



**REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P)
TO PROVIDE CERTAIN CITY GOVERNMENT SERVICES
UNDER A PUBLIC WORKS AND UTILITIES OPERATIONS &
MAINTENANCE CONTRACT**

RFQ/P 2026-02

ISSUED ON: April 23, 2026

SUBMITTAL DEADLINE: Wednesday, July 1, 2026 at 10:00 a.m.

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PURPOSE OF THIS REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P)

The City of Hinesville is seeking proposals from qualified firms to effectively and efficiently provide certain city government services. Specifically, the City will evaluate proposals received from qualified firms for providing certain city government services through qualified managerial staff with the primary objectives of delivering high quality service at the lowest possible costs. The Selection Criteria Matrix for purposes of this RFQ/P is attached hereto and incorporated herein as Attachment 1.

SCOPE OF WORK

Therefore, the City is soliciting written qualifications and sealed proposals from interested and qualified companies to provide certain city government services. Those services being considered for contract operations include the following:

Public Works	Water and Sewer
Public Utilities Administration (GF) (SWF) (SWUF)	Public Utilities Administration
Street Department (GF)	Meter Reading & Maintenance
Parks & Grounds Department (including mosquito control) (GF)	Construction Maintenance
Vehicle Maintenance Department (GF)	Water Production
Sanitation Department (SWF)	Inflow and Infiltration
Drainage Department (SWUF)	Wastewater Treatment (WWTP) (WRF)
	Liftstation Maintenance and Repair
Transit	
Vehicle Maintenance	
Bus Stop Shelter maintenance and repairs	
KEY: GF= General Fund SWF=Solid Waste Fund SWUF=Storm water Utility Fund WWTP= Wastewater Treatment Plant WRF= Water Reclamation Facility	

Department profiles, organizational charts, current budgets, department location, issues, and selected work load statistics for each of the above services are attached hereto and incorporated herein as Attachment 2 (collectively referred to as the "Departmental Data"). The departments listed above represent 99 full-time employees and approximately \$9,015,495 in salary and benefits. The City's organizational chart is also attached hereto and incorporated herein as Attachment 3.

All proposals shall specifically address the services and issues described in the Departmental Data for all of the departments and constitute the general Scope of Work for this RFQ/P. It is contemplated by the City that a Company will be selected at the conclusion of this RFQ/P process, that the City and Company will engage in interactions for a period of time to allow the parties to further examine city operations, staffing, and services for purposes of development of a more detailed Scope of Work with specifically identified plans and tasks for each department or service intended to be provided, which will comprise Exhibit A (Scope of Work) to the resulting Professional Services Agreement between the City and the selected company, and for development of final pricing which will comprise Exhibit B (Compensation Schedule) to the resulting Professional Services Agreement between the City and the selected company.

The Company recognizes that the services under this Agreement are vital to the City and must be continued without interruption. As additional consideration for the City and as a material inducement for the City and Company to enter into this Agreement and to consummate the services contemplated hereby: the City and Company agree to commence transition activities on October 1, 2026, and terminate on October 31, 2026. The Company agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition.

The Agreement for services shall be for a one (1) year term commencing on November 1, 2026, and terminating on October 31, 2027 (the "Term"). Pursuant to O.C.G.A. §36-60-13 upon the expiration of the Term, the Agreement shall terminate absolutely and without further obligation on the part of the City. However, the Agreement shall automatically renew on the first day of each subsequent City fiscal year for a one (1) year term, unless the City provides Company written notice of non-renewal at least one hundred twenty (120) days prior to the end of the then fiscal year. This Agreement may be renewed for additional terms as may be provided by law at the conclusion of any then present term.

TENTATIVE RFQ/P TIMELINE

• Issue RFQ/P	Thursday, April 23, 2026
• Newspaper and Media Advertisements	Thursdays, April 23 & 30, 2026
• Deadline for letters of interest (respond in writing)	Wednesday, May 6, 2026
• Mandatory meeting/tour	Wednesday, May 13, 2026 9:00 am
• RFQ/P comments and questions deadline	Wednesday, May 20, 2026 5:00 pm
• City issue responses to comments and questions	Wednesday, June 3, 2026
• Submittal deadline	Wednesday, July 1, 2026 10:00 am
• RFQ/P Opening	Wednesday, July 1, 2026 10:00 am
• Review of qualifications and proposals	Week of July 6-10, 2026
• Company presentations to review committee	July 13 - 24, 2026
• Recommendations to Mayor and Council	Thursday, August 6, 2026
• Decision by Mayor and Council	Thursday, August 6, 2026
• Contract negotiations and final scope	August 10 – 28, 2026
• Mayor and Council consideration of contract	Thursday, September 3, 2026
• Contract executed and transition period begin	Thursday, October 1, 2026
• Contract term begins	Sunday, November 1, 2026

MANDATORY PRE-QUALIFICATION/PROPOSAL MEETING/TOUR

All firms that intend to respond to this solicitation must attend a mandatory meeting/tour that will be held on Wednesday, May 13, 2026, beginning at 9:00 am at the City of Hinesville, City Hall in the 3rd floor conference room. It is anticipated that a tour of the city facilities will be conducted from 9:00 am to about 1:00 pm; then a question-and-answer session will be from 1:00 pm to about 2:00 pm in the City Hall 3rd floor conference room. During the question-and-answer session, any interested company may ask questions to receive additional information and clarifications to this RFQ/P. All questions and answers during this meeting will be documented and posted to the city's website, www.cityofhinesville.org as an addendum prior to the submittal deadline. Failure to attend this meeting/tour will result in disqualification from submitting a RFQ/P.

INQUIRIES ABOUT THIS RFQ/P

All inquiries and questions regarding this RFQ/P shall be in writing and directed to:

Temperance West, Assistant City Manager
115 East M.L. King, Jr. Drive
Hinesville, Georgia 31313
twest@cityofhinesville.org

The deadline for submission of any written questions relating to this RFQ/P shall be Wednesday, May 20, 2026 at 5:00 pm. All questions and answers will be documented and posted to the city's website, www.cityofhinesville.org as an addendum prior to the submittal deadline. Please check the City's web site often to review the addendums, if any.

Proposing companies shall not contact the Mayor or the City Council or any city employee regarding this RFQ/P, proposal evaluation, or selection process from the time the RFQ/P is issued on Wednesday, April 22, 2026 until the time that a selected company is engaged in an interactive process of developing the detailed Scope of Work and Compensation Schedule to be contained in the Professional Services Agreement and only then, such contact shall be with the permission and direction of the City Manager.

SUBMITTAL DEADLINE

Responses are due no later than 10:00 am on Wednesday, July 1, 2026. The responses (one electronic flash drive and 7 printed copies) must be enclosed in a sealed envelope plainly marked, "City of Hinesville Public Works and Utilities O&M contract RFQ/P," and **delivered to the City Manager's Office, 115 East M.L. King, Jr. Drive, Hinesville, Georgia 31313**, by the above deadline date and time. One Cost Proposal should be submitted in a separate sealed envelope clearly labeled with your company name and "Cost Proposal". The cost proposal should **not** be included on the electronic file.

A representative of Hinesville City government will publicly read the names of the companies submitting responses at 10:00 am on Wednesday, July 1, 2026. Incomplete responses may not be considered if the omissions are determined to be significant. The City will not be responsible for late mail deliveries and any responses received after the deadline date and time will not be accepted and returned unopened.

RESPONSE FORMAT

All interested companies that will be submitting qualifications/proposals shall include the following information in this order:

- Brief history, profile, and location of the company's headquarters and other offices, number of years the company has been in the business of providing local government services, detailed experience in providing the services listed in the Scope of Work for clients in Georgia and other states, and the name, telephone number, and email address of the primary point of contact.
- Resumes of key personnel that will be working on this project, including their experience in providing government services, length of time in providing local government services, and length of time with the company. Specifically include the person who will be ultimately responsible for this contract and who works for the primary company.

