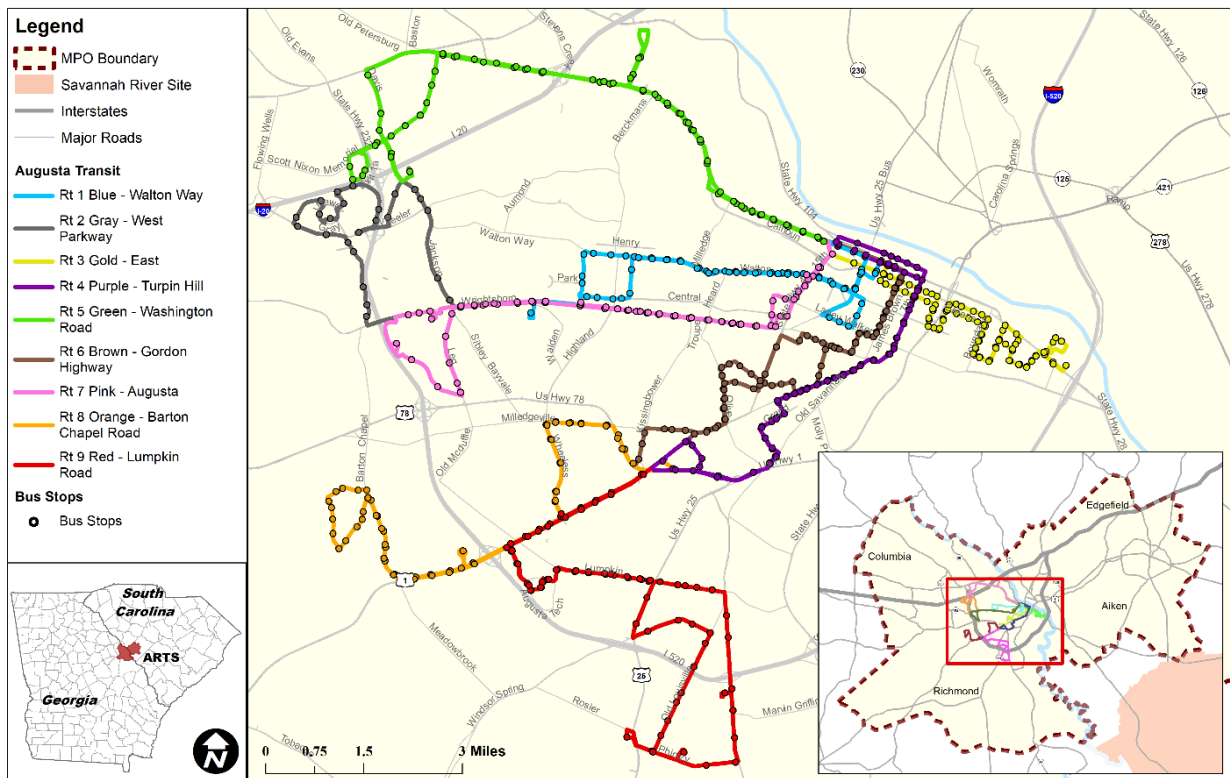
Augusta Transit is the public transportation provider in the consolidated Augusta-Richmond County area. Since 2011, Augusta Transit has contracted with a third-party operator, Régie Autonome des Transports Parisiens-Développement USA, Inc. (RATP-Dev), to provide bus service along nine routes as well as Americans with Disabilities Act (ADA)-compliant comparable paratransit and demand response transit to the rural areas of Richmond County (Richmond Transit). RATP-Dev also provides maintenance of the transit vehicles. A map of the fixed-route Augusta Transit system is provided in **Figure 1** on the following page.

|                                                                                                |                                                                       |                                                            |                           |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------|---------------------------|
| <b>Transit Agency Name</b>                                                                     | Augusta Transit                                                       |                                                            |                           |
| <b>Transit Agency Address</b>                                                                  | 2844 Regency Boulevard<br>Augusta, Georgia 30904                      |                                                            |                           |
| <b>Accountable Executive (Name and Title)</b>                                                  | Sharon Dottery, Transit Director                                      |                                                            |                           |
| <b>Chief Safety Officer (Name and Title)</b>                                                   | Kevin Smith, Safety and Training Manager                              |                                                            |                           |
| <b>Mode(s) of Service Provided</b> (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.) | Fixed-Route Bus, ADA Paratransit, Rural Demand Response               | <b>List All FTA Funding Types (e.g., 5307, 5310, 5311)</b> | Sections 5307, 5339, 5311 |
| <b>Vehicles Operated in Maximum Service, by Mode</b>                                           | Fixed-Route Bus: 21<br>ADA Paratransit: 9<br>Rural Demand Response: 6 |                                                            |                           |
| <b>Mode(s) of Service Contracted Out to Third Party Operators (TPOs)</b>                       | All                                                                   |                                                            |                           |
| <b>Name of Third Party Operator (if applicable) and contact person</b>                         | RATP-Dev USA, Inc.                                                    |                                                            |                           |
| <b>Does the agency provide transit services on behalf of another transit agency or entity?</b> | No                                                                    | <b>Description of Arrangement(s)</b>                       | N/A                       |
| <b>No. of Fixed Bus Routes:</b>                                                                | 9                                                                     |                                                            |                           |

|                                                        |                     |                                |
|--------------------------------------------------------|---------------------|--------------------------------|
| <b>Annual Vehicle Revenue Miles (VRM) (Yr 2024)</b>    | Fixed-Route Bus VRM | Demand Response/Paratansit VRM |
|                                                        | 558,678             | 124,271                        |
| <b>Annual Unlinked Passenger Trips (UPT) (Yr 2024)</b> | Fixed Route Bus UPT | Demand Response/Paratansit UPT |
|                                                        | 417,091             | 18,941                         |

**Figure 1**, shown below, maps Augusta Transit's nine bus routes and their stops.

**Figure 1 – Augusta Transit Fixed Routes and Stops**



## 2 Safety Management

### 2.1 Safety Management Policy - 673.23(a)

Augusta Transit, and our third-party operator (currently, RATP-Dev), strives to provide the safest and most secure experience for the riding public and our employees. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the transit director. Every employee must practice workplace safety; use equipment, tools, and materials properly; and be trained in the agency's work rules and procedures for his or her respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

Augusta Transit is committed to:

- Supporting an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as paid to other management systems of the organization;
- Integrating the management of safety as a primary responsibility of all managers and employees, including contractors;
- Defining for all staff, managers, and employees alike their accountability and responsibility for the delivery of the organization's safety performance and the overall implementation of our Safety Plan;
- Establishing and implementing a proactive safety program to manage risks to a level that is acceptable and consistent with safety performance;
- Ensuring protections for any employee who discloses a safety concern through the employee safety reporting program;
- Complying with, and wherever possible, exceeding the expectations of legislative and regulatory requirements and standards;
- Ensuring all staff are provided with adequate and appropriate safety-related information, personal protective equipment, and training; are competent in safety management matters; and are allocated only to tasks commensurate with their skills;
- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization, and all employees will receive appropriate information and SMS training;
- Verify the SMP is signed by the Transit Director (Accountable Executive) to convey that SMS is important to the highest level of the organization;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and SPTs;
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective;
- Verify externally supplied systems and services to support our operations are delivered to meet our safety performance standards; and
- Verify that the strategies and guidelines to address infectious disease planning and response are consistent with the Centers for Disease Control and Prevention, the Georgia Department of Public Health, and local health authorities in order to minimize exposure to infectious diseases in accordance with 49 USC Section 5329 (d)(1)(D).

This PTASP describes our safety efforts and programs, and through our thorough implementation of such efforts and programs we explicitly show our commitment to system safety based on SMS principles as per 49 CFR Part 673 and requirements dictated in 49 USC Section 5329.

## **2.2 Employee Safety Reporting – 673.23(b)**

Employees are required to embrace Augusta Transit's safety goals and objectives and are encouraged to report safety concerns, issues, or hazards. Executive management together with the contractor have established a safety reporting process for employees to voice their safety concerns without fear of retribution or blame. All frontline personnel will be responsible for utilizing this program as necessary. Our employees (including all third-party operator employees) have a duty to report any unsafe condition to their supervisor, manager, or the CSO. Unsafe conditions may include issues with policies, procedures, physical conditions, events, or information about an issue, among others.

All violations of agency safety rules or procedures (including regulatory requirements of the agency) may result in disciplinary action. No action will be taken against any employee who communicates a safety condition through our reporting program unless such disclosure indicates an illegal act, gross misconduct, or negligence or a deliberate or willful disregard of our rules, policies, and procedures. Once actions to remediate a safety violation have been determined, they shall be communicated throughout the organization and carried out.

Augusta Transit emphasizes that unsafe conditions should be timely identified, corrected, anticipated, and reconciled before serious accident, injury, or damage occurs. To verify that we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies.

### **2.2.1 Safety Management Policy Communication - 673.23(c)**

Augusta Transit staff (including all third-party operator employees) are informed of their responsibilities related to safety and the requirements of our Safety Plan during onboarding. Communicating the purpose and benefits of this Safety Plan and SMS principles among executive and senior management, supervisors, and frontline staff is the most important job of all our employees. All employees understand their respective safety roles and obligations to identify and assess safety risks in the workplace and agency operations. Fostering and reinforcing these obligations through regular agency-wide communications and programs are critical functions of senior management and the CSO. Methods of communicating our safety practices include:

- Mandated monthly safety meetings;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails and text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings;

- Safety campaigns; and
- Flyers posted throughout Augusta Transit properties;

### 2.2.2 Safety Responsibilities

The purpose of this Safety Plan is to maintain a formal safety program and establish a coordinated safety effort responsive to the needs of the operating, maintenance, and support departments. We emphasize the goal of all personnel and contractors to working toward minimizing the occurrence of customer and employee accidents and incidents by providing safe revenue service to our customers and a safe work environment for our employees.

The following personnel lead the organization in the implementation of our Safety Plan:

#### *Accountable Executive – Transit Director (Sharon Dottery, current incumbent)*

- Establishes and sets an organizational example for safety objectives and goals;
- Directs human resources;
- Manages agency finances;
- Oversees operations and maintenance programs;
- Promotes and communicates safety policy and programs;
- Participates in regular meetings with key staff to understand the status of safety programs and data; and
- Ultimately holds responsibility for all agency safety outcomes.

#### *CSO – Safety and Training Manager (Kevin Smith, current incumbent)*

- Manages and implements the Safety Plan throughout the agency;
- Chairs safety committee meetings with key departmental managers, including Operations and Maintenance;
- Participates in formal meetings with the FTA and GDOT safety regulatory program;
- Reports safety performance measures/targets to the Augusta Regional Transportation Study (ARTS);
- Develops and implements safety policies, procedures, and programs;
- Supervises and oversees work of assigned safety staff, conducts performance reviews with staff, and initiates appropriate actions related to such;
- Directs the SRM process and provides notification of reportable accidents, incidents, and hazardous conditions;
- Investigates employee and vehicle accidents/incidents and injuries and works to develop programs to reduce accidents and injuries;
- Conducts inspections and research safety codes, standards, and regulations;
- Compiles and analyzes health and safety statistics;
- Produces safety reports, records, documents, and manifests;
- Accesses and updates database safety-related files;
- Coordinates staff safety meetings and attends meetings, conferences, and group functions related to safety;
- Develops and conducts training sessions relating to safety issues;
- Identifies health and safety concerns and analyzes reports and information;

- Develops programs for accident/injury prevention and submits recommendations to reduce frequency of accidents;
- Develops departmental and organizational key performance indicators (KPIs); and
- Conducts risk identification, evaluation, control, funding, and administration.

In addition, SMS implementation is supported by other positions within Augusta Transit and its third-party operator, including:

- The Deputy Director;
- The operations manager;
- The special services manager;
- The maintenance manager; and
- The shop foreman.