- References (name, telephone number, and email address) from all clients over the last 10 years for whom the company has performed services similar to those that the City is requesting. Include the project manager from the proposing company in charge of the project.
- List of all the projects over the last 10 years (for whom the company has performed services similar to those that the City is requesting) that the company has been replaced or terminated. Please provide the reason why the company was replaced or terminated.
- Identify the closest job site the Company performed the same scope of work as the City is requesting in this RFP/Q.
- Methodology and approach to addressing the Scope of Work as defined in this RFQ/P, including but not limited to, a narrative describing:
 - 1) How current public works employees would transition to the private company including duration and how personnel expenses (other than salaries and benefits) such as cell phones, travel, and education/training would be addressed.
 - 2) How the City's current vehicles, equipment, and office equipment will be maintained to maximize their useful life and how that equipment will be replaced.
 - 3) Management and technical innovations that would reduce the cost of current services, avoid future cost, and improve the provision and efficiency of services.
 - 4) How your company has established systems and procedures for quality control, quality assurance, safety, regulatory compliance, inventory control, and cost control.
 - 5) How your company can enhance citizens' perception of service quality.
 - 6) How your company can provide additional and temporary resources (personnel and equipment) in time of need.
 - 7) What deliverables will be generated and at what frequency for the City to use to ensure contract compliance.
 - 8) Ability to keep the contract pricing constant or less over the contract term.
 - 9) Pros and cons of having one company perform all services versus multiple companies performing services.
 - 10) Sample reorganization of departments/services to achieve efficiency and cost savings.
 - 11) Timeline for implementation of approach.
- Identification of previous, existing or pending litigation, arbitrations or mediations in which the company has been involved in the past 5 years, including, but not limited to, a narrative for each identified matter that provides court file numbers, a brief description of the claims, and the resolution of the matter.
- Statement and documentation of the company's financial strength and capabilities to begin and complete this project.
- Statement that the company will execute the City's Professional Services Agreement, which is attached hereto and incorporated herein as Attachment 4 or statement as to which provision(s) is(are) not agreeable to the company. It is the intention of the City that the Professional Services Agreement will be executed in the form presented with this RFQ/P or in substantially similar form. In particular, please include a statement that the insurances set out in the Professional Services Agreement can be provided, and that each insurance policy shall name the City as an additional insured, that the company will specifically adhere to the indemnification provision contained in the Professional Services Agreement,

and that all required E-verify forms will be submitted as these are key terms of importance to the City.

- Statement that the company will execute the Non-Collusion Affidavit, which is attached hereto and incorporated herein as Attachment 5.
 - Statement that the company can, and will supply a Performance Bond on the form provided as Attachment 6 to this RFQ/P with a surety in good standing with the Office of Georgia Insurance and Fire Safety Commissioner and listed in Circular 570 (Federal Register Vol. 62 No. 126) among companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies on an annual basis to the City in the amount of \$500,000 or 10% of the prior year's annual compensation amount (whichever is less), which must be supplied to the City within thirty (30) days of execution of the Professional Services Agreement and by the beginning of each fiscal year of renewal of the Agreement thereafter.
 - Proof that the company is an authorized business entity and is authorized to do business in the State of Georgia.
 - Acknowledgement(s) of receipts of all addenda.
 - Cost proposals must have two components that are clear and distinguishable from each other.
 - The first component will detail costs (if any) for the 31 day transition period (October 1, 2026 through October 31, 2026) during which the company will undertake the process of employee orientation, enrolling the current Public Works/Utility employees into the company HR system as well as gathering any additional information the company finds necessary to effectively fulfill the obligations established within the Professional Services Agreement. This component shall be referred to as the Transition Period Cost Proposal.
 - The second component will detail the first year annual costs associated with the actual provision of services established in the submitted proposal, the scope of work and the Professional Services Agreement. The annual cost proposal shall be a lump sum proposal with a breakdown of this cost component and shall be presented on the form provided in Attachment 7 to this RFQ/P. This component shall be referred to as the Annual Cost Proposal. Alternate cost proposal approaches may be submitted in addition to the foregoing required cost proposal.
- COST PROPOSAL NOTES:
- The Cost Proposal should be submitted in a separate sealed envelope clearly labeled with your company name and "Cost Proposal". The cost proposal should **not** be included in the electronic file.
 - The year two and subsequent year costs shall be negotiated on an annual basis during the preparation of the City's annual budget.
- All personnel employed by the City's current contractor ("employees") in a direct and full-time basis in performance of such services, functions and responsibilities as described and contemplated in this Agreement for the City shall be and remain employees under this Agreement. Upon execution of this Agreement, all affected employees shall immediately have their employment transferred to Company such that these employees become employees of the Company with at least the same or equivalent salary and benefits as they had with the current contractor.

- Proposals must respond separately to the Supplemental Liberty Transit Fleet Maintenance and Repair Services/Bus Shelter Installation, Maintenance and Repair Services section.

SELECTION CRITERIA

- Company experience in providing local government services (especially those services listed under the Scope of Work) and qualifications and experience of the key personnel, and company team members that will be involved in this project.
- Company locations and availability of support resources (both personnel and equipment) within at least 200 miles of the City.
- Overall response quality and reference results.
- Methodology and approach narrative.
- Financial strengths, litigation, and ability to obtain the stated insurances and performance bond.
- Costs proposals.

A Selection Criteria Matrix with point structure will be utilized for purposes of selecting the successful company. See Attachment 1.

The top ranked companies will be invited to the City to personally present their qualifications to the selection committee composed of the City Manager, the Assistant City Manager, the City Chief Financial Officer, two City Council members, the City Attorney, and the City's consulting engineer. This meeting is tentatively scheduled for July 13 – 24, 2026, and will provide an opportunity for the companies to clarify and elaborate on their qualifications. This meeting will be a fact finding and explanation session only and does not contemplate or authorize negotiations. After the presentations, the selection committee will select the top ranked company or companies.

Upon selection of the top ranked company or companies, the City and company will engage in interactions for a period of time to allow the parties to further examine City operations, staffing, and services for purposes of development of a more detailed Scope of Work with specifically identified plans and tasks for each department or service intended to be provided which will comprise Exhibit A (Scope of Work) to the resulting Professional Services Agreement between the City and the selected company, as well as for development of final pricing, which will comprise Exhibit B (Compensation Schedule) to the resulting Professional Services Agreement between the City and the selected company. If negotiations with the top ranked company are not successful, those negotiations will be terminated and negotiations with the second ranked company will begin, and so on. Final contracts are tentatively scheduled to be presented to the City for their consideration on Thursday, September 3, 2026.

GENERAL TERMS AND CONDITIONS

- There are no expressed or implied obligations for the City to reimburse responding companies for any expenses incurred in preparing qualification/proposals in response to this RFQ/P or in attending meetings required in this process.
- The City reserves the right to request clarifications regarding information submitted as well as request additional information from one or more companies submitting qualifications/proposals.
- By submitting qualifications/proposals, a company certifies that it has fully read and understood this RFQ/P, has full knowledge of the nature scope, quantity, and quality of work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed. Failure to do so will not relieve the successful company of their obligation to enter into a contract.
- No qualifications/proposals may be withdrawn or revoked for a period of 120 days after the date of qualification/proposal opening. It is understood that the details at the RFQ/P level are insufficient to constitute a binding final contract as the details will be worked out in accordance with this RFQ/P. However, the City's Professional Services Agreement is included in this RFQ/P. This contract should remain substantially in the form presented to become the final contract, unless modified during final contract negotiations to the satisfaction of the City.
- Ownership of all data, materials, and documentation prepared for and submitted in response to this RFQ/P shall belong exclusively to the City and it will be considered a public record and subject to public inspection in accordance with the Georgia Open Records Act, unless otherwise provided by law. The cost proposals will be kept confidential until a final contract is awarded.
- The City reserves the right to reject any or all qualifications/proposals, call for new qualifications/proposals, to waive any formalities, or to award a contract to the next qualified company if the selected company does not execute a contract satisfactory to the City promptly after notification of the award. The City reserves the right to accept, reject, and/or negotiate any and all qualifications/proposals or parts of qualifications/proposals deemed by the Board to be in the best interest of citizens of the City.
- This RFQ/P and any resulting contract shall be governed in all respects by the laws of the State of Georgia and the successful company shall comply with all applicable federal, state, and local laws and regulations.
- By submitting their qualifications/proposals, all responding companies certify that their qualifications/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their qualifications, and they have not conferred on any of the City's employees having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value or more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.
- The responding companies specifically certify that submitting their qualification and proposals that they are not in violation of O.C.G.A. §§ 16-10-22 and 16-10-22 for acts of bribery, and /or conspiracy in restraint of free and open competition in transaction with state or political subdivision.

- By submitting their qualifications/proposals, all responding companies certify that they are not currently debarred from submitting bids or proposals on contracts by an agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

NON-ASSIGNMENTS

Company shall not transfer, delegate, or assign, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) any discretion granted it under this Agreement, (2) any right that it has to satisfy a condition under this Agreement, (3) any remedy that it has under this Agreement, or (4) any obligation imposed on it under this Agreement. Any purported transfer, delegation, or assignment of rights or transfer, delegation, or assignment of performance in violation of this section shall be void. Furthermore, this Agreement is entered into for the sole benefit of the City and Company and no other person or entity is intended to be a direct or incidental beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

OTHER INFORMATION

The City of Hinesville is located in Coastal Georgia, approximately 40 miles from Savannah and in Liberty County. Major highways in the city US 84, SR 119, and SR 196. The city encompasses approximately 40,000 citizens within 20 square miles. Hinesville is immediately adjacent to the main gate in to Ft. Stewart; home of the Army's 3rd Infantry Division and is the largest military installation (in terms of land area) East of the Mississippi River. The governing authority of City is composed of the Mayor and five Council Members. The City Manager supervises, directs, and controls the day-to-day activities and business operations of the city government.