These personnel have the following authorities, accountabilities, and responsibilities:

- Participate as members of the Safety Committee Augusta Transit (SCAT);
- Complete training on Safety Plan elements;
- Oversee and adhere to day-to-day operations of the Safety Plan in their departments;
- Modify policies in their departments consistent with implementation of the Safety Plan, as necessary; and
- Provide subject matter expertise to support implementation of the Safety Plan as requested by the transit director or the CSO, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.

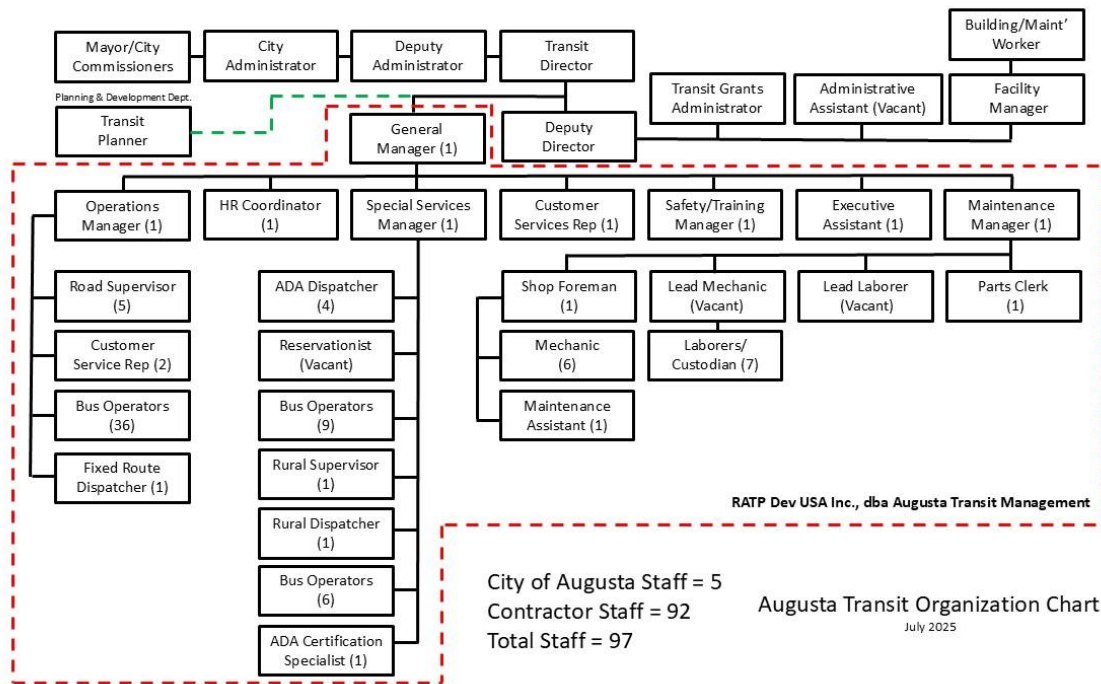
A chart outlining the organization responsible for implementing Augusta Transit's SMS is provided in **Figure 2**, depicting the structure of reporting between the public owner of the transit system (Augusta-Richmond County Government) and the third-party operator (currently RATP-Dev).

### 2.2.3 Safety Committee Standard Operating Procedures/Charter

The CSO will periodically convene meetings of SCAT to discuss safety program issues, safety data/performance indicators, and Safety and TAM Plans updates, among various other issues that pertain to overall agency safety matters. The safety committee is a group of executive and frontline staff that will at minimum include the transit director or nominated representative and key representatives from Operations and Maintenance, with a 50 percent split of frontline Augusta Transit staff, and will be chaired by the CSO. The objectives of regular meetings of the safety committee are to ensure that the transit director is well-versed in the implementation of the Safety Plan, KPIs, and other important data and that executive-level staff have a regular multidisciplinary forum to discuss pertinent safety issues and policy, including risk reduction activities.

In accordance with the BIL amendments to 49 USC Section 5329(d), Augusta Transit has established a safety committee, also known as SCAT, which consists of equal representation of both frontline staff and management representatives. The primary responsibility of the safety committee is to, at a minimum:

- Conduct annual review of the PTASP to recommend for approval by the County Commission;

**Figure 2 – Augusta Transit Organizational Chart**

- Identify and recommend risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment;
- Identify mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and,
- Identify safety deficiencies for purposes of continuous improvement.

See more information on RATP-Dev's Site Safety Council (SSC) meetings under Section 5.

## 2.3 Safety Committee of Augusta Transit

### 2.3.1 Name

Augusta Transit as a Department of the City of Augusta (COA) together with labor representation representing the front line employees created the Safety Committee of Augusta Transit (SCAT). The Safety Committee ("the Committee") is established as required by U.S. law (49 USC 5329, 49 CFR 673).

### 2.3.2 Membership

SCAT is composed of equal representation of frontline employees and management representatives. At no point may appointees from either Augusta Transit or appointed by a labor organization comprise more than 50% of SCAT membership.

SCAT shall be made up of six (6) voting members with a 50/50 balance between labor and management. The labor representative and Augusta Transit shall each appoint half of SCAT committee members.

SCAT shall coordinate meeting times and locations far enough in advance to allow all voting members attend and to adequately prepare for meeting deliberations.

SCAT shall also agree to an agenda prior to the start of each meeting; this agenda shall include topics to be discussed, as well as any proposals to be voted on during the meeting. This agenda shall be distributed to SCAT voting members in advance of the meeting.

Both the Labor representative and Augusta Transit shall retain the right to replace their appointees on the Committee at any time.

### 2.3.3 Voting Members

SCAT shall be made up of an equal number (frontline employees and management representatives) of voting members.

### 2.3.4 Quorum

A quorum shall be the minimum number of SCAT members required to be present for the body to conduct official business, vote and make valid decisions shall be a simple majority – with six (6) voting members the majority would be four (4) members.

### 2.3.5 Purpose

SCAT will facilitate a joint Labor-Management process to ensure and raise the level of safety in Augusta Transit's system.

SCAT serves as the basic forum to review safety issues and hazards, safety inspection reports, risk reduction activities, accident investigations, and corrective actions.

SCAT members work together in a cooperative effort to promote safety and security in the workplace and areas of operation such as transfer facilities, routes and bus stops.

SCAT members communicate safety concerns from their work areas and areas of operation to SCAT, and report back to management.

SCAT is empowered to look toward opportunities to reduce incidents or occurrences by looking for ways to improve the work environment and safety culture by acknowledging safe actions and work and other areas that contribute to safety in the workplace. It can achieve this by:

- Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through Augusta

Transit's safety risk assessment, including safety risk mitigations associated with any instance where a safety performance target was not achieved.

- Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended, including safety risk mitigations associated with any instance where the safety performance target was not achieved; and,
- Identifying safety deficiencies for purposes of continuous improvement, including any instance where annual safety performance targets were not met.

SCAT shall review, amend, and approve the Public Transportation Agency Safety Plan (PTASP) no less than annually prior to the PTASP being ratified by the Augusta, Georgia Commission.

SCAT shall set internal goals for the safety risk reduction program. SCAT shall review and analyze all Augusta Transit safety data to determine appropriate goals and make safety recommendations.

### 2.3.6 Meetings

SCAT will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. SCAT members are expected to attend each meeting.

SCAT may invite others to attend meetings and provide pertinent information, as necessary.

Meeting times and meeting locations shall be determined far enough in advance to allow SCAT members to attend and to adequately prepare for meeting deliberations.

SCAT shall take up and consider any other items as directed by SCAT members.

SCAT shall require a quorum before conducting any business. A quorum shall require at least three-quarters of the voting members of the Committee be present.

Records of meetings shall be maintained by Augusta Transit for no less than three (3) years and shall be made available to SCAT members upon request.

SCAT members shall have access to safety data collected by Augusta Transit and/or RATP-DEV. Augusta Transit shall prepare in-depth data reports for SCAT meetings upon request. Augusta Transit shall prepare and share summary data of safety and security incidents in advance of each SCAT meeting.

Both the Labor Representative and Augusta Transit shall have the opportunity to invite subject matter experts to speak on any topic covered during a Committee meeting.

### 2.3.7 Voting process and tie break procedures

Following discussion of any proposal included on the agenda. SCAT shall then consider amendments to the proposal. Following discussion and votes on any amendments, SCAT shall vote on the final proposal. Passage of a proposal or an amendment shall require a majority of all voting members in attendance.

## 3 Safety Risk Management (673.25)

### 3.1 Safety Risk Management Program

By adopting this PTASP, Augusta Transit is establishing the SRM process presented below for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the Augusta Transit SMS.

Augusta Transit promotes the proactive identification and evaluation of hazards before they escalate into accidents or incidents. This Safety Plan and its programs must be effective in identifying and minimizing hazards in the operational environment. All operations must be viewed from a systems perspective in that the safety-critical functions of one group may impact those of one or more others. This focus on system safety is meant to foster the understanding of the interdependence of actions on overall safety. As such, our hazard management program involves a multi-disciplinary review process that is ultimately managed by the safety committee, led by the CSO. There are three basic objectives:

- Hazard identification;
- Hazard assessment; and
- Hazard resolution.

### 3.2 Safety Risk Identification

Safety Risk identification and resolution is a core element of this Plan emphasizing timely correction, anticipation, and reconciliation of unsafe conditions before a serious accident, injury, or damage occurs. Our risk management program includes the following practices:

- FTA recommendations;
- Employee safety reporting;
- Driver, dispatcher, supervisory, and maintenance performance information;
- Rules compliance checks;
- ADA compliance reviews;
- Asset conditions assessments;
- Camera and event recorder reviews;
- Environmental information;
- Safety observations;
- Pre- and post-trip inspections;
- Vehicle, facility, and equipment inspections;
- Internal safety investigations;
- Fitness for duty checks;
- Accident reports as seen through the Accident Procedure;
- Compliance programs;
- Safety committee reviews; and
- Public feedback/complaints.

Augusta Transit emphasizes the timely identification, , anticipation, and correction of unsafe conditions before serious accident, injury, or damage occurs. To ensure we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies. All management, staff, contractors, and suppliers are required to implement high standards of safety and system assurance throughout the design, construction, testing, and operational phases of our projects. Hazards which cannot be eliminated with design mitigations, including the implementation of safety warning devices, are usually addressed by training and/or written procedures to prevent mishaps. Most hazards are identified in the field, reported, entered in reports, and addressed by the responsible departments through routine corrective measures that do not require special attention.

Safety risks can be identified through a host of sources ranging from daily experience (accidents, incidents, or safety concerns), gathered data, and information submitted by patrons, to detailed analyses and assessments of existing conditions, among others. Once hazard causes, consequences, and likelihood of occurrence have been assessed, priorities for resolution can be established. The risks associated with hazards are accepted, minimized, controlled, or identified for future remedy. However, safety efforts must continue to ensure that the implementation of hazard remedies do not create new safety concerns (e.g., Safety Rule Testing).

### 3.3 Safety Risk Assessment

Safety risk assessments shall include specific inputs, reviews, and comments from any department and personnel, as necessary. To categorize the severity of a hazard, the likely effects on passengers, employees, general public, and assets must be established. Hazard severity ratings are based on categories from Military Standard 882E (MILSTD-882E) and require system key agency stakeholders to make subjective determinations of the worst case that could be anticipated to result from design inadequacies, human error, component failure, or malfunction. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem, or component failure or malfunction. **Table 1** below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

As part of this process, infectious disease exposure control measures are incorporated into our Safety Risk Assessment to address the specific risks associated with potential infectious disease transmission in transit environments. The assessment will evaluate factors such as:

- Risk of Exposure: Identification of high-contact areas and activities where employees and passengers may face increased exposure to infectious diseases.
- Protective Measures: Availability and use of personal protective equipment (PPE) for staff and appropriate hygiene resources for passengers.
- Hygiene and Sanitization Protocols: Regular cleaning and sanitizing of high-contact surfaces, in accordance with public health guidelines, to reduce the risk of disease transmission.
- Training and Communication: Staff training on infectious disease prevention and ongoing communication of public health guidelines and agency policies.