ATTACHMENT 1

SELECTION CRITERIA MATRIX

Company Name: _____

Selection Criteria	Max Points Assigned	Points Awarded
Company experience in providing local government services (especially those services listed under the Scope of Work) and qualifications and experience of the key personnel, and company team members that will be involved in this project.	30	
Methodology and approach narrative.	20	
Financial strengths, litigation, and ability to obtain the stated insurances.	20	
Company locations and availability of support resources (both personnel and equipment) within at least 200 miles of the City of Hinesville.	10	
Overall response quality and reference results.	20	
Total	100	

Evaluator: _____

Date: _____

Comments: _____

ATTACHMENT 2

**DEPARTMENT PROFILES,
STAFFING PLAN,
FISCAL YEAR 2026 BUDGET,
DEPARTMENT LOCATIONS,
AND
SELECTED WORK LOAD STATISTICS**

CURRENT CONTRACT COST DETAIL (FISCAL YEAR 2026 “APPENDIX G”)

**PUBLIC WORKS ADMINISTRATION
STREET & DRAINAGE DEPARTMENT (GENERAL FUND &
STORMWATER UTILITY FUND)
PARKS & GROUNDS
VEHICLE MAINTENANCE
SANITATION (SOLID WASTE FUND)**

**PUBLIC UTILITIES ADMINISTRATION
METER READING & MAINTENANCE
CONSTRUCTION MAINTENANCE
WATER PRODUCTION
INFLOW & INFILTRATION
WASTEWATER TREATMENT PLANT
WATER RECLAMATION FACILITY
LIFTSTATIONS**

TRANSIT FLEET MAINTENANCE

PUBLIC WORKS – ADMINISTRATION (GENERAL FUND/SOLID WASTE FUND/STORMWATER UTILITY FUND)

DEPARTMENT PROFILE

The Public Works Administration Department provides administrative functions such as processing invoice payments, the input of requisitions, ordering office and other operating supplies, answering telephones, etc. In addition, the Health and Safety Manager and the Director of the Project are allocated to the administration of the Public Works and Public Utilities departments.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget
Director	1.00	General Fund \$ 266,372
Office Assistant	1.00	Sanitation Fund 266,372
		Stormwater Utility Fund 266,372
Total	2.00	

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to Public Works Administration for the General Fund, Solid Waste Fund and Stormwater Utility Fund can be found on the next pages.

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 100 - GENERAL FUND						
<i>Dept: 061 - PUBLIC WORKS ADMIN</i>						
100-061-4110-00-52-1110	OPERATIONS AND MAINT CONTRACT	228,289	210,809	268,347	266,372	266,372
100-061-4110-00-52-2201	OFFICE EQUIPMENT MAINT	250	561	600	600	600
	Annual copier service agreement			600	600	600
100-061-4110-00-52-2204	REPAIRS & IMPROVEMENTS	3,350	18,920	4,250	4,250	4,250
	General Repairs			1,200	1,200	1,200
	Annual HVAC service			400	400	400
	Annual generator service			500	500	500
	Annual fire alarm system inspection and repair			900	900	900
	Annual fire extenguisher inspection			1,250	1,250	1,250
100-061-4110-00-52-2205	BUILDING MAINTENANCE	1,700	2,601	2,250	2,250	2,250
	Floor service for Admin and Ops buildings			2,000	2,000	2,000
	Exterminator services			250	250	250
100-061-4110-00-52-2206	VEHICLE REPAIRS AND MAINT	800	308	800	800	800
100-061-4110-00-52-3200	COMMUNICATIONS	4,800	5,046	4,800	4,800	4,800
100-061-4110-00-53-1101	OFFICE SUPPLIES	1,000	431	1,000	1,000	1,000
100-061-4110-00-53-1102	JANITORIAL SUPPLIES	1,300	2,036	1,000	1,000	1,000
100-061-4110-00-53-1103	DEPT OPERATING EXPENSE	463	0	5,600	900	900
	Annual fire alarm system monitoring and maintenance			900	900	900
	Ice machine (replacement)			1,800	0	0
	AED devices (4 @ \$2500 each)			2,500	0	0
	Admin desk			400	0	0
100-061-4110-00-53-1230	UTILITIES - ELECTRICITY	9,000	9,687	10,000	10,000	10,000
100-061-4110-00-53-1270	FUEL	850	2,905	2,800	2,800	2,800
100-061-4110-00-54-2400	COMPUTERS	800	102	800	600	600
	Hardware maintenance cost share			800	600	600
Dept: PUBLIC WORKS ADMIN		\$252,602	\$253,406	\$302,247	\$295,372	\$295,372



City of Hinesville Fiscal Year 2026 Expenditures

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 540 - SOLID WASTE/SANITATION FUND						
<i>Dept: 061 - PUBLIC WORKS ADMIN</i>						
540-061-4110-00-52-1110	OPERATIONS AND MAINT CONTRACT	228,289	210,809	268,347	266,372	266,372
540-061-4110-00-52-2201	OFFICE EQUIPMENT MAINT	250	561	600	600	600
	Annual Copier Maintenance			600	600	600
540-061-4110-00-52-2204	REPAIRS & IMPROVEMENTS	3,350	3,283	4,250	4,250	4,250
	General Repairs			1,200	1,200	1,200
	Annual HVAC Service			400	400	400
	Annual generator service			500	500	500
	Annual fire extinguisher inspections			1,250	1,250	1,250
	Annual fire alarm system inspection and repair			900	900	900
540-061-4110-00-52-2205	BUILDING MAINTENANCE	1,700	315	2,250	2,250	2,250
	Floor service for Admin and Ops buildings			2,000	2,000	2,000
	Exterminator services			250	250	250
540-061-4110-00-52-2206	VEHICLE REPAIRS AND MAINT	800	1,236	800	800	800
540-061-4110-00-52-3200	COMMUNICATIONS	4,800	5,046	4,800	4,800	4,800
540-061-4110-00-53-1101	OFFICE SUPPLIES	1,000	427	1,000	1,000	1,000
540-061-4110-00-53-1102	JANITORIAL SUPPLIES	1,300	2,036	1,000	1,000	1,000
540-061-4110-00-53-1103	DEPT OPERATING EXPENSE	463	0	5,600	900	900
	Annual fire alarm system monitoring and maintenance			900	900	900
	Ice machine (replacement)			1,800	0	0
	AED devices (4 @ \$2500 each)			2,500	0	0
	Admin desk			400	0	0
540-061-4110-00-53-1230	UTILITIES - ELECTRICITY	9,000	9,687	10,000	10,000	10,000
540-061-4110-00-53-1270	FUEL	850	2,861	2,800	2,800	2,800
540-061-4110-00-54-2400	COMPUTERS	800	0	800	600	600
	Hardware maintenance cost share			800	600	600
Dept: PUBLIC WORKS ADMIN		\$252,602	\$236,261	\$302,247	\$295,372	\$295,372



City of Hinesville Fiscal Year 2026 Expenditures

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 575 - STORM WATER UTILITY						
<i>Dept: 061 - PUBLIC WORKS ADMIN</i>						
575-061-4110-00-52-1101	OFFICE SUPPLIES	1,000	427	1,000	700	700
575-061-4110-00-52-1300	OUTSIDE SERVICES	500	0	500	500	500
	Soil sampling for street sweeping debris			500	500	500
575-061-4110-00-52-2201	OFFICE EQUIPMENT MAINT	250	561	600	600	600
	Annual copier maintenance agreement			600	600	600
575-061-4110-00-54-2400	COMPUTER HARDWARE	800	0	800	600	600
	Hardware maintenance cost share			800	600	600
575-061-4250-00-52-1280	OPERATIONS AND MAINT CONTRACT	228,289	210,809	268,347	266,372	266,372
575-061-4250-00-52-2204	REPAIRS/IMPROVEMENTS	3,350	2,391	4,250	4,250	4,250
	General repairs			1,200	1,200	1,200
	Annual HVAC service			400	400	400
	Annual generator service			500	500	500
	Annual fire alarm system inspection and repair			900	900	900
	Annual fire extinguisher inspection			1,250	1,250	1,250
575-061-4250-00-52-2205	BUILDING MAINTENANCE	1,700	301	2,250	2,250	2,250
	Floor service for Admin and Ops buildings			2,000	2,000	2,000
	Exterminator services			250	250	250
575-061-4250-00-52-2206	VEHICLE REPAIRS AND MAINT	800	0	800	800	800
575-061-4250-00-52-3200	COMMUNICATIONS	4,800	5,782	4,800	4,800	4,800
575-061-4250-00-53-1102	JANITORIAL SUPPLIES	1,300	2,036	1,000	1,000	1,000
575-061-4250-00-53-1103	DEPT OPERATING EXPENSE	463	0	5,600	900	900
	Annual fire alarm system monitoring and maintenance			900	900	900
	Ice machine (replacement)			1,800	0	0
	AED devices (4 @ \$2500)			2,500	0	0
	Admin desk			400	0	0
575-061-4250-00-53-1230	UTILITIES - ELECTRICITY	9,000	9,687	10,000	10,000	10,000
575-061-4250-00-53-1270	FUEL	850	2,861	2,800	2,800	2,800
Dept: PUBLIC WORKS ADMIN		\$253,102	\$234,855	\$302,747	\$295,572	\$295,572

STREET DEPARTMENT (GENERAL FUND) and DRAINAGE DEPARTMENT (STORMWATER UTILITY FUND)

DEPARTMENT PROFILE

The Public Works Street Department (General Fund) works with the Drainage Department (Stormwater Utility Fund). They maintain and repair paved roads, unpaved roads, concrete sidewalks, concrete curb and gutter, and storm drain pipe. This department also mows major City road rights-of-way, maintains ditches, sweeps curb and gutter streets once a week, trims trees, remove dead trees in City rights-of way, installs traffic signs and repairs City owned street lights. The Street and Drainage Department is responsible for the maintenance of the property referred to as Bryant Commons to include the stormwater features associated with the two ponds and maintains the three fountains in the ponds. In addition, this department is responsible for the placement and removal of flags during City specified occasions; placement and removal of Christmas decorations; and the set up and removal of equipment for local parades and other downtown events.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget
Public Works Manager	0.25	General Fund \$ 579,579
Supervisor Streets/Drainage	1.00	Stormwater Utility Fund 769,845
Heavy Equipment Operator	5.00	
Light Equipment Operator	4.00	
Utility Worker	2.00	
Total	12.25	

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Street Department (General Fund) and the Drainage Department (Stormwater Utility Fund) can be found on the next pages.

WORKLOAD STATISTICS:

- 8,286 miles of streets swept annually
- 5,289 storm structures
- 74.68 miles of culver
- 83.37 miles of ditch
- 3.76 miles of flumes
- 90 pond structures
- 153.09 miles of road
- 4,650 signs
- 104.52 miles of sidewalk
- 107.77 miles of curb and gutter (both or single side)

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 100 - GENERAL FUND						
<i>Dept: 063 - STREET DEPT</i>						
100-063-4210-00-52-1280	OPERATIONS AND MAINT CONTRACT	497,632	458,684	583,876	579,579	579,579
100-063-4210-00-52-2204	REPAIRS & IMPROVEMENTS	69,500	48,091	59,500	59,500	59,500
	General repairs			12,000	12,000	12,000
	Street signs replacement			10,000	10,000	10,000
	Tree removal			15,000	15,000	15,000
	Concrete, asphalt, aggregate			22,500	22,500	22,500
100-063-4210-00-52-2206	VEHICLE REPAIRS AND MAINT	42,275	58,102	242,275	42,275	42,275
	Vehicle repairs			42,000	42,000	42,000
	Vehicle impact fee			275	275	275
	Refurbish pro-patch truck			200,000	0	0
100-063-4210-00-52-2320	EQUIPMENT RENTAL	29,000	22,297	24,000	24,000	24,000
100-063-4210-00-52-3200	COMMUNICATIONS	725	0	725	725	725
100-063-4210-00-53-1103	DEPT OPERATING EXPENSE	0	2,675	52,050	47,550	47,550
	Weed Eaters (5 replacements @ \$650 each)			3,250	3,250	3,250
	Edgers (5 replacements @ \$600 each)			3,000	3,000	3,000
	Backpack blowers (4 replacements @ \$700 each)			2,800	2,800	2,800
	Trailer (replacement)			4,500	4,500	4,500
	Flags and poles (40 replacements)			4,500	0	0
	Christmas decorations (replacements)			30,000	30,000	30,000
	Chainsaws (2 replacements @ \$1000 each)			2,000	2,000	2,000
	Hand tools for road maintenance			2,000	2,000	2,000
100-063-4210-00-53-1270	FUEL	32,300	7,901	20,000	20,000	20,000
100-063-4210-00-54-2200	PROPERTY/EQUIPMENT	62,581	58,794	17,500	17,500	17,500
	72 inch ZTR mower (replacement)			17,500	17,500	17,500
100-063-4260-00-52-1285	PROFESSIONAL-SERVICES	20,500	9,384	22,000	22,000	22,000
	Traffic signals			16,000	16,000	16,000
	Downtown lights maintenance			6,000	6,000	6,000
100-063-4260-00-53-1230	STREET/TRAFFIC LIGHTS	928,000	754,364	815,000	928,040	928,040
Dept: STREET DEPT		\$1,682,513	\$1,420,292	\$1,836,926	\$1,741,169	\$1,741,169

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 575 - STORM WATER UTILITY						
<i>Dept: 066 - DRAINAGE</i>						
575-066-1575-00-52-1225	PROF SVC-ENGINEERING	0	159,393	15,000	15,000	15,000
575-066-4250-00-52-1210	PROFESSIONAL SERVICES	75,000	52,909	100,000	75,000	75,000
	Street sweeping debris screening			100,000	75,000	75,000
575-066-4250-00-52-1280	OPERATIONS AND MAINT CONTRACT	660,736	609,262	775,553	769,845	769,845
575-066-4250-00-52-2204	REPAIRS AND IMPROVEMENTS	23,500	14,392	22,500	22,500	22,500
	Concrete, crusher run, rip rap			1,500	1,500	1,500
	Storm drain replacement lids			1,000	1,000	1,000
	Emergency storm drain projects			20,000	20,000	20,000
575-066-4250-00-52-2206	VEHICLE REPAIRS AND MAINT	106,730	136,726	145,000	145,000	145,000
	Vehicle repairs			130,000	130,000	130,000
	Set of tires for Spyder (4 tires replacements)			15,000	15,000	15,000
575-066-4250-00-52-2320	EQUIPMENT RENTAL	1,000	0	1,000	1,000	1,000
575-066-4250-00-52-3110	INSURANCE - GENERAL	30,635	42,905	50,925	48,781	48,781
575-066-4250-00-52-3200	COMMUNICATIONS	2,200	1,649	2,200	2,200	2,200
575-066-4250-00-53-1103	DEPARTMENT OPERATING EXPENSE	3,000	882	2,500	2,500	2,500
	Battery chain saws for ditch spyder ops (2 @ \$1,250 each)			2,500	2,500	2,500
575-066-4250-00-53-1110	CHEMICALS	750	0	0	0	0
575-066-4250-00-53-1270	FUEL	50,000	22,136	40,000	40,000	40,000
575-066-4250-00-54-2200	PROPERTY AND EQUIP	85,345	90,083	785,000	0	0
	Ditch Spyder (replacement)			700,000	700,000	700,000
	. finance purchase Ditch Spyder			0	-700,000	(700,000)
	. finance purchase Ditch Spyder			0	0	0
	Skid steer loader			85,000	0	0
575-066-4250-00-56-1000	DEPRECIATION EXPENSE	291,480	0	246,470	314,156	314,156
	GEFA loan			133,980	133,980	133,980
	2023 Spyder financing			72,392	72,392	72,392
	2024 Street sweeper financing			40,098	40,098	40,098
	2026 Spyder financing			0	67,686	67,686
Dept: DRAINAGE		\$1,330,376	\$1,130,337	\$2,186,148	\$1,435,982	\$1,435,982

PARKS & GROUNDS (GENERAL FUND)

DEPARTMENT PROFILE

The Public Works Parks and Grounds department maintains the City's four neighborhood parks (playgrounds), City Parks (Bradwell Park, Main Street Park, Veterans Park, Irene B. Thomas Park, Krebs Park and Bryant Commons), traffic islands, the traffic circle and Memorial Drive corridor. This department also maintains the grounds of City owned facilities such as City Hall, the Law Enforcement Center, Fire Department and the Public Works facility. In addition, this department is responsible for the streetscape plantings and landscaping. Parks and Grounds is also responsible for the City's mosquito control.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget	
Public Works manager	0.25	General Fund	\$ 593,730
Supervisor Parks & Grounds	1.00		
Team Leader	1.00		
Equipment Operator	1.00		
Parks & Grounds Technician	6.00		
Mosquito Control Supervisor	1.00		
Total	10.25		

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Parks & Grounds Department (General Fund) can be found on the next pages.