To assess the severity of infectious disease hazards, we will analyze potential outcomes such as transmission rates, workforce health impacts, and operational disruptions. Each of these factors contributes to the overall severity and probability categorizations used to evaluate the risk level. This proactive approach helps identify, mitigate, and monitor infectious disease risks within our operations, ensuring compliance with best practices for health and safety. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap from resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem or component failure or malfunction. Table 1 below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

**Table 1 – Safety Risk Severity**

| <b>Characteristics</b>     |                                                            |                                                                                  |                                                         |                                                                                                         |
|----------------------------|------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Severity Level</b>      | <b>People</b>                                              | <b>Equipment/Services</b>                                                        | <b>Financial</b>                                        | <b>Reputational</b>                                                                                     |
| <b>Catastrophic<br/>1</b>  | Several deaths and/or numerous severe injuries (per event) | Total loss of equipment or system interruption, requiring months to repair       | Estimated loss in excess of \$5 million                 | Ongoing media coverage, irreparable reputational damage, government intervention (weeks to months)      |
| <b>Critical<br/>2</b>      | Low number of deaths and/or severe injuries (per event)    | Significant loss of equipment or system interruption requiring weeks to repair   | Estimated loss in the range of \$500,000 to \$5 million | Prolonged media campaign, serious reputational damage, sustained government involvement (days to weeks) |
| <b>Major<br/>3</b>         | Minor injury and possible serious injury (per event)       | Some loss of equipment or system interruption requiring 7 days or less to repair | Estimated loss in the range of \$50,000 to \$500,000    | Adverse media coverage, reputational damage, government involvement                                     |
| <b>Marginal<br/>4</b>      | Possible minor injury (per event)                          | Some loss of equipment, no system interruption, less than 24 hours to repair     | Estimated loss in the range of \$1000 to \$49,999       | Local media coverage and some reputational damage                                                       |
| <b>Insignificant<br/>5</b> | No injury                                                  | Minor damage to equipment, no system interruption, no immediate repair necessary | Estimated loss is likely less than \$1000               | No adverse media or reputational damage                                                                 |

The likelihood that a hazard will occur during the planned life expectancy of a system element, subsystem, component, or daily operational function can be described subjectively in potential occurrences per unit time, event, population, items, or activity. A qualitative hazard likelihood may be derived from research, analysis, and evaluation of historical safety data or a similar system. The CSO, departmental managers, or the safety committee can assign a probability rating to a particular event or a specific hazard. Supporting rationale for assigning a hazard likelihood is documented in hazard analysis reports, memos, or minutes from meetings. The assessment of the likelihood of hazard occurrence will consider specific system operations based on the current system configuration. Hazard frequency levels to be considered are shown in **Table 2**.

**Table 2 – Safety Risk Likelihood**

| Likelihood             | Specific Item                                                                                           | Fleet / Inventory                      | Frequency                                                     |
|------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------------------------|
| <b>A</b><br>Frequent   | Likely to occur frequently in the life of an item                                                       | Continuously experienced               | 26 or more events in a year                                   |
| <b>B</b><br>Probable   | Will occur often in the life of an item                                                                 | Will occur frequently in the system    | 13 to 25 events in a year                                     |
| <b>C</b><br>Occasional | Likely to occur sometime in the life of an item                                                         | Will occur several times               | 6 to 12 events in one year, or less than 24 events in 5 years |
| <b>D</b><br>Remote     | Unlikely but possible to occur in the life of an item                                                   | Unlikely, but can be expected to occur | 1 to 5 events in one year or less than 10 events in 10 years  |
| <b>E</b><br>Improbable | Unlikely to occur but possible                                                                          | Unlikely to occur, but possible        | 1 event in 25 years                                           |
| <b>F</b><br>Eliminated | Incapable of occurrence. This level is used when potential hazards are identified and later eliminated. |                                        |                                                               |

The Safety Risk Index (**Table 3**) combines hazard categories, severity, and probability to constitute a chart to assist in the evaluation of specific hazards and their associated levels of risk.

**Table 3 – Safety Risk Index**

| Hazard Categories      |                   |               |            |               |                    |
|------------------------|-------------------|---------------|------------|---------------|--------------------|
| Frequency              | 1<br>Catastrophic | 2<br>Critical | 3<br>Major | 4<br>Marginal | 5<br>Insignificant |
| <b>A</b><br>Frequent   | 1A                | 2A            | 3A         | 4A            | 5A                 |
| <b>B</b><br>Probable   | 1B                | 2B            | 3B         | 4B            | 5B                 |
| <b>C</b><br>Occasional | 1C                | 2C            | 3C         | 4C            | 5C                 |
| <b>D</b><br>Remote     | 1D                | 2D            | 3D         | 4D            | 5D                 |
| <b>E</b><br>Improbable | 1E                | 2E            | 3E         | 4E            | 5E                 |
| <b>F</b><br>Eliminated | 1F                | 2F            | 3F         | 4F            | 5F                 |

| Hazard Risk Index      | Risk Decision Criteria                        |
|------------------------|-----------------------------------------------|
| Unacceptable           | Hazard must be mitigated                      |
| Undesirable            | Requires acceptance from management           |
| Acceptable with Review | Hazard may be accepted with management review |
| Acceptable             | Risk level is acceptable                      |
| Eliminated             | No hazard remains                             |

### 3.4 Safety Risk Resolution

Once a risk has been evaluated, the agency will determine a course of action to address a given risk. As per the process above, a risk may be eliminated by eliminating the source of the hazard. For example, if a special service route has experienced incidents, such hazards will be eliminated when such special service is also eliminated. In other instances, for example, the CSO and safety committee may utilize accident/incident data over time to discuss the hazards of vehicle rear-endings and evaluate the type, severity, and probability of these accidents and mitigation measures to prevent these mishaps in the future. Such mitigations may include new standard operating procedures, policies, additional training requirements, public awareness campaigns, or even vehicle design changes.

This methodology may be applied for the analysis of risks of day-to-day operations as well as for preliminary hazard assessments when designing new system infrastructure. During the safety certification process to develop system expansions, identified hazards can be addressed by designing system elements for minimum risk and/or incorporating safety and warning devices.

### 3.5 Safety Risk Tracking

Some more complex safety risks may require the use of a tracking log, which may consist of the following information:

- Assigned hazard number;
- Date hazard identified;
- Hazard title;
- Hazard description;
- Sources from which a hazard was identified;
- The element of operation affected by the hazard;
- Initial hazard classification;
- Current hazard classification; and
- Corrective Action Plan.

The safety risk tracking log, when used, is updated regularly until the hazard has been closed out. All captured data is analyzed for the identification of developing trends to ensure future safety risks/hazards can be mitigated and/or eliminated. A sample log is presented below:

**Table 4 – Sample Log**

| Hazard ID | Hazard Type | Source | Identification Date | Description | Hazard Rating (Likelihood and Consequence) | Mitigation | Status of Feedback with Reporter (if applicable) | Updated Hazard Rating (after mitigation) |
|-----------|-------------|--------|---------------------|-------------|--------------------------------------------|------------|--------------------------------------------------|------------------------------------------|
|           |             |        |                     |             |                                            |            |                                                  |                                          |
|           |             |        |                     |             |                                            |            |                                                  |                                          |

## 4 Safety Assurance – 673.27 (a)

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under the SRM program. The transit director and CSO are responsible for monitoring and evaluating day-to-day operations to ensure that 1) emerging risks are identified, 2) Augusta Transit is in compliance with regulatory requirements applicable to the Safety Plan, and 3) that our safety programs are meeting our safety goals and objectives. Safety Assurance programs provide important feedback and data into the risk management process and vice versa to promote safer operations. Through our SRM and Safety Assurance activities, we will evaluate the adequacy of procedures, processes, personnel performance, our data collected, and compliance with procedures and programs. Augusta Transit safety data and incident records are maintained in an Excel spreadsheet, with original hard copies stored in the supervisor's office alongside any related work orders.

### 4.1 Safety Performance Monitoring and Measuring – 673.27 (b)

49 CFR Part 673.27 requires transit agencies to establish activities to:

- Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Conduct investigations of safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

### 4.2 Monitoring Operations and Maintenance Compliance – 673.27(b)(2)

The transit director has the ultimate responsibility of verifying safe and secure operations for the riding public and employees. Each employee is required to carry out specific system safety responsibilities in compliance with their job specifications, agency rules and regulations, and this Safety Plan. Each department generates its own performance data used for the detection of trends or problems in operations and maintenance prior to the development of a major safety concern. The various Safety Assurance activities overseen by the transit director and CSO include:

- Fleet operations;
- Road supervision;
- Fleet maintenance;
- Drug and Alcohol Program;
- TAM;
- Resource planning;
- Internal operations reviews;
- Accident/incident investigations and other means to determine causal factors;
- Contractor safety efforts;
- Data collection and analysis; and
- Security activities.
- Post-accident retraining

For maintenance activities, August Transit uses the RATP-Dev Maintenance Management Policy Manual, which includes preventive maintenance inspection forms for both motorbuses and paratransit vehicles. The results of these inspections are used in the Safety Assurance program to monitor and assess trends in maintenance needs.

It is the task of the CSO to monitor and measure the safety performance of operations through data provided from the various departments and periodically report to the transit director and safety committee. Using collected data and assessing trends, we develop minimum performance standards to meet agency safety targets and goals. From there, we may create KPIs that help us understand whether or not we are achieving our safety targets and goals. Selected data is accumulated and analyzed for ongoing trending and performance measurement, including fatalities, injuries to passengers and/or personnel, system reliability, and other safety-related events. This data comes from various sources, including but not limited to:

- Event reports;
- Observations of operations reports;
- Internal and external inspection, survey, and audit reports;
- Safety suggestions from employees and customers;
- Historical knowledge;
- Seasonal events and effects;
- Environmental considerations;
- New equipment or facility deployments;
- Fleet issues;
- Process reviews and audits;
- Training efforts; and
- Peer reviews.

For example, Augusta Transit conducts safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. Augusta Transit reports accidents in compliance with its Administrative Procedure (AP) "AP-002 Revenue vehicle Accident Investigation" (Appendix D). This AP lays out the responsibilities and duties that must be performed after an accident occurs by each job function. When an accident or an injury on a vehicle occurs, bus operators follow the Accident Procedures checklist. This form serves as the guide for operators who are involved in an accident and details how to properly handle and document the incident and properly communicate with passengers, law enforcement, supervisory staff, and management.

The Safety Department issues a comprehensive Final Incident Report generated by Safe Tracker (RATP-Dev proprietary software) to the RATP-Dev General Manager within 30 days of the accident, unless the investigation is continuing, in which case a status update report will be issued. This process allows Augusta Transit to track the findings and results of accident investigations to improve the agency's safety protocols within SMS by monitoring safety trends.

Monitoring and measurement of our Safety Assurance program establishes a baseline which we can use to compare criteria and conditions at other specific points in time. Once a baseline is established through monitoring and measurement, data can be used as criteria in evaluating operations to reduce risk and overall safety objective/goal achievement. Ongoing monitoring is built into our operations, performed continually, and responsive to change. Ongoing monitoring

includes regular management and supervisory activities, comparisons, reconciliations, and other routine actions.