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 100 - GENERAL FUND						
<i>Dept: 064 - PARKS & GROUNDS</i>						
100-064-6210-00-52-1270	OPERATIONS AND MAINT CONTRACT	485,424	447,873	625,736	593,730	593,730
100-064-6210-00-52-2204	REPAIRS & IMPROVEMENTS	13,500	14,145	10,500	10,500	10,500
	General repairs			7,500	7,500	7,500
	Memorial Drive irrigation repair supplies			1,000	1,000	1,000
	Splashpad repairs			2,000	2,000	2,000
100-064-6210-00-52-2206	VEHICLE REPAIRS/MAINT	32,500	39,368	32,500	32,500	32,500
100-064-6210-00-52-3200	COMMUNICATIONS	1,180	1,018	1,100	1,100	1,100
100-064-6210-00-53-1103	DEPT OPERATING EXPENSE	5,600	18,254	5,700	0	0
	Weed eaters (4 replacements @ \$650 each)			2,600	0	0
	Edgers (3 replacements @ \$600 each)			1,800	0	0
	Back pack blowers (2 replacements @ \$650 each)			1,300	0	0
100-064-6210-00-53-1110	GEN SUPPLIES - CHEMICALS	5,900	4,037	5,800	5,800	5,800
	Splashpad chemicals			1,800	1,800	1,800
	Landscape chemicals			4,000	4,000	4,000
100-064-6210-00-53-1230	UTILITIES-IRENE B THOMAS PARK	12,375	9,196	14,800	14,800	14,800
	Irene Thomas Park			3,800	3,800	3,800
	Krebs Park			11,000	11,000	11,000
100-064-6210-00-53-1270	FUEL	30,750	20,054	27,500	27,500	27,500
100-064-6210-00-54-2200	PROPERTY/EQUIPMENT	126,645	71,917	10,000	0	0
	60 inch ZTR mower replacement			10,000	0	0
100-064-6220-00-52-2140	LANDSCAPING	13,900	11,811	13,900	10,000	10,000
	Landscape materials			10,000	10,000	10,000
	Mulch			2,250	0	0
	Playground bark			1,650	0	0
Dept: PARKS & GROUNDS		\$727,774	\$637,673	\$747,536	\$695,930	\$695,930

VEHICLE MAINTENANCE (GENERAL FUND)

DEPARTMENT PROFILE

The Vehicle Maintenance Department (General Fund) maintains all City vehicles, heavy equipment and small equipment (such as lawn mowers and pumps). This department supplies all labor and each department is billed for the parts used. This department is responsible for ordering all parts and supplies needed and is also responsible for ordering fuel, maintaining the fuel island and issuing fuel keys. This department issues monthly fuel reports and vehicle maintenance reports to each department and answers questions as necessary. This department is responsible for ensuring all City vehicles are input in the fleet maintenance software. This department is also responsible for the entry and closure of the work orders for each maintenance activity performed on City equipment and rolling stock.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget
Public Works Manager	0.25	General Fund \$ 499,570
ASE Fleet Maintenance Supervisor	1.00	
Vehicle Maintenance Specialist	2.00	
Vehicle Maintenance Mechanic	2.00	
Service Manager	0.50	
Total	5.75	

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Vehicle Maintenance Department (General Fund) can be found on the next pages.

The fleet maintenance software being used by the current contractor is not owned or licensed by the City of Hinesville.

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 100 - GENERAL FUND						
<i>Dept: 065 - VEHICLE MAINTENANCE</i>						
100-065-1535-00-54-2400	COMPUTER SOFTWARE	5,800	4,245	4,500	4,500	4,500
	Scan Tool updates			3,000	3,000	3,000
	Electronic shop manuals			1,500	1,500	1,500
100-065-4800-00-52-1270	OPERATIONS AND MAINT CONTRACT	428,563	395,364	503,274	499,570	499,570
100-065-4800-00-52-2204	REPAIRS & IMPROVEMENTS	4,000	2,800	5,800	5,800	5,800
	General shop repairs			4,000	4,000	4,000
	Shop lift certifications			1,800	1,800	1,800
100-065-4800-00-52-2206	VEHICLE REPAIRS/MAINT	11,050	11,970	5,550	5,550	5,550
	Vehicle repairs			5,500	5,500	5,500
	Highway impact fees			50	50	50
100-065-4800-00-52-2208	FUEL ISLAND REPAIRS AND MAINT	6,000	5,812	9,000	9,000	9,000
	Fuel island annual inspection			1,500	1,500	1,500
	Fuel island general repairs			7,500	7,500	7,500
100-065-4800-00-52-3200	COMMUNICATIONS	725	280	725	725	725
100-065-4800-00-53-1103	DEPARTMENT OPERATING EXPENSE	58,200	26,775	30,300	22,100	22,100
	Shop supplies			2,000	2,000	2,000
	Welding supplies			1,200	1,200	1,200
	Tire repair supplies			1,800	1,800	1,800
	Oil and water seperator			12,000	12,000	12,000
	Porta cool machine for shop			5,700	0	0
	Heavy duty torque wrench set			3,600	3,600	3,600
	Heavy duty work tables			2,500	0	0
	Lockable storage cabinet for diagnostic tools			1,500	1,500	1,500
100-065-4800-00-53-1270	FUEL	5,290	1,343	3,000	3,000	3,000
100-065-4800-00-54-2200	PROPERTY/EQUIPMENT	0	0	123,500	23,500	23,500
	Tire balancing machine (replacement)			23,500	23,500	23,500
	Mobile Heavy Duty column lift for large trucks			100,000	0	0
Dept: VEHICLE MAINTENANCE		\$519,628	\$448,589	\$685,649	\$573,745	\$573,745

SANITATION (SOLID WASTE FUND)

DEPARTMENT PROFILE

The Sanitation Department (Solid Waste Fund) is responsible for the collection and disposal of residential and some commercial putrescible garbage in the City of Hinesville and a limited number of households outside of the city limits. In addition, this department collects and disposes of yard waste and other trash. The City uses roll out carts for 1 time a week collection; however, there are some customers who have multiple collections per week. This department is also responsible for the grinding and disposal of the yard waste material. The City of Hinesville's Sanitation department works Monday through Friday **including** holidays.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget
Public Works Manager	0.25	Solid Waste Fund \$ 2,561,749
Sanitation Manager	1.00	
Equipment Operators	13.00	
Sanitation Workers	15.00	
Total	29.25	

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Sanitation Department (Solid Waste Fund) can be found on the next pages.

WORKLOAD STATISTICS:

In fiscal year 2025:

- 14,435 tons of garbage were collected
- 27,525 cubic yards of waste were collected

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 540 - SOLID WASTE/SANITATION FUND						
<i>Dept: 062 - SANITATION-TRASH</i>						
540-062-4510-00-52-1270	OPERATIONS AND MAINT CONTRACT	2,035,465	1,877,206	2,579,334	2,561,749	2,561,749
540-062-4510-00-52-1320	GRINDING/SCREENING SERVICES	75,000	45,250	100,000	75,000	75,000
540-062-4510-00-52-2110	DISPOSAL FEE	730,000	606,036	730,000	730,000	730,000
540-062-4510-00-52-2206	REPAIRS/MAINT - VEHICLE	201,350	263,886	221,350	221,350	221,350
	Vehicle repairs			220,000	220,000	220,000
	Highway impact fee			1,350	1,350	1,350
540-062-4510-00-52-3110	INSURANCE - GENERAL	32,733	115,808	44,149	41,183	41,183
540-062-4510-00-52-3200	COMMUNICATIONS	3,300	2,627	3,500	3,500	3,500
540-062-4510-00-53-1103	DEPARTMENT OPERATING EXPENSE	2,300	3,508	2,300	2,300	2,300
	Hand tools for trucks			1,800	1,800	1,800
	Grass seed for site repairs			200	200	200
	General operating supplies			300	300	300
540-062-4510-00-53-1270	FUEL	137,125	94,279	138,000	138,000	138,000
540-062-4510-00-54-2200	PROPERTY AND EQUIPMENT	0	529,946	0	0	0
540-062-4510-00-54-2500	POLYCARTS	84,000	73,133	108,576	108,576	108,576
	Polycarts (3 loads or 1,872 carts @ \$58 each)			108,576	108,576	108,576
540-062-4510-00-56-1000	DEPRECIATION EXPENSE	55,052	0	137,293	142,698	142,698
	2024 Garbage truck financing			36,758	36,758	36,758
	2025 Garbage truck & Dry Trash Truck financing			56,907	105,940	105,940
	2025 Dry trash truck financing			43,628	0	0
540-062-8000-00-58-2100	INTEREST EXPENSE	13,463	0	32,068	11,729	11,729
	2024 Garbage truck financing			11,729	11,729	11,729
	2025 Garbage truck financing			11,513	0	0
	2025 Dry trash truck financing			8,826	0	0
Dept: SANITATION-TRASH		\$3,369,788	\$3,611,679	\$4,096,570	\$4,036,085	\$4,036,085

PUBLIC UTILITIES ADMINISTRATION (WATER & SEWER FUND)

DEPARTMENT PROFILE

The Public Utilities Administration Department provides administrative functions such as processing invoice payments, the input of requisitions, ordering office and other operating supplies, answering telephones, etc. In addition, the Health and Safety Manager and the Director of the project are allocated to the administration of the Public Works and Public Utilities departments.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget	
Assistant Director	1.00	Water & Sewer Fund	\$ 360,042
Office Assistant	1.00		
Total	2.00		

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Public Utilities Administration (Water & Sewer Fund) can be found on the next pages.

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 505 - WATER AND SEWER FUND						
<i>Dept: 071 - PUBLIC UTILITIES ADMIN</i>						
505-071-4410-00-52-1120	OPERATIONS AND MAINT CONTRACT	311,228	284,939	362,711	360,042	360,042
505-071-4410-00-52-2201	OFFICE EQUIPMENT MAINT	545	561	600	600	600
	Annul copier maintenance agreement			600	600	600
505-071-4410-00-52-2204	REPAIRS & IMPROVEMENTS	3,100	2,241	4,250	4,250	4,250
	General Repairs			1,200	1,200	1,200
	Annual HVAC service			400	400	400
	Annual generator service			500	500	500
	Annual fire extenguisher inspections			1,250	1,250	1,250
	Annual fire alarm system inspection and repair			900	900	900
505-071-4410-00-52-2205	BUILDING MAINTENANCE	1,700	301	2,200	2,200	2,200
	Floor services for Admin and Ops buildings			2,000	2,000	2,000
	Exterminator services			200	200	200
505-071-4410-00-52-3200	COMMUNICATIONS	4,800	5,046	4,800	4,800	4,800
505-071-4410-00-53-1101	OFFICE SUPPLIES	2,000	427	1,000	1,000	1,000
505-071-4410-00-53-1102	JANITORIAL SUPPLIES	1,300	2,036	1,000	1,000	1,000
505-071-4410-00-53-1103	DEPARTMENT OPERATING EXPENSE	463	0	3,150	250	250
	Annual fire alarm system monitoring			250	250	250
	AED Device (4 units @ \$2500 each)			2,500	0	0
	Admin desk			400	0	0
505-071-4410-00-53-1230	UTILITIES	9,200	9,687	11,500	11,500	11,500
505-071-4410-00-53-1270	FUEL	0	0	0	0	0
505-071-4410-00-54-2400	COMPUTER	800	0	800	600	600
	Hardware maintenance costs share			800	600	600
Dept: PUBLIC UTILITIES ADMIN		\$335,136	\$305,238	\$392,011	\$386,242	\$386,242

METER READING & MAINTENANCE (WATER & SEWER FUND)

DEPARTMENT PROFILE

The Meter Reading & Maintenance (Water & Sewer Fund) Department reads the meters of approximately 15,700 City water, reuse, and sewer customers each month. The City has FlexNet AMR and touch read meters. The meters are read by the 10th day of the month. This department is responsible customer service functions for City Hall which includes customer connections and disconnections, accuracy tests and re-reads, delinquent disconnects and reconnects, meter replacement and meter leak repairs. This department also performs various meter testing functions.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget	
Utilities Manager	0.25	Water & Sewer Fund	\$ 574,701
Meter Reader Supervisor	1.00		
Senior Meter Reader	1.00		
Meter Readers	4.00		
Total	6.25		

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Meter Reading & Maintenance (Water & Sewer Fund) can be found on the next pages.

WORKLOAD STATISTICS:

- 684 meters reread last year
- 3,180 service disconnections last year
- 3,408 service reconNECTIONS last year
- Approximately 1,100 meters replaced annually

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 505 - WATER AND SEWER FUND						
<i>Dept: 072 - METER READING & MAINTENANCE</i>						
505-072-1535-00-52-2204	SOFTWARE UPDATES	32,500	24,711	32,500	32,500	32,500
	AutoRead software updates			2,500	2,500	2,500
	FlexNet software updates			30,000	30,000	30,000
505-072-4410-00-52-2204	REPAIRS & IMPROVEMENTS	18,750	11,386	21,000	21,000	21,000
	General repairs			3,000	3,000	3,000
	Recessed meter box lids (250 @ \$40 each)			10,000	10,000	10,000
	Meter box upper sections (100 @ \$80 each)			8,000	8,000	8,000
505-072-4410-00-52-2206	VEHICLE REPAIRS/MAINT	3,000	3,546	4,000	4,000	4,000
505-072-4410-00-53-1270	FUEL	13,000	10,343	14,000	14,000	14,000
505-072-4410-00-54-2200	PROPERTY/EQUIPMENT	35,000	38,378	0	0	0
505-072-4440-00-52-1270	OPERATIONS AND MAINT CONTRACT	492,913	454,823	578,962	574,701	574,701
505-072-4440-00-52-3200	COMMUNICATIONS	900	1,667	900	900	900
505-072-4440-00-53-1103	DEPARTMENT OPERATING EXPENSE	3,000	0	2,400	0	0
	Handheld scanners (4 @ \$600 each)			2,400	0	0
505-072-4440-00-54-2500	METERS - REPLACEMENT	370,000	254,307	300,000	300,000	300,000
505-072-4440-00-54-2505	METERS - NEW POTABLE	180,000	181,690	230,000	210,000	210,000
505-072-4440-00-54-2510	METERS - NEW RE-USE	120,000	96,251	120,000	120,000	120,000
Dept: METER READING & MAINTENANCE		\$1,269,063	\$1,077,102	\$1,303,762	\$1,277,101	\$1,277,101

CONSTRUCTION MAINTENANCE (WATER & SEWER FUND)

DEPARTMENT PROFILE

The Construction Maintenance Department (Water & Sewer Fund) is responsible for the operations and maintenance for the water distribution and wastewater collection system for the City (excluding the liftstations). They perform leak repair, new water service taps, new meter installation, fire hydrant repair and maintenance, sewer line cleaning, sewer line repairs, manhole repairs, new sewer tap installation and line location with the Georgia 811 System.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget	
Utilities Manager	0.25	Water & Sewer Fund	\$ 672,273
Maintenance Supervisor	1.00		
Equipment Operator	2.00		
Light Equipment Operator	1.00		
Collections Systems Operator	3.00		
Total	7.25		

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Construction Maintenance (Water & Sewer Fund) can be found on the next pages.

WORKLOAD STATISTICS:

- 217.41 miles of water main
- 63 miles of NPRL
- 186.61 miles of sewer main
- 1,519 fire hydrants

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 505 - WATER AND SEWER FUND						
<i>Dept: 073 - CONSTRUCTION & MAINTENANCE</i>						
505-073-4410-00-52-1270	OPERATIONS AND MAINT CONTRACT	576,687	532,043	677,257	672,273	672,273
505-073-4410-00-52-2204	REPAIRS & IMPROVEMENTS	75,000	120,519	82,000	82,000	82,000
	General repairs			60,000	60,000	60,000
	Emergency repair project			10,000	10,000	10,000
	Fire hydrants (6 @ \$2000 each)			12,000	12,000	12,000
505-073-4410-00-52-2206	VEHICLE REPAIRS/MAINT	35,200	28,492	35,200	35,200	35,200
	Vehicle repairs			35,000	35,000	35,000
	Highway impact fee			200	200	200
505-073-4410-00-52-3200	COMMUNICATIONS	800	662	800	800	800
505-073-4410-00-53-1103	DEPARTMENT OPERATING EXPENSE	25,000	13,338	24,000	14,000	14,000
	Paint and flags for line locations			4,000	4,000	4,000
	Replacement rodder hoses for vac trucks (2 @ \$5000 each)			10,000	10,000	10,000
	Suction pipes and nozzles for vac trucks			8,000	0	0
	Metal detectors (2 @ \$1000 each)			2,000	0	0
505-073-4410-00-53-1270	FUEL	23,500	13,749	15,000	15,000	15,000
505-073-4410-00-54-2200	PROPERTY/EQUIPMENT	178,800	74,761	242,000	67,000	67,000
	Backhoe (1 replacement for 2 units)			175,000	0	0
	4x4 3/4 ton service truck (replacement for 3328)			67,000	67,000	67,000
Dept: CONSTRUCTION & MAINTENANCE		\$914,987	\$783,564	\$1,076,257	\$886,273	\$886,273

WATER PRODUCTION (WATER & SEWER FUND)

DEPARTMENT PROFILE

The Water Production Department (Water & Sewer Fund) is responsible for the operation of the City's 5 water wells to include chemical feed management. They also operate the City's state certified drinking water lab. They perform all bacteria testing analysis on the City's water system and the City's outside customers. They perform all the required monthly sampling and reporting for the water system to EPD. In addition, they do pressure and flow test on the City's water system when requested for new development.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget	
Utilities Manager	0.25	Water & Sewer Fund	\$ 409,804
Lead Operator	1.00		
Operator	1.00		
Total	2.25		

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Water Production (Water & Sewer Fund) can be found on the next pages.

WORKLOAD STATISTICS:

The City produced 1,596,971,000 gallons of water in calendar year 2025.