### 4.3 Safety Performance Measures and Targets – 673.11(a)(3)

Among the various KPIs that we use are the five safety performance measures that are required by the NPTSP:

- Fatalities – Total number of reportable fatalities and rate per total VRM by mode;
- Injuries – Total number of reportable injuries and rate per total VRM by mode;
- Safety Events – Total number of reportable events and rate per total VRM by mode; and
- System Reliability – Mean distance between major mechanical failures by mode.
- Assaults on Transit Workers

These SPTs are based on data submitted to the NTD. The SPTs were identified based on a 3-year rolling average of data from 2022 to 2024. Our annual performance targets for these measures for Fiscal Year (FY) 2026 are as below in **Table 5**. Additionally, these SPTs are reviewed and assessed by the safety committee to ensure consistency with risk reduction programs. These SPTs will be shared with ARTS and GDOT to aid in the planning process. Augusta Transit will coordinate with GDOT and ARTS in the selection of state and regional performance targets as requested.

In accordance with 49 USC 5329(d)(1)(I)(i), these SPTs are set to work towards a reduction of vehicular and pedestrian accidents involving buses. In order to reduce such events, Augusta Transit will utilize the SRM process. Mitigations that may be taken to reduce events may include measures to reduce visibility impairments that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments for bus operators.

Additionally, per 49 USC 5329(d)(1)(I)(ii), Augusta Transit will also continue to take further measures to mitigate assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, such as barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators. For this review, SCAT will conduct risk analyses to determine if such physical mitigations are necessary to reduce assaults and injuries to transit workers.

**Table 5 – FY 2026 Safety Performance Targets**

| MB/DO (per 100,000 VRM) |            |                    |          |                  |                             |                  |               |                       |                    |
|-------------------------|------------|--------------------|----------|------------------|-----------------------------|------------------|---------------|-----------------------|--------------------|
| Mode - MB               | Fatalities | Rate of Fatalities | Injuries | Rate of Injuries | Assaults on Transit Workers | Rate of Assaults | Safety Events | Rate of Safety Events | System Reliability |
| 2022 Actual             | 0          | 0.00               | 1        | 0.23             |                             |                  | 1             | 0.23                  | 1,482              |
| 2023 Actual             | 0          | 0.00               | 0        | 0.00             | 0.00                        | 0.00             | 0             | 0.00                  | 1,546              |
| 2024 Actual             | 0          | 0.00               |          |                  |                             |                  |               |                       |                    |

|                       |      |      |      |      |      |      |      |      |       |
|-----------------------|------|------|------|------|------|------|------|------|-------|
| <b>3-Year Average</b> | 0.00 | 0.00 | 0    | 0.08 | 0.00 | 0.00 | 0    | 0.08 | 1,621 |
| <b>2026 SPT (MB)</b>  | 0.00 | 0.00 | 1.00 | 0.08 | 0.00 | 0.00 | 1.00 | 0.08 | 1,621 |

| <b>DR/DO (per 100,000 VRM)</b> |                   |                           |                 |                         |                                    |                         |                      |                              |                           |
|--------------------------------|-------------------|---------------------------|-----------------|-------------------------|------------------------------------|-------------------------|----------------------|------------------------------|---------------------------|
| <b>Mode - DR</b>               | <b>Fatalities</b> | <b>Rate of Fatalities</b> | <b>Injuries</b> | <b>Rate of Injuries</b> | <b>Assaults on Transit Workers</b> | <b>Rate of Assaults</b> | <b>Safety Events</b> | <b>Rate of Safety Events</b> | <b>System Reliability</b> |
| <b>2022 Actual</b>             | 0                 | 0.00                      | 0               | 0.00                    |                                    |                         | 2                    | 1.43                         | 5,369                     |
| <b>2023 Actual</b>             | 0                 | 0.00                      | 0               | 0.00                    | 0.00                               | 0.00                    | 0                    | 0.00                         | 5,094                     |
| <b>2024 Actual</b>             | 0                 | 0                         |                 |                         |                                    |                         |                      |                              |                           |
| <b>Average</b>                 | 0.00              | 0.00                      | 0               | 0.00                    | 0.00                               | 0.00                    | 0.67                 | 0.48                         | 6,416                     |
| <b>2026 SPT (DR)</b>           | 0.00              | 0.00                      | 0.00            | 0.00                    | 0.00                               | 0.00                    | 1.00                 | 0.48                         | 6,416                     |

\*Rate = Events per 100,000 VRM

\*\*System Reliability = Miles between major mechanical failures

## 5 Safety Promotion

Safety promotion fosters a positive safety culture and improves safety performance by increasing safety awareness through training and communication. Appropriate training for all employees regardless of their position within the agency provides knowledge for a successful safety program. Through communication of lessons learned and safety performance data, employees are made aware of safety priorities and concerns as they relate to their individual job tasks and the entire organization.

### 5.1 Safety Training

In accordance with 49 USC Section 5329 (d)(H)(i)(II) Augusta Transit will ensure all operations and maintenance personnel receive the necessary safety training, including refresher and de-escalation training. However, for contractor employees, the responsibility for providing safety training lies solely with the contractor. Moreover, August Transit maintains a comprehensive training program with elements directly identified regarding safety. All new and existing employees, whether in-house or under contract, undergo Safety Plan familiarization training. Employees at all levels of the agency need to understand 1) what the Safety Plan is, 2) how it supports the agency's mission, and 3) what their specific individual Safety Plan responsibilities are. Augusta Transit (including RATP-Dev) has developed job specifications for all job classifications which require certain skills training for personnel to perform job functions safely. For certain positions this will include initial as well as refresher training. Augusta Transit maintains records of all employees upon hire and manages their progress through training, annual recertification, and retraining, if required.

Our safety training programs include, but are not limited to, the following:

- De-escalation training;
- RATP-Dev New Employee Handbook;
- RATP-Dev Operator Training Program (developed by Traffic and Parking Control Co., Inc. (TAPCO);
- RATP-Dev Presentation: The ABC's of RATP Dev USA Safety Training;
- RATP-Dev Maintenance Employee Training Program;
- Defensive Driving Certification Program;
- Monthly operations division safety meetings; and
- Monthly maintenance division safety meetings.

Initial safety training conducted by RATP-Dev includes detailed information on Occupational Safety and Health Administration requirements, internal business safety requirements, and FTA safety regulations.

The RATP-Dev New Employee Handbook is distributed to all new employees at Augusta Transit as a supplement to classroom training. It outlines and details the following policies, documents, and procedures:

- Employee Memos (Safety & Training)
- Safety Violations Policy
- Substance Abuse Policy
- Bloodborne Pathogens Policy

- Electronic Communications Device Policy
- Accident Procedures
- Radio 10-codes
- Headlight Memo
- Parking Lot Memo
- Lot Speed Memo
- Emergency Brake Memo
- Tips for Alighting Passengers That Appear Under the Influence or are slow to move
- Railroad Crossings Memo
- Workplace Safety Rules
- General Safety Rules

## 5.2 Safety Communication

All employees, from the transit director and the RATP-Dev general manager to frontline personnel, shall communicate the virtues and requirements of this Safety Plan and program elements. Safety communication activities ensure that all employees and contractors are aware of the following goals and responsibilities:

- The observance of all agency standard operating procedures, policies, and plans;
- The need to systematically identify safety hazards, mitigate risk, and reduce fatalities and injuries resulting from transit operations;
- The need to reduce the injury incidence rate by minimizing exposure to unsafe conditions and reducing hazardous employee behavior;
- Providing safe and efficient transit services by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed; and
- Achieving 100 percent of scheduled routine inspections, preventative and regular maintenance work is completed on time, and essential repairs addressed in a designated time.

Further, Augusta Transit encourages employees and contractors to be mindful of their safety responsibilities, and we review various safety issues, recommendations, policies, etc. by various means which include but are not limited to:

- Employee Safety Reporting Program;
- Safety meetings;
- Bus operator meetings with supervisors and managers;
- Safety updates posted to bulletin boards checked daily by operators;
- Newsletters;
- City of Augusta safety bulletins;
- RATP-Dev safety bulletins;
- Monthly Safety Tip emails from the City Office of Risk Management;
- City of Augusta Annual Safety Training;
- City of Augusta Safety Recognition program;
- Monthly facility safety inspections;
- Text message alerts;

- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- SCAT meetings;
- Safety announcements regularly disseminated to operators;
- Public address system safety reminders regularly broadcast at the Broad Street Transfer Facility; and
- Safety campaigns.

One of the key activities to maintain a positive and open safety communication loop is to hold the SCAT meeting. These meetings are an opportunity to discuss new and open safety issues, service system failures, workplace safety statistics, training, trespassing, and SPTs. These meetings also ensure that frontline staff can see a positive feedback loop of reported safety risks.

In addition to SCAT, RATP-Dev properties also convene monthly SSC meetings. The purpose of these meetings is to promote safety and safety culture, review safety data, discuss safety campaigns, and review outstanding hazards. See AP-001 – SSC Requirements (Appendix E) for further details on the meetings.

A positive safety culture focuses on finding and correcting systemic issues rather than finding someone or something to blame. A positive safety culture flourishes in an environment of trust, encouraging error-reporting and discouraging covering up mistakes. The need to address behavior that is malicious or recklessly negligent must be balanced with the need for a just culture that is not excessively punitive. A positive safety culture goes beyond simply adhering to procedures. It is demonstrated when employees carry out their duties correctly, with alertness, full knowledge, sound judgment, and a sense of accountability.

## 6 Operational Perspectives

### 6.1 Assaults On Transit Officers and Staff

Assaults on Augusta Transit officers and/or its Contractor's bus operators and other contract workers both on-board and in and around transit facilities must be reduced through the adoption of an Assault on Workers Plan. As a risk reduction measure, Augusta Transit to the extent allowed by law in partnership with its Contractor commits to reduce assaults on officers and workers in the transit system. Augusta Transit to the extent allowed by law in partnership with its Contractor will advance specific measures below to achieve this goal.

Throughout this plan "assault on a transit worker" is defined in 49 USC 5302 including the following: 'A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.'

### 6.2 De-escalation Training

Augusta Transit to the extent allowed by law in partnership with its Contractor will facilitate the expansion and improvement of de-escalation training for all transit officers and contract workers; this training shall be recurrent - happening at least once every twelve months - during working or operational hours - and shall allow transit officers and contract workers the opportunity to practice these skills with trained experts.

### 6.3 Assaults on Workers Plan

Augusta Transit and its Contractor and a labor representative of the Contractor (as a standing member of the Safety Committee) will establish an Assaults on Workers Plan during calendar year 2026 that address and/or facilitate the implementation of the following. Augusta Transit to the extent allowed by law in partnership with its Contractor shall implement the following measures and strategies to protect Augusta Transit officers and/or its Contractor's bus operators and other contract workers from assault.

- Installation of barriers or bus shields between bus operators and riders. Barriers or bus shields shall be tall enough to completely cover the operator when closed and extend across the entire workstation without obscuring views of driver mirrors; shall be strong enough to withstand the force of a human body ramming against it; shall be easily installed, maintained, and repaired by the Contractor's maintenance workforce; and shall be required for all buses entering service after 12/31/2024 thru 6/30/2026.
- Augusta Transit's Contractor will train its dispatchers and staff on the proper response to reports of assault across the transit system. This training shall include reinforcing the urgency of responding timeously and appropriately to reported assaults, proper protocols for connecting with law enforcement, and crisis management by 9/30/2026.
- Augusta Transit to the extent allowed by law in partnership with its Contractor continue to upgrade and maintain common areas used by Augusta Transit officers and Contractor staff, including parking lots. In addition, Augusta Transit to the extent allowed by law in

partnership with its Contractor will ensure adequate lighting, safe and secure areas where people congregate; full coverage of common areas by security cameras, and the implementation of other infrastructure and design elements that enhance safety and security for all users of Augusta Transit's facilities and vehicles by 9/30/2026.

- Augusta Transit to the extent allowed by law in partnership with its Contractor continue to engage in ongoing public information initiatives through posters, flyers and social media posts that target passengers and deter acts of violence through effectively communicating the legal and personal consequences of antisocial behavior.

## 6.4 Response To Physical Assaults

The Contractor in consultation with Augusta Transit shall adopt the following assault response protocols:

- Immediately contact law enforcement and request police presence at the site of the assault.
- Ensure the victim of the assault receives immediate medical and other necessary care and support if requested or incapacitated.
- Where feasible and within the Contractor's contractual responsibilities support and defend the victim of the assault throughout the response, the investigation and the treatment and recovery phases, if requested or incapacitated.
- Provide law enforcement with data and materials necessary to pursue assailants, including video surveillance if the victim so requests pursuing the offender in the courts. The union shall receive data electronically at the permission of the victim. Any data shared will not contain any information that may personally identify the victim.
- Provide the victim if a contract worker, with the resources necessary to fully recover and return to work, including leave, as necessary, for mental and physical recovery, work with law enforcement to convict their assailant (if requested by the victim), and other time off related to recovering from the assault.
- Implement a clear policy that bars anyone who assaults an Augusta Transit officer or Contractor staff from riding the system for a period of one year on a first offence depending on the severity or type of assault by 9/30/2026.

## 6.5 Continuous Review of Assaults

The process of reducing worker assaults must be a dynamic one. The Safety Committee shall review measures and strategies adopted on an ongoing basis, but at least quarterly, to assess effectiveness, review data collected, incorporate best practices from government regulators, other transit systems and law enforcement authorities, and develop and implement new strategies that are proven to work in assault reduction.

## 6.6 Refusal to Work in Unsafe Conditions

The Contractor will take reasonable measures in order to prevent and eliminate any present or potential job hazards that its employees may encounter at their places of work. The Contractor will work with the labor representatives representing Contractor's staff on all safety issues.

All Contractor staff shall have the opportunity to refuse to work in unsafe conditions whether perceived or real without penalty or retribution. Details of such an arrangement will be between the Contractor's staff and the labor representatives of the Contractor's staff if so represented.

Unsafe work includes tasks and/or projects that would be performed without proper safety preparations; tasks and projects without proper safety equipment; tasks which cannot be completed in their entirety under given time constraints; fatigued work; and tasks which would conflict with the directives and protections contained in this Safety Plan.

The Contractor's employee will notify the Contractor verbally and/or in writing of any such job hazard as soon as the employee becomes aware of such unsafe areas, conditions or equipment. The Contractor, upon notification of any alleged unsafe condition, shall investigate such condition, and shall make adjustments in such condition, or alternatively, recommend to the party responsible for the premises that it make such adjustments, if, in the Contractor's investigation, the alleged unsafe condition is found to be a hazard to its employee. The Contractor will report back to its employee the adjustment or action to be taken to eliminate the verified hazard to its employee.

Contractor's employees shall immediately, or at the end of their shift, report all defects of equipment on a suitable form furnished by the Contractor. The Contractor shall not require any of its employees to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe. The final determination as to whether the equipment is in safe operating condition will be made by the Contractor's Maintenance Manager or their designee.

Disputes over whether work is unsafe shall be addressed by a joint labor-management resolution process. Furthermore, such a process will not involve Augusta Transit as Contractor staff are not Augusta, Georgia employees.

## **6.7 Fatigue Risk Management Plan**

Augusta Transit to the extent allowed by law in partnership with its Contractor and a frontline Safety Committee member as a representative of a labor organization representing Contractor staff will establish a Fatigue Risk Management Plan (FRMP) during calendar year 2026 that will address and/or facilitate the implementation of the following.

- The Safety Committee recognizes that staffing decisions can elevate safety risks and shall work with the Contractor to review current policies and procedures on hours worked, scheduling, and time off between shifts.
- The Contractor shall ensure that bus operators, mechanics and other contract staff receive time off between shifts where necessary and to return to work properly rested and ready to begin the next shift safely.
- Operators, mechanics, and other contract staff have schedules that include time for meals and allow bathroom breaks by 6/30/2026.
- The Contractor shall institute new procedures that mitigate fatigue and health risks associated with hours worked, scheduling, and time off between shifts. This may mean a reduction in paid hours due to the maximum hours that can be worked each day. However current regular working hours will not be reduced by the results of an established Fatigue Risk Management Plan.

- On a quarterly basis, the Safety Committee shall meet to assess the effectiveness of any new measures adopted.

## 6.8 Pedestrian Knockdowns

Augusta Transit to the extent allowed by law in partnership with its Contractor and a labor organization representative as member of the Safety Committee will establish a Pedestrian Knockdowns plan during calendar year 2026 that will address and/or facilitate the implementation of the following interventions.

- The Contractor commits to reduce pedestrian knockdowns as a risk reduction measure. The Safety Committee shall review as necessary, but not less than quarterly, data from pedestrian knockdowns in the system including the location, time, and circumstances for each incident.
- The Safety Committee will review the trends and specifics of these knockdowns and recommend actions to prevent these accidents. These recommendations may include:
  - Adjusting schedules on identified problem routes to allow for longer wait times at busy crosswalks.
  - Utilizing technology such as GPS, collision avoidance, electronic mirrors, and sensors, to assist operators in recognizing and avoiding pedestrians.
  - Maintain transit equipment and work with the Augusta, Georgia Departments to keep streetlights, signs, and other infrastructure in good repair to make sure drivers and pedestrians can see, hear, and respond to each other.

## 6.9 Infectious Diseases

Augusta Transit is committed to mitigating the spread of and exposure to infectious diseases. Federal Transit Administration guidance declares that under the Infrastructure Investment and Jobs Act (IIJA), transit agencies must comply with either Centers for Disease Control or State Department of Health guidelines and best practices regarding infectious diseases. Augusta Transit shall consider and implement these guidelines and best practices in the public transportation system as soon as practical after they are issued or amended.

The Contractor shall implement transit-specific best practices including the highest rated Personal Protective Equipment (PPE) and products for vehicle and facility sanitation and cleaning.

Augusta Transit management representatives responsible for infectious disease mitigation shall submit progress reports, with data, twice a year to the Safety Committee.

## 6.10 Collection of and Access to Data

Augusta Transit is responsible for collecting and reporting required safety data to the Federal Transit Administration (FTA), Georgia Department of Transportation (GDOT) and law enforcement (Richmond County Sheriff). In order to perform its functions, the Safety Committee may have access to all safety data subject to the Georgia Open Records Request Act, O.C.G.A. § 50-18-70 et seq. Safety Committee members may submit requests for and receive specific types of data for review by the Safety Committee.

Augusta Transit will provide where possible, data upon request and in a timely manner to the Safety Committee. Collectively Safety Committee members may request data prior to beginning the annual process of reviewing and renewing the Public Transportation Agency Safety Plan (PTASP). Augusta Transit may prepare summaries of data in aggregate and provide this information to the Safety Committee.

Furthermore, in order to ensure the Safety Committee collectively has access to comprehensive safety data that considers frontline employee concerns, the processes for frontline workers to report safety concerns shall be easy to understand, quick to complete, and facilitated by Contractor staff.

## **6.11 Data Protection**

The data disseminated during Safety Committee meetings may be sensitive, confidential and/or proprietary. Under no circumstances will any Safety Committee member be allowed to share this data with non-Safety Committee members. If necessary to comply with Federal, state, or local law, Augusta Transit or its Contractor will require Safety Committee members to sign non-disclosure or other agreements developed and/or approved by the Safety Committee to protect the sensitive, confidential and private information from public disclosure. Additionally, the unauthorized dissemination of any information shared, reviewed or presented to Safety Committee members in pursuance of their duties represents a violation of this restriction and may result in the suspension of the offending member/s from the Safety Committee.

## **6.12 Zero Emission Buses**

As Augusta Transit meets its Climate Action Plan goals and moves towards a zero-emission fleet as envisioned in 49 USC 5339(c)(3)(D), the Safety Committee shall be informed on updates to the Climate Action Plan and Transition Plan periodically.

Members of the Safety Committee shall be given an opportunity to provide input and make recommendations to complement anticipated safety measures adopted in the procurement of zero-emission vehicles.

The Safety Committee shall meet as needed to ensure the safe integration of zero-emission vehicles into Augusta Transit revenue fleet. Augusta Transit to the extent allowed by law in partnership with its Contractor shall utilize and consider safety best practices as identified by the FTA, GDOT and Transit Workforce Center (TWC).

The Contractor will ensure that mechanics, technicians and other Contractor staff as needed working on electric engines and batteries and bus operators shall receive quality training and have access to high quality Personal Protective Equipment (PPE) specifically designed to ensure the safety of all and any workers in a high voltage work environment, whether they are inside a repair shop, operating a bus or responding to a bus breakdown.

A Safety Committee member represented by a labor organization shall have an officially designated position on the team responsible for developing and implementing training and safety protocols for workers in the transition to zero-emission vehicles by 06/30/2026 or when discussions regarding training begin whichever comes first. If there is a requirement of Safety

Committee members for offsite visits to identify safety best practices the cost of such visit will be borne by the representative organization of the Safety Committee member.

PPE shall meet the requirements outlined in National Fire Protection Association (NFPA) 70E, as well as the best practices listed in the manufacturer's maintenance/repair manuals. The Contractor shall allocate sufficient resources in its budget for this PPE and all necessary training to ensure a safe work environment.

## 7 Annual Update Process

The CSO will review and update this Safety Plan annually. The updated version will be preliminarily approved by the safety committee to be signed by the transit director and approved by the Augusta-Richmond County Commission. The newly authorized version will be reissued to all transit personnel for their perusal and comprehension. Augusta Transit will maintain all documents that are related to the implementation of this Safety Plan and results from SMS processes and activities. These documents will be made available upon request by the FTA or other related entities.

All such documents will be maintained for a minimum of 3 years after they are created. Per 49 USC 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Augusta Transit's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Augusta Transit will review the PTASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that this PTASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through Augusta Transit's annual Certifications and Assurances reporting to FTA.

The annual PTASP review will follow the update activities and schedule provided in **Table 6**.

**Table 6 – Annual Review/Update Timeline**

| Task                                                                                                                                                                                                 | Feb                                                                                 | Mar | Apr | May                                                                                  | Jun                                                                                 | Jul | Aug | Sept | Oct                                                                                   | Nov | Dec                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----|-----|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----|-----|------|---------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------|
| Review Agency Operations                                                                                                                                                                             |  |     |     |                                                                                      |                                                                                     |     |     |      |                                                                                       |     |                                                                                       |
| Review SMS Documentation <ul style="list-style-type: none"><li>• <i>Safety Policy</i></li><li>• <i>Risk Management</i></li><li>• <i>Safety Assurance</i></li><li>• <i>Safety Promotion</i></li></ul> |                                                                                     |     |     |  |                                                                                     |     |     |      |                                                                                       |     |                                                                                       |
| Review Previous Targets and Set or Continue Targets                                                                                                                                                  |                                                                                     |     |     |   |                                                                                     |     |     |      |                                                                                       |     |                                                                                       |
| Report Targets to NTD, Metropolitan Planning Organization                                                                                                                                            |                                                                                     |     |     |                                                                                      |  |     |     |      |                                                                                       |     |                                                                                       |
| Make Any Necessary Adjustments to PTASP                                                                                                                                                              |                                                                                     |     |     |                                                                                      |                                                                                     |     |     |      |  |     |                                                                                       |
| Update Version No., Adopt & Certify Plan Compliance                                                                                                                                                  |                                                                                     |     |     |                                                                                      |                                                                                     |     |     |      |                                                                                       |     |  |

## **Appendix A: Public Transportation Agency Safety Plan Relationship to Other Federal Laws and Regulations**

### **1. Public Transportation Safety Program Rule - 49 USC § 5329**

The Public Transportation Safety Program Rule establishes substantive and procedural rules for the FTA's administration of the Public Transportation Safety Program authorized by 49 USC § 5329. The rule establishes the FTA's SMS approach to the development and implementation of the Safety Program. Further, it sets rules of practice for the FTA's enforcement authority and describes the contents of a NPTSP.