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 505 - WATER AND SEWER FUND						
<i>Dept: 074 - WATER PRODUCTION</i>						
505-074-1535-00-54-2400	SOFTWARE UPDATES	5,000	3,776	5,000	0	0
	VT SCADA annual license			5,000	0	0
505-074-4410-00-52-2206	VEHICLE REPAIRS/MAINT	1,200	851	1,200	1,200	1,200
505-074-4410-00-53-1103	DEPT OPERATING EXPENSE	0	226	0	0	0
505-074-4420-00-52-1270	OPERATIONS AND MAINT CONTRACT	352,004	324,322	412,842	409,804	409,804
505-074-4420-00-52-1300	OUTSIDE SERVICES	10,200	3,255	7,400	7,400	7,400
	Lab proficiency testing			1,400	1,400	1,400
	PFAS6 testing (3 events @ \$2000 each)			6,000	6,000	6,000
505-074-4420-00-52-1340	MAINT/WATER TANK	120,000	130,435	130,435	130,435	130,435
505-074-4420-00-52-2204	REPAIRS/IMPROVEMENTS	22,000	19,061	50,500	50,500	50,500
	General repairs			15,000	15,000	15,000
	Pull and inspect Airport Road well pump			25,000	25,000	25,000
	Annual flow meters and instrument calibrations			4,500	4,500	4,500
	Annual lab equipment calibrations			1,000	1,000	1,000
	Annual generator services (5 units)			5,000	5,000	5,000
505-074-4420-00-52-3200	COMMUNICATIONS	780	315	780	780	780
505-074-4420-00-53-1103	DEPARTMENT OPERATING EXPENSE	15,360	11,504	22,140	10,840	10,840
	Pocket colorimeters (2 @ \$600 each)			1,200	0	0
	CL17 reagent kits (48 @ \$120 each)			5,760	5,760	5,760
	CL17 service kits (16 @ \$255 each)			4,080	4,080	4,080
	Lab incubators (2 replacements @ \$2250 each)			4,500	0	0
	Chlorine ejectors (2 @ \$800 each)			1,600	0	0
	Chlorinators (2 replacements @ \$2000 each)			4,000	0	0
	Lubricants			1,000	1,000	1,000
505-074-4420-00-53-1105	LAB SUPPLIES	12,000	15,266	14,000	14,000	14,000
505-074-4420-00-53-1110	GEN SUPPLIES - CHEMICALS	42,000	39,407	50,000	50,000	50,000
505-074-4420-00-53-1230	UTILITIES - ELECTRICITY	123,500	150,662	175,000	175,000	175,000
505-074-4420-00-53-1270	FUEL	11,500	5,647	9,000	8,500	8,500
Dept: WATER PRODUCTION		\$715,544	\$704,727	\$878,297	\$858,459	\$858,459

INFLOW & INFILTRATION (WATER & SEWER FUND)

DEPARTMENT PROFILE

The Inflow & Infiltration Department (Water & Sewer Fund) is responsible for the pro-active inspection of all the City's manhole inventory and CCTV of the sewer lines to identify leakage into the system or need for repairs.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget
Utilities Manager	0.25	Water & Sewer Fund \$ 144,407
GIS Technician	1.00	
Total	1.25	

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Inflow & Infiltration (Water & Sewer Fund) can be found on the next pages.

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 505 - WATER AND SEWER FUND						
Dept: 075 - INFLOW & INFILTRATION						
505-075-4410-00-52-1260	OPERATIONS AND MAINT CONTRACT	123,992	114,285	145,478	144,407	144,407
505-075-4410-00-52-2204	REPAIRS/IMPROVEMENTS	70,000	3,983	70,000	70,000	70,000
	Manhole rehab and repairs			70,000	70,000	70,000
505-075-4410-00-54-2500	OTHER EQUIPMENT	0	0	450,000	0	0
	CCTV sewer camera truck and equipment (replacement)			450,000	450,000	450,000
	. finance purchase of camera truck			0	-450,000	(450,000)
Dept: INFLOW & INFILTRATION		\$193,992	\$118,268	\$665,478	\$214,407	\$214,407

WASTEWATER TREATMENT PLANT (WWTP) & WATER RECLAMATION FACILITY (WRF) (WATER & SEWER FUND)

DEPARTMENT PROFILE

The Wastewater Treatment Plant and the Water Reclamation Facility (Water Sewer Fund) are the City's two waste water treatment facilities. The personnel in these departments are responsible for the operation and maintenance of these facilities and complying with the permitting requirements. Both of these facilities are four basin SBR facilities with retrievable diffusers, which is preceded by mechanical screens and grit removal, and each of the SBR basins are followed by Aqua cloth media filters and trojan UV systems. Solids handling is by aerobic digestion and belt filter press for drying and disposal preparation. Replacement of the retrievable diffuser aeration system is in the works but will take some time. The proposer will be expected to maintain the retrievable diffusers with regular maintenance in accordance with Aqua Aerobics Operation and Maintenance recommendations until the diffusers can be replaced with disk aeration units. Both plants are expected to be expanded to meet flow projections.

Following is a brief summary of each facility.

The facility is located on Ft Stewart and is jointly owned by Ft Stewart and the City of Hinesville. All of the City of Hinesville flow treated at this facility is collected in the eastern section of town and is pumped through a 24" PVC pipe to the Ft Stewart facility. The City of Hinesville operates the facility and provides wastewater treatment service to Ft Stewart under a utility service contract. The plant is designed for an average capacity of 7.15 MGD with peak design at 14.3 MGD. The current effluent limits for the plant is 5.0 BOD5, 1.0 mg/l NH3N and 5.0 mg/l DO. Current average flow at this facility is approximately 5.3 MGD. The NPDES permit number for the Fort Stewart facility is GA0047180.

The Water Reuse Facility (WRF) is located in the western section of town and feeds the City's purple pipe system that serves residential, commercial customers in the City and provides reuse water to the golf course and central energy facility on Ft Stewart. As a backup to the reuse system the City has discharge to Taylors Creek on Ft Stewart. The WRF is a 2.0 MGD Sequential Batch Reactor with cloth media filters and UV disinfection. The plant is also capable of feeding chlorine for trace determination in reuse water provided to reuse customers. When constructed in 2007, additional tankage and facilities were included to make the plant easily expandable to 4.0 MGD. Current flow at the WRF is an average of 1.477 MGD. A CMAR has been awarded to expand the plant from 2.0 MGD to 40 MGD. It is expected that construction for this expansion will begin in the Summer and be complete in March 2028. The NPDES permit number for the WRF is GA0038792. This Permit contains a B-2 provision permitting the plant to discharge 4.0 MGD to Taylors Creek after the expansion is complete.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget
Operations Manager	1.00	WSF – WWTP \$ 1,003,043
Operations Supervisor	1.00	WSF – WRF 641,050
Lab Analyst	1.00	
Operator	4.00	
Operator in Training	2.00	
Total	9.00	

LOCATION: Hero Road, Ft. Stewart, Georgia (*Waste water Treatment Plant*)
623 JV Road, Hinesville, Georgia (WRF)

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Wastewater Treatment Plant and the Water Reclamation Facility (Water & Sewer Fund) can be found on the next pages.

WORKLOAD STATISTICS:

Hinesville/Fort Stewart WPCP

Month	Rain	Ft Stewart	Hinesville	Total
Jan	0.8	62.166000	97.065000	159.231000
Feb	2.1	56.064000	87.729000	143.793000
Mar	4.4	66.308000	99.963000	166.271000
Apr	0.8	56.122000	86.711000	142.833000
May	0.6	59.512000	90.318000	149.830000
Jun	12.4	71.899000	91.684000	163.583000
Jul	7.8	73.654000	95.105000	168.759000
Aug	11.3	99.942000	122.161000	222.103000
Sep	0.3	72.375000	102.418000	174.793000
Oct	2.4	64.693000	94.523000	159.216000
Nov	0.2	59.278000	84.805000	144.083000
Dec	2.3	57.704000	86.343000	144.047000
total	45.26	799.717000	1,138.825000	1,938.542000

JV ROAD WRF

Month	Rain	Influent Flow	Re-Use Flow	Discharge Flow
Jan	1.30	46.554	7.133	37.426
Feb	1.82	42.932	8.341	33.560
Mar	3.70	48.394	6.942	40.619
Apr	0.45	44.123	12.374	31.426
May	5.93	45.274	14.307	28.095
Jun	5.56	46.437	11.277	32.483
Jul	6.95	45.907	13.914	30.868
Aug	14.10	53.929	12.9747	41.250
Sep	0.40	47.445	14.411	39.5522
Oct	1.98	42.35	5.678	38.893
Nov	0.510	37.695	6.528	31.204
Dec	2.18	38.067	5.357	32.828
total	44.88	539.107	119.237	418.204