#### *National Public Transportation Safety Plan – Section 5329(b)*

Through the NPTSP, the FTA has adopted the principles and methods of SMS as the basis for enhancing the safety of public transportation in the United States. NPTSP is a policy document, communications tool, and a repository of standards, guidance, best practices, tolls, technical assistance, and other resources.

This Safety Plan was written in accordance with the Public Transportation Safety Program Rule and the NPTSP.

### **2. Public Transportation Agency Safety Plan Rule – 49 CFR Part 673**

The FTA published a final rule for PTASP as authorized by MAP-21. This final rule requires States and certain operators of public transportation systems that receive federal financial assistance under Urbanized Area Formula Program (49 USC § 5307) to develop safety plans that include the processes and procedures to implement SMSs. Transit operators must certify they have a safety plan, meeting the requirements of the rule, in place by July 20, 2020.

### **3. Transit Asset Management Rule – 49 CFR Part 625**

The PTASP final rule applies to only Section 5307 recipients and sub-recipients, and the TAM rule applies to all operators of public transit. However, the two plans can support one another by providing useful data for agency use and NTD reporting. Pursuant to 49 CFR Part 625, condition assessments were performed as part of SRM and Safety Assurance activities. The results of TAM condition assessments and subsequent SMS analysis can help prioritize a transit agency's TAM Plan elements. Condition assessments help identify potential safety issues, which could undergo a safety risk assessment as part of SRM. Further, TAM data and analysis can also be used for performance monitoring and measurement as part of Safety Assurance. Results of safety risk assessments and safety performance monitoring and measurement can guide the prioritization of an asset for repair or replacement.

### **4. National Transit Database Rule 49 USC 5335(a)**

Transit agency's receiving funding from the Urbanized Area Formula Program (5307) or Rural Formula Program (5311) are required to submit data to the NTD in uniform categories. Agencies submit reports to NTD each fiscal year. The PTASP rule and NTD reporting rule are related, as both rules require agencies to track data based on the same data points; fatalities, injuries, and

safety events per total revenue vehicle mile by mode, with the additional requirement of mean distance between major mechanical failures.

**Appendix B: Approval by Governing Body**

I hereby certify on behalf of Augusta Transit, that on \_\_\_\_\_, 2025,  
the Augusta-Richmond County Commission approved the enclosed Agency Safety Plan  
in accordance with 49 CFR 673.11(a)(1).

Signature of Authorized Official: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix C: GDOT Plan Certification

[ATTACH CERTIFICATION LETTER]



## Appendix D: AAP 002 Revenue Vehicle Accident Investigation

RATP Dev USA Corporate Safety

### ADMINISTRATIVE PROCEDURES

|                                                               |                                          |                            |
|---------------------------------------------------------------|------------------------------------------|----------------------------|
| <b>TITLE</b><br><b>REVENUE VEHICLE ACCIDENT INVESTIGATION</b> |                                          | NO. 002                    |
|                                                               |                                          | EFFECTIVE<br>April 1, 2020 |
| Prepared By<br><br>VP, Safety and Security                    | Issued By<br><br>VP, Safety and Security |                            |

### 1.0 PURPOSE/SCOPE

1.1 This Administrative Procedure establishes the procedures for RATP Dev USA employees to conduct investigations of accidents involving revenue vehicles and operations. This includes how the personnel of RATP Dev USA initially report, respond to, and investigate accidents. The procedures established herein will be adhered to by employees in all Divisions and Departments within RATP Dev USA where we own the risk.

1.2 The procedures herein apply to any accident in which a person or persons are injured or property damage is incurred as a result of a vehicle mechanical failure/mishap (i.e. vehicle fire, pantograph entanglement, derailment etc.) and/or vehicle collision, which involves any revenue vehicle operated by an RATP DEV USA employee acting as an agent for RATP Dev USA or the Client. This includes accidents and/or vehicle mechanical failure/mishap which involve the general public either in vehicular accidents, passenger accidents, or accidents which occur on RATP DEV USA/Client property. This procedure refers to revenue service vehicles. Sections 7.1 NOTIFICATION and Section 7.2 AT THE SCENE ACTIVITIES AND RESPONSIBILITIES are also applicable to non-revenue vehicles.

1.3 This procedure can apply to industrial accidents if the reporting format best reduces or mitigates risk of future damages. Crimes are not covered under this format.

1.4 **Employees in all RATP DEV USA departments are required to cooperate and share information on investigations of accidents and/or vehicle mechanical failure/mishap to ensure that causes and contributing factors can be identified and remedial action taken.**

## 2.0 REFERENCES

2.1 This procedure was developed in conjunction with RATP Dev USA System Safety SMS and existing policy/procedures.

2.2 Specific References include:

- Non-Revenue Vehicle Accident Procedures
- AP-003 Accident Investigation Reports

## 3.0 DEFINITIONS

- 3.1 **Accident:** An unforeseen event or occurrence, which causes property damage, personal injuries or fatalities, or any combination thereof.
- 3.2 **Collision:** An accident involving undesired/unplanned contact between RATP DEV USA vehicles; between a RATP DEV USA vehicle and another vehicle; between a RATP DEV USA vehicle and a stationary object; between a RATP DEV USA vehicle and work equipment; between a RATP DEV USA vehicle and a pedestrian or an individual on the rail right-of-way; between a RATP DEV USA vehicle and a bicyclist.
- 3.3 **Damage:** Includes damage to RATP DEV USA equipment and any other property involved in the accident.
- 3.4 **Damage – Major:** Damage to RATP DEV USA or vehicles that require a tow from the scene or are otherwise disabled and/or property damage that requires immediate, temporary repairs.
- 3.5 **Damage – Minor:** Damage to RATP DEV USA or other vehicles that does not disable them and/or property damage that does not require immediate, temporary repairs.
- 3.6 **Derailment:** When the normal relationship between the “head of the rail” and the “tread of the wheel” are lost. A wheel, whose flange is on top of the head of the rail/switch point/frog, is considered to be derailed. Likewise, a wheel that is suspended above a rail, whether or not the act of lowering the wheel directly to the rail’s head will result in the wheel being re-railed is considered to be derailed.
- 3.7 **Fatality:** A victim of an accident is pronounced dead by medical professional.
- 3.8 **Fatal Accident (Rail):** A fatality at the scene; or where an individual is confirmed dead within thirty (30) days of a rail transit-related accident.
- 3.9 **Fatal Accident (Bus/Paratransit/Non-Revenue):** A fatality at the scene; or where an individual is confirmed dead within 24 hours after the accident.

- 3.10 Fire:** An unexpected event that results in the release of smoke and flame, either from an electrical or mechanical defect, or of undetermined origin that results in personal injury or damage to the vehicle or its components. When a fire is caused by a mechanical defect the accident will be classified as a mechanical failure. The rationale for this being that the accident should be classified to reflect the initial condition that resulted in the accident.
- 3.10.1 Class A Fires:** Class A fires involve ordinary combustible materials like paper, wood and fabrics, rubber. Most of the times, this type of fire is effectively quenched by water or insulating by suitable chemical agent.
- 3.10.2 Class B Fires:** Class B fires mostly involve flammable liquids (like gasoline, oils, greases, tars, paints etc.) and flammable gases. Dry chemicals and carbon dioxide are typically used to extinguish these fires.
- 3.10.3 Class C Fires:** Class C fires involve live electrical equipment like motors, generators, and other appliances. For safety reasons, non-conducting extinguishing agents such as dry chemicals or carbon dioxide are usually used to put out these fires.
- 3.10.4 Arson:** The act of intentionally or recklessly setting fire to another's property in order to damage or destroy (i.e. Person lights a fire on a vehicle or at a station) – **Security Issue.**
- 3.11 Hard Couple (Rail):** Accidents resulting from contact between equipment where the contact is planned and desired but results in damage to equipment. A contact incident that results in damage to equipment, regardless of cost, may not be classified as a hard couple as no intent, or requirement, to make a couple existed. Hard couples must be reported to the Operations Control Center (OCC).
- 3.12 Incident:** An unforeseen event or occurrence which does not necessarily result in death, injury or property damage.
- 3.13 Injury:** Includes physical harm or damage to a passenger(s), operator and others directly involved in an accident.
- 3.14 Injury – Apparent:** Any accident that causes any person to show evidence of an abrasion, bruise, swelling, burns, limping or obviously painful movement and/or bleeding wound, distorted member, etc. or causes any person to receive medical treatment at the scene of the accident or to be transported to a hospital of treatment.
- 3.15 Injury – Claimed:** No apparent evidence of injury to any person involved in the accident by the observer but claimed by a person.
- 3.16 Injuries – Multiple:** All accidents in which two or more persons are injured.
- 3.17 Mechanical Failure Accident:** An accident caused by the failure of a component or assembly that causes the vehicle to malfunction regardless of whether the failure occurred because of human error, maintenance, or design deficiencies. An accident will also be classified as a mechanical failure if an operator alleges that

such failure has occurred and was the cause of the accident, whether or not the allegation is found to be true.

- 3.18 Near Miss:** All incidents which did not involve personal injury or damage to equipment or property but could have resulted in death or serious injury.
- 3.19 Obstruction Accident:** An accident involving contact between rail vehicles/equipment with other miscellaneous objects, such as construction materials, mattresses, television sets, shopping carts, etc. which cause light to negligible damage and does not result in a derailment. All obstruction accidents must be reported to OCC.
- 3.20 Property:** Vehicles, equipment or other physical objects that are owned/leased by the RATP DEV USA/Client or others that were involved in an accident.
- 3.21 Yard Tracks (on Mainline):** Mainline tracks that have been taken out-of-service under the provisions of a Work Order/General Order. Rail transit incidents that occur on these tracks will be considered to be “Yard” incidents unless the incident affects mainline service or meets the injury and fatality criteria thresholds.

## 4.0 GOALS/OBJECTIVES

The following accident investigation objectives are:

- 4.1 To conserve life and property and provide immediate assistance.
- 4.2 Determining the sequence of events leading to failure.
- 4.3 To determine the cause of the accident:
- Procedural
  - Training
  - Quality Control
  - Communications
  - Management System
  - Human Engineering
  - Work Direction
  - Human Performance
  - Equipment/Mechanical Failure
  - Natural Disaster/Sabotage
  - Other
- 4.4 Find methods to prevent the accident from recurring.
- 4.5 Develop a corrective action plan.
- 4.6 Implement the corrective action plan.

4.7 To provide concise, accurate, appropriate, and timely information.

4.8 Evaluate the effectiveness of the corrective action plan.

4.9 Make changes for continuous improvement.

## 5.0 TASKS

5.1 The following three tasks are established and must be accomplished to ensure a complete and thorough accident investigation:

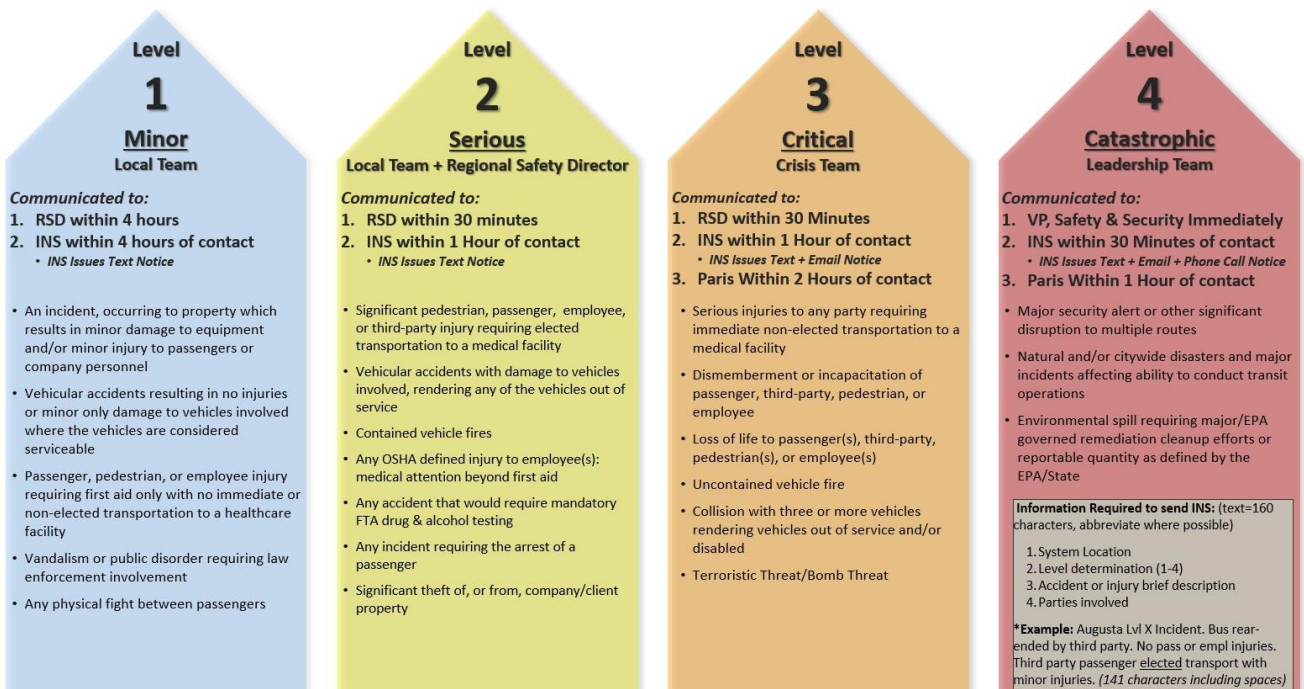
- Notification
- At the scene activities and responsibilities
- Follow-up activities and responsibilities

5.2 Each of these tasks is dependent upon the successful achievement of the preceding task. Each task is equally critical to completion of the accident investigation.

## 6.0 ACCIDENT STATUS

6.1 Four accident levels are established which regulate what RATP DEV USA personnel positions/departments will be notified, respond to, and generate some form of a report as specified later in these procedures. This shall be referred to as the "Accident Status." The Accident Status Levels and description of each level are as follows:

### Incident Notification Levels 1-4



6.2 In the event an accident status level is borderline, the accident status shall be upgraded to the next level of seriousness.

**Note:** Rail Incidents including accidents resulting in damage of \$150,000 or more to railroad and nonrailroad property (preliminary assessment), and accidents resulting in \$25,000 more to a passenger train (preliminary assessment) will be classified as level 3. All rail vehicle fires will be classified as Level 3.

## 7.0 PROCEDURES

### 7.1 NOTIFICATION

7.1.1 The operator (or other RATP DEV USA employee) notifies the Operations Control Center (Bus, Rail and Non-Revenue) or Paratransit Control of his/her involvement in an accident stating:

- Vehicle Information (Block # and Vehicle(s) #)
- Route Information
- Location
- Direction of Travel
- Accident Description
- Number of persons claiming injury and/or requiring medical assistance
- Damage Assessment
- Towing Assistance
- Any other assistance that may be required (i.e. EMS, Fire and/or Police)

7.1.2 This notification shall be done by radio, unless the vehicle radio is inoperable, in which case some type of phone should be used in calling.

7.1.3 Buses equipped with buttons for certain events shall be used. These codes may include, but are not limited to:

- Covert:
- Overt: 9-1-1 Situation, but the operator is not in danger
- Fire on Vehicle
- Collision with Vehicle – EMS Required
- Passenger Accident – EMS Required
- Priority Injury/Illness – EMS Required
- Collision/Accident – EMS Required
- Passenger/Operator Sick – EMS Required
- Pedestrian Struck by RATP DEV USA – EMS Required
- Disturbance on Vehicle – EMS Required
- Non-RATP DEV USA Related – EMS Required
- Assault/Robbery/Disturbance – Injury
- Other – Police Required
- 1Emergency – Non-RATP DEV USA

7.1.4 Rail and Paratransit shall report the accident status verbally by radio/phone.

7.1.5 All others will contact their respective Operation Control Center by direct radio communications stating their call sign, giving the specific information previously mentioned.

7.1.6 The respective Control Center Personnel shall notify relevant departments, services, and RATP DEV USA personnel, listed in priority order. Levels 3 and 4 require notification to Senior RATP Dev USA Management

Whenever contacting RATP DEV USA personnel the Radio Controller shall identify the seriousness of the accident by opening his/her report with the Accident Level.

NOTE: In the event the Accident Level becomes upgraded, the Radio Controller will again activate the notification sequence.

1. Corporate Safety Department will be notified of all **Level 3 and 4** accidents.

2. As required, the Local Safety Manager will contact the State Department of Transportation (ODOT) and FTA regarding the following **Rail** Accidents/Incidents:

- i. Fatality at the scene or where an individual is confirmed dead within 30 days of a rail transit related incident
- ii. One or more persons suffering serious injury
- iii. A collision between a rail transit vehicle and another rail transit vehicle
- iv. A collision at a grade crossing
- v. A collision with an object
- vi. Evacuation due to life safety reason
- vii. Any derailment (mainline or yard) viii. Fires resulting in serious injury or fatality

b. NTSB must be contacted by the Safety Department within 2 hours of the following Rail Accidents/Incidents at 1-800-424-0201:

- i. Passenger or employee fatality (except suicide and exclude trespassers)
- ii. Two or more passengers or crewmembers seriously injured or hospitalized
- iii. Accident requiring emergency evacuation of passengers from the train
- iv. Fatality at Grade Crossing with death occurs 24 hours of accident

- v. Accident resulting in damage of \$150,000 or more to railroad and non-railroad property (preliminary assessment)
- vi. An accident resulting in \$25,000 more to a passenger train (preliminary assessment)

3. VP, Risk will be notified by phone.
4. The General Manager will be notified via phone
5. Appropriate Managers (i.e. Transportation, Equipment, Facilities Maintenance) will be notified and response is discretionary
6. Other support services (e.g., towing company)
7. Business Development will be contacted for information purposes as needed

8. **The incident notification system to be used is SMARTNOTICE.**

- 7.1.7 The respective Control Center Personnel will contact the designated individuals. Individuals who must respond to the scene must immediately contact the Operations Control Center. If the respective Control Center Personnel is not contacted by the individuals who must respond to the scene, the Control Center will contact the alternate(s) for the individual(s).
- 7.1.8 All individuals who are in the designated notification process shall appoint one alternate in the event they cannot be reached by one of the Control Centers.
- 7.1.9 The notification process **shall be completed within fifteen (15) minutes of the Operations Control Center being informed** of the accident.

## 7.2 AT THE SCENE ACTIVITIES AND RESPONSIBILITIES

Responsibility for and command of the accident scene depends on the Accident Status Level. This order shall be as follows:

- The Fire Commanding Officer during rescue, firefighting or hazardous materials incidents.
- Local Police Jurisdiction when investigation or clearing scene upon nonRATP DEV USA/Client controlled property.
- Safety Department, upon arrival where appropriate.

### 7.2.1 Protection of the Accident Scene:

- A. Take steps to prevent further injury and damage by:
  - 1 Blocking the scene - with vehicles, tape, etc.
  - 2 Moving passengers and others to a safe place, if necessary
  - 3 Close off bus or rail car(s) or paratransit vehicles, if possible, to prevent people from entering. This effort is to prevent fraudulent claims.
- B. Ensure evidence and the physical circumstances at the scene are preserved as much as possible.
- C. Access to the scene should be controlled. Only police, medical, fire and authorized RATP DEV USA/Client personnel shall be allowed access to RATP DEV USA/Client property at the scene.
- D. Protection of the accident scene shall be accomplished by the Transportation Supervisor, until such time as the Police arrive, if responding.

### 7.2.2 Immediate Actions to be Taken:

#### **A. Transportation Supervisor or first at the accident scene for all levels are responsible for:**

- 1. Protect and assist the injured.
- 2. Ensure resources are enroute (i.e., Fire, Rescue, Police, Towing Company).
- 3. Protect the accident scene in accordance with 7.2.1

#### **B. Transportation Supervisors are responsible for:**

- 1. Arrange for transportation of vehicle Operator for Drug/Alcohol Test, if the criteria level is met under the RATP DEV USA Drug /Alcohol program and Operator is not hospitalized. See 7.3.2 (B), if operator is hospitalized.
  - a. **The Transportation Supervisor must use a Substance Abuse Assessment Form to determine if the operator is to be tested under RATP DEV USA Policy or FTA Regulations.**

**C. Responsibilities to clear scene, when appropriate will be as follows:**

1. Responding Safety and Transportation Supervisor personnel should work together and with local First Responders in order to determine when to report the scene is clear.

**NOTE:** In all cases, the Safety Department, if present, will notify the ranking Operations person when the on-scene accident investigation is complete and equipment may be restored to service, returned to the facility or isolated. **RATP Dev USA Safety personnel shall be the last persons to leave the scene.**

7.1.1 Collection of Information

**A. Take photographs**

1. of accident scene (near and far)
  - a. try to get pictures with landmarks (i.e. poles, buildings, intersections)
2. of debris field
3. of vehicle(s), building(s), object(s) (near, far, underneath and above – if possible)
  - a. try to get pictures of the damage from different angles
  - b. try to get pictures of contact evidence (i.e. scratches & scrapes, scuff marks)
4. of people involved (i.e. pedestrians, bicyclist, other vehicle operator/passengers)
  - a. try to get pictures of the resting place of the person if contact was made, injuries or contact evidence (i.e. blood, skin, hair)

**B. Video**

1. Request video from RATP DEV USA Vehicles (vehicles involved or near the accident)
2. Request the video from adjacent buildings, businesses and stations.

**C. Gather names, call signs, unit numbers, or departments**

1. of injured parties

2. of witnesses, including non-passengers
3. of all parties involved in the accident
4. of RATP DEV USA Operator(s)
5. of RATP DEV USA Personnel at the scene (i.e. supervisors, mechanics, maintainers, Transit Police)
6. of EMS Crew(s), Fire Department(s), Police, and/or Towing Service

#### **D. Take measurements**

1. of vehicle(s) resting points from point(s) of impact
  - a. RATP DEV USA Vehicles
  - b. Other Vehicles (i.e. cars, trucks, motorcycles, bicycles)
2. of a person's resting point from point of contact
3. of vehicle(s) resting points from landmarks (i.e. Target Stop, Intersection, Stop Sign, Catenary Pole, Signal, Station)
4. of debris field
5. of skid marks or other tire/wheel marks or wheel climb on rails
6. of contact markings/damage on vehicle(s) or other objects (i.e. poles, guard, walls, fencing, supports, barriers, rail, ties)

#### **E. Derailment Investigation**

1. Properties must conduct a Derailment Investigation on all forms of derailments (i.e. revenue trains, non-revenue trains, rail equipment, etc.).
2. Properties must utilize derailment SOP procedures. **Properties are required** to forward a copy of the completed Derailment Investigation to the Corporate Safety Department upon completion of investigation.

#### **F. Establish initial damage assessment**

1. of RATP DEV USA/Client property
2. of other property
3. total property damage

## G. Interview

1. Operator
2. Injured parties
3. All parties involved in the accident
4. Witnesses, including non-passengers
5. RATP DEV USA Personnel at the scene

## 7.3 FOLLOW-UP INVESTIGATION

### 7.3.1 Vehicle Isolation

#### A. Bus/Paratransit/Rail/Non-Revenue Vehicles

1. All RATP DEV USA bus, paratransit, rail and non-revenue vehicles involved in an accident where continued operation cannot or is permitted will be isolated at garage/yard.

#### B. Isolated Vehicles

1. All RATP DEV USA vehicles that are isolated shall be placed into a secured/locked area.
2. The secured/locked area shall be sealed with evidence tape with a Vehicle Isolation Form affixed to the vehicle with the date, name and department of who isolated the vehicle.
3. If equipment is too large to secure in an enclosed, secure area, it shall be cordoned off with police evidence tape, doors, compartments, entrances/exits shall be sealed with evidence tape and a Vehicle Isolation Form affixed to the inside windshield(s) of the vehicle(s).
4. **Access to the vehicles shall be authorized by the local Safety Department.** When accessing the vehicles, the access section of the Vehicle Isolation Form must be completed indicating the date, name, department or agency and reason for accessing the vehicle. Any concerns regarding access to a vehicle must be addressed to VP, Safety & Security and/or VP, Risk.

### C. Vehicle Release

1. Any vehicle isolated shall not be repaired or returned to revenue service until a Post-Incident Inspection has been completed and the Vehicle Isolation Form has been signed as receiving written authorization from the Safety Department. Corporate Safety and Risk at times may need to authorize release of the vehicle(s).
2. The local Safety Department will check with the respective parties involved in the accident investigation to confirm that they have completed their examination of the involved vehicle, prior to release.
3. Upon completion of all repairs the respective RATP DEV USA Equipment Department will issue a report to the local Safety Department indicating the vehicle is safe for returning to service.
4. The Vehicle Isolation Form is to be kept on file in the respective Equipment Office, along with a copy of the authorization releasing the vehicle.

### 7.3.2 Accident Investigation Documents and Reviews

- A. **Post-Accident Review** – The local Safety Department Personnel will contact all necessary departments within 1 business day after the accident to discuss the details and possible cause. Communication between the local Safety Department and other affected Departments will continue throughout the investigation. All Departments must share information concerning details, a possible cause(s) and remedial measures until the investigation is complete.
- B. **Drug/Alcohol Test Results** - When an accident meets the drug/alcohol test criteria-as defined in the Drug & Alcohol Policy for Safety-Sensitive Employees, and Substance Abuse Assessment Form, test results are reported to the Safety Department and/or HR. All post-accident testing is performed on an immediate (“stat”) basis 24 hours a day/7 days a week to provide expeditious information. Results of a negative drug test are generally known within 48 hours. Positive drug test results may not be known for 72 hours. Alcohol results are known immediately after testing and are provided verbally to the transporting supervisor.
  1. In order to maintain the confidentiality of testing information, identified personnel can contact HR to obtain the results of any post-accident drug and alcohol test. Verbal information will be given; however, hard copy of test results will not be provided,

2. In the event an employee is seriously injured, unconscious or dead, rendering the employee incapable of giving consent, post-accident testing cannot be performed per FTA regulations. However, testing may be performed by an applicable law enforcement agency, and the results may be requested from that agency.
- C. **Claims Investigation** – Appropriate claims will be submitted within 0-3 business days whenever possible to ensure timeliness.
- D. **Equipment Department Review and Report** - The respective vehicle maintenance section shall complete their review of the vehicle within thirty-six (36) hours after the accident or by 5:00 P.M. Monday if accident occurred Friday night, Saturday or Sunday, unless the vehicle is isolated. If vehicle is isolated, the respective equipment section review will not be conducted until the vehicle is released, unless otherwise requested by the local Safety Department. A Post-Incident Inspection Report will be generated, and copies forwarded to the local Safety Department upon completion of the review.
1. This Post-Incident Inspection Report shall include the following:
    - A comprehensive damage assessment and cost estimate for repairs
    - A preliminary determination as to whether any component failed and thereby contributed to the accident
- F. **Supervisor's Accident Investigation)** The Transportation Supervisor shall complete the Supervisor's Accident Investigation report prior to the end of their shift. A copy will be sent to the Safety Department by noon of the next business day.
- G. **Operator's Accident Report** – The appropriate accident report shall be completed by the Operator(s) involved in the accident prior to the end of the employee's shift or run, unless the employee is hospitalized. This report will be submitted to the Transportation Supervisor/dispatcher and reviewed for clarity and completeness. The District will retain their copy, forward the original to the local Safety Department by noon the next business day.
1. In the event the operator is seriously injured, unconscious or hospitalized this report will be completed immediately upon their return to work, if it was not completed prior to their return to work.
- H. **Operator's Statement** - A written or recorded statement will be obtained from the operator involved in the accident.

- I. **Witness Statements** - The Transportation Supervisor will attempt to obtain interviews with any witnesses at the scene, including a narrative report of the interview in the body of the Supervisor's Accident Report.
- J. **External Reports** - Depending on the circumstances and/or severity of the accident, external reports may be requested. Usually these reports will be requested by and through the local Safety Department. External Reports may include, but are not limited to:
  - 1. Municipal Police Reports
  - 2. Emergency Medical Service Reports
  - 3. Fire Department Reports
  - 4. Coroner's Reports
  - 5. Hospital Reports
  - 6. Original Equipment Manufacturers Reports
  - 7. Accident Reconstruction Reports
  - 8. Other Special Reports
- K. **Safety Department Investigation and Reports:**
  - 1. The Safety Department will complete a comprehensive accident investigation report for the following:
    - a. All Bus/Paratransit/Rail accidents responded to by the Safety Department
    - b. All rail reportable incidents that meet FTA and/or NTSB notification requirements and/ or state-reportable events.
    - c. Other accidents as directed by the General Manager or the local Safety Manager.
  - 2. The initial *Incident Fact Sheet* will be forwarded to the General Manager by the close of business on the first business day after the accident. The Safety Department will review the report status daily and update/revise as information is received. **All Incident Fact Sheets will be placed in CORUSON where available.**
  - 3. The Safety Department shall issue a comprehensive Final Incident Report to the General Manager within thirty (30) days of

the accident, unless the investigation is continuing, in which case a status update report will be issued. **All Final Incident Reports will be placed in CORUSON where available.**

4. Final reports will follow a standard format covering cause/contributory factors, root cause and recommendations for corrective or remedial actions to minimize potential for similar accidents in the future.
5. **All RATP DEV USA employees are directed to cooperate fully with the local Safety Department in their endeavors of the accident investigation.**

#### 7.1.2 8.0 REPORT RELEASE

General Manager, with advice of RATP Dev Counsel, will determine the distribution and/or release of the Safety Report described under Section 7.3.2 (K)(1).

#### 7.1.3 9.0 MEDIA RELATIONS

Media inquiries at the scene or subsequently thereafter shall be referred to the RATP Dev USA Media Relations Manager/Business Development Department/Client Media Relations team. The only deviation from this policy will be at the direction of the VP, Business Development or the Media Relations Manager.

#### 7.1.4 10.0 RESPONSIBILITY

It is the responsibility of all RATP Dev USA employees to comply with this administrative procedure as may be applicable.

#### 7.1.5 11.0 Referenced Documents

- A. Bus Collision Accident Report
- B. Bus Passenger Accident Report C. Rail Collision Accident Report
- D. Rail Passenger Accident Report
- E. Supervisor's Accident Investigation Report
- F. Substance Abuse Assessment Form
- G. Incident Report
- H. Logging Tape: Playback or Copy
- I. Vehicle Isolation Form
- RATP Dev USA Derailment Investigation Report



## Public Services Committee

Meeting Date: October 28, 2025

Discussion – Path Forward for Augusta Marina

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>       | Augusta Recreation and Parks Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Presenter:</b>        | Tameka D. Williams, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Caption:</b>          | Discuss the future operation of the Augusta Marina, as the current lease is set to expire in January 2026, and seek Commission guidance on whether to rebid the lease or transition operations to the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Background:</b>       | The Augusta Marina, located along the Savannah River, is currently operated under a lease agreement between Augusta, Georgia, and a private operator. This agreement is scheduled to expire in January 2026. The Augusta Recreation and Parks Department oversees lease compliance and general oversight of the marina property. With the expiration approaching, the department seeks to determine the most effective and beneficial operational approach for the future of the facility.                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Analysis:</b>         | <p>Two primary options are available for consideration:</p> <ol style="list-style-type: none"> <li>1. <b>Rebid the Lease:</b> Augusta could issue a new Request for Proposals (RFP) for a qualified marina operator to continue private management under a lease agreement. This option would maintain a revenue-generating relationship with minimal operational responsibility for the City.</li> <li>2. <b>City Operation:</b> The City could assume direct operation of the Augusta Marina through the Recreation and Parks Department, integrating it into existing park and facility management. This approach would allow full management but would also require additional staffing, operational funding, and maintenance resources.</li> </ol> <p>Staff is seeking direction from the Commission on which path to pursue prior to developing any formal proposal or solicitation.</p> |
| <b>Financial Impact:</b> | Financial implications will vary based on the selected operational model. Continued leasing would generate revenue with minimal cost, while direct operation would require new expenditures for personnel, utilities, and maintenance. However, the department anticipates additional revenues if operations were managed by the City, and costs could be covered through this additional revenue within an observable timeframe.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Alternatives:</b>     | <ol style="list-style-type: none"> <li>1. Rebid the lease for continued private operation.</li> <li>2. Transition the marina to City operation under the Recreation and Parks Department.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**Recommendation:** The Augusta Recreation and Parks Department requests guidance from the Augusta Commission on the preferred direction for the future operation of the Augusta Marina.

**Funds are available  
in the following  
accounts:** N/A

**REVIEWED AND  
APPROVED BY:** N/A



## Public Services Committee Meeting

Meeting Date: October 28, 2025

Parks Divestment Plan Discussion

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|                                                       |                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Recreation & Parks                                                                                                                                                                                                                                                                                              |
| <b>Presenter:</b>                                     | Tameka Williams, Director<br>Dr. Abie Ladson, Infrastructure Systems Management                                                                                                                                                                                                                                 |
| <b>Caption:</b>                                       | Discuss updated data and path forward for a divestment plan for underutilized Recreation & Parks parks/facilities.                                                                                                                                                                                              |
| <b>Background:</b>                                    | Recreation & Parks maintains a large portfolio of parks and facilities, which presents a significant maintenance challenge and cost burden for Augusta. Recreation has partnered with Infrastructure Systems Management (ISM) to identify underutilized parks/facilities that may be candidates for divestment. |
| <b>Analysis:</b>                                      | ISM previously presented a Divestment Matrix evaluation tool to the Commission. The final component needed to complete the matrix was park usage data, which was initially presented on September 30, 2025. ISM has since conducted further analysis and will present an update.                                |
| <b>Financial Impact:</b>                              | N/A                                                                                                                                                                                                                                                                                                             |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b>                                | Discuss updated path forward for a divestment plan for underutilized Recreation & Parks parks/facilities.                                                                                                                                                                                                       |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                                                                                                                                                             |

**REVIEWED AND**  
**APPROVED BY:**



## Public Services Committee Meeting

October 28, 2025

### Minutes

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|                                                       |                                                                                                 |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                             |
| <b>Presenter:</b>                                     | N/A                                                                                             |
| <b>Caption:</b>                                       | Motion to <b>approve</b> the minutes of the October 14, 2025 Public Services Committee Meeting. |
| <b>Background:</b>                                    | N/A                                                                                             |
| <b>Analysis:</b>                                      | N/A                                                                                             |
| <b>Financial Impact:</b>                              | N/A                                                                                             |
| <b>Alternatives:</b>                                  | N/A                                                                                             |
| <b>Recommendation:</b>                                | N/A                                                                                             |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                             |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                             |