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 505 - WATER AND SEWER FUND						
<i>Dept: 076 - WASTE WATER TREATMENT PLANT</i>						
505-076-4430-00-52-1230	PROF SERVICES - WATERSHED	6,550	14,805	9,000	9,000	9,000
505-076-4430-00-52-1260	OPERATIONS AND MAINT CONTRACT	860,454	793,817	1,010,480	1,003,043	1,003,043
505-076-4430-00-52-1300	OUTSIDE SERVICES	27,150	20,995	41,400	41,400	41,400
Outside lab services				19,150	19,150	19,150
DI water system service				6,000	6,000	6,000
Lab balance calibrations				750	750	750
Hazardous materials disposal				8,000	8,000	8,000
Flow meter calibrations				2,000	2,000	2,000
Annual HVAC services				2,500	2,500	2,500
Crane Hoist certifications				2,000	2,000	2,000
Exterminator services				1,000	1,000	1,000
505-076-4430-00-52-2204	REPAIRS/IMPROVEMENTS	307,200	171,880	186,000	148,000	148,000
General repairs				80,000	80,000	80,000
Annual generator services				6,000	6,000	6,000
Disk filter actuators				12,000	12,000	12,000
Filter media replacements				20,000	0	0
Diffusers				50,000	50,000	50,000
SBR blower (replacement)				18,000	0	0
505-076-4430-00-52-2205	BUILDING REPAIRS/MAINT	1,500	0	1,500	1,500	1,500
505-076-4430-00-52-2206	VEHICLE REPAIRS AND MAINT	5,000	7,368	5,000	5,000	5,000
Vehicle repairs				5,000	5,000	5,000
505-076-4430-00-52-2310	FT STEWART LAND LEASE	26,000	26,000	26,000	26,000	26,000
505-076-4430-00-52-3200	COMMUNICATIONS	28,500	20,859	28,500	28,500	28,500
505-076-4430-00-53-1101	OFFICE SUPPLIES	750	0	750	750	750
505-076-4430-00-53-1102	JANITORIAL SUPPLIES	1,000	427	750	750	750
505-076-4430-00-53-1103	DEPARTMENT OPERATING EXPENSE	93,800	25,459	69,000	60,000	60,000
Sludge dumpster liners				9,000	0	0
UV lamps and ballasts				60,000	60,000	60,000
505-076-4430-00-53-1105	LAB SUPPLIES	28,000	10,934	28,000	22,000	22,000
505-076-4430-00-53-1110	GEN SUPPLIES - CHEMICALS	38,000	36,133	38,000	38,000	38,000
505-076-4430-00-53-1230	UTILITIES - ELECTRICITY	595,000	560,137	615,000	615,000	615,000
505-076-4430-00-53-1270	FUEL	17,500	3,852	14,000	10,000	10,000
505-076-4530-00-52-1350	SLUDGE DISPOSAL	450,000	316,201	425,000	425,000	425,000
Dept: WASTE WATER TREATMENT PLANT		\$2,486,404	\$2,008,867	\$2,498,380	\$2,433,943	\$2,433,943

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 505 - WATER AND SEWER FUND						
<i>Dept: 077 - WRF</i>						
505-077-1535-00-54-2400	SOFTWARE UPDATES	4,000	0	0	0	0
505-077-4330-00-52-1230	PROF SERVICES - WATERSHED	26,500	21,610	26,500	26,500	26,500
505-077-4330-00-52-1260	OPERATIONS AND MAINT CONTRACT	550,058	507,332	645,803	641,050	641,050
505-077-4330-00-52-1350	SLUDGE DISPOSAL	110,000	92,744	110,000	110,000	110,000
505-077-4330-00-52-2204	REPAIRS/IMPROVEMENTS	130,000	132,809	97,500	97,500	97,500
	General repairs			80,000	80,000	80,000
	Annual generator service			2,500	2,500	2,500
	Flow meter transducers (2 replacements)			7,000	7,000	7,000
	Chemical feed pumps (replacements)			8,000	8,000	8,000
505-077-4330-00-52-2205	BUILDING REPAIRS AND MAINT	3,000	0	3,000	3,000	3,000
	Floor service			1,500	1,500	1,500
	HVAC annual service			1,500	1,500	1,500
505-077-4330-00-52-2206	VEHICLE REPAIRS AND MAINT	3,000	2,837	3,000	3,000	3,000
505-077-4330-00-53-1103	DEPARTMENT OPERATING EXPENSE	89,000	58,463	59,500	53,500	53,500
	UV lamps			36,500	36,500	36,500
	Dumpster liners			4,000	0	0
	Lubricants			1,000	1,000	1,000
	Disk filter media (replacements)			16,000	16,000	16,000
	DO sensors (4 replacements @ \$500 each)			2,000	0	0
505-077-4330-00-53-1110	GEN SUPPLIES - CHEMICALS	70,000	58,334	70,000	70,000	70,000
505-077-4330-00-53-1230	UTILITIES - ELECTRICITY	175,000	231,672	250,000	250,000	250,000
505-077-4330-00-53-1270	FUEL	1,000	1,132	1,000	1,500	1,500
505-077-4330-00-54-2200	VEHICLES	0	98,383	0	0	0
505-077-4430-00-52-1300	OUTSIDE SERVICES	25,050	20,059	31,300	31,300	31,300
	Outside lab services			18,500	18,500	18,500
	Flow meter calibrations			4,000	4,000	4,000
	WET testing courier services			6,000	6,000	6,000
	Lab balance certification service			600	600	600
	Lab proficiency testing			800	800	800
	DI water system service			1,400	1,400	1,400
505-077-4430-00-53-1105	LAB SUPPLIES	24,000	14,837	24,000	20,000	20,000
Dept: WRF		\$1,210,608	\$1,240,212	\$1,321,603	\$1,307,350	\$1,307,350

LIFTSTATIONS/UTILITY MAINTENANCE (WATER & SEWER FUND)

DEPARTMENT PROFILE

Lift stations/Utility Maintenance Department (Water & Sewer Fund) is responsible for the repair and maintenance (corrective and preventive) of all utility equipment to include all equipment in both wastewater treatment facilities, 57 lift stations and 5 water wells.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget
Service Manager	0.50	Water & Sewer Fund \$ 457,505
I & C Manager	1.00	
Maintenance Supervisor	1.00	
Lead Mechanic	2.00	
Mechanic	4.00	
Total	8.50	

LOCATION: Hero Road, Fort Stewart, Georgia

ISSUES: In addition to managing the contract budget, the contractor is expected to develop and manage the City's departmental, line item budgets. The entire City budget related to the Liftstations/Utility Maintenance (Water & Sewer Fund) can be found on the next pages.

Ledger Account	Description	Prior FY Approved	YTD Expenditures	Current Request	Current Recommended	Current Approved
Fund: 505 - WATER AND SEWER FUND						
<i>Dept: 078 - LIFTSTATIONS</i>						
505-078-4420-00-52-1270	OPERATIONS AND MAINT CONTRACT	313,725	289,573	460,221	457,505	457,505
505-078-4420-00-52-2204	REPAIRS AND MAINTENANCE	333,000	102,854	238,000	228,000	228,000
General repairs				90,000	90,000	90,000
Annual HVAC services				1,000	1,000	1,000
Electrical components for repairs				6,000	6,000	6,000
Level controller (replacement)				10,000	0	0
Emergency generator fuel tank polishing				16,000	16,000	16,000
85hp pump (replacement for Hwy 196 LS)				95,000	95,000	95,000
VFD for HPS (replacement)				20,000	20,000	20,000
505-078-4420-00-52-2206	VEHICLE MAINTENANCE	8,000	7,658	8,000	8,000	8,000
505-078-4420-00-52-3200	COMMUNICATIONS	15,000	13,150	15,000	15,000	15,000
SCADA communications				15,000	15,000	15,000
505-078-4420-00-53-1103	DEPARTMENT OPERATING EXPENSE	9,500	10,038	9,000	1,000	1,000
Float switches (replacements)				5,000	0	0
Lubricants				1,000	1,000	1,000
Tools for service trucks				3,000	0	0
505-078-4420-00-53-1230	UTILITIES - ELECTRICITY	255,000	283,174	255,000	255,000	255,000
505-078-4420-00-53-1270	FUEL	14,800	12,185	20,000	20,000	20,000
505-078-4420-00-54-2200	VEHICLES	120,000	62,161	140,000	140,000	140,000
2 - one-ton 4x4 service trucks (2 @ \$70,000 eac) 1 replacement and 1 addition				140,000	140,000	140,000
505-078-4420-00-54-2500	OTHER EQUIPMENT	0	0	300,000	150,000	150,000
100k portable emergency generator				150,000	150,000	150,000
8 inch portable pump for emergency operations				150,000	0	0
Dept: LIFTSTATIONS		\$1,069,025	\$780,793	\$1,445,221	\$1,274,505	\$1,274,505
Fund: WATER AND SEWER FUND		\$13,104,136	\$8,494,056	\$13,928,881	\$13,043,026	\$13,043,026

TRANSIT MAINTENANCE (TRANSIT FUND)

DEPARTMENT PROFILE

The City's Public Transportation System is funded through the Federal Transit Administration. Our provider is responsible for providing appropriate staffing resources, tools, and diagnostic equipment to perform maintenance and repair, inspections and other services as needed during Liberty Transits hours of operation for 7 Light duty Cutaway and 2 para transit vehicles.

STAFFING PLAN & CURRENT BUDGET

Position Title	Full-Time Equivalent	Fiscal Year 2026 Contract Budget
Mechanic	1.00	Transit \$ 243,228
Utility worker	1.00	
Total	2.00	

LOCATION: 613 E.G. Miles Parkway, Hinesville, Georgia

HOURS OF OPERATION: Monday through Friday from 6am to. Hours are subject to change as service requirements change.

ISSUES: Vehicle preventative maintenance and inspections must be completed by an ASE certified technician. All work must be reviewed and signed off by an ASE Master Technician. The City of Hinesville's preference is for the contractor to have the ability to perform all required services, however, work may be subcontracted only upon approval of the City.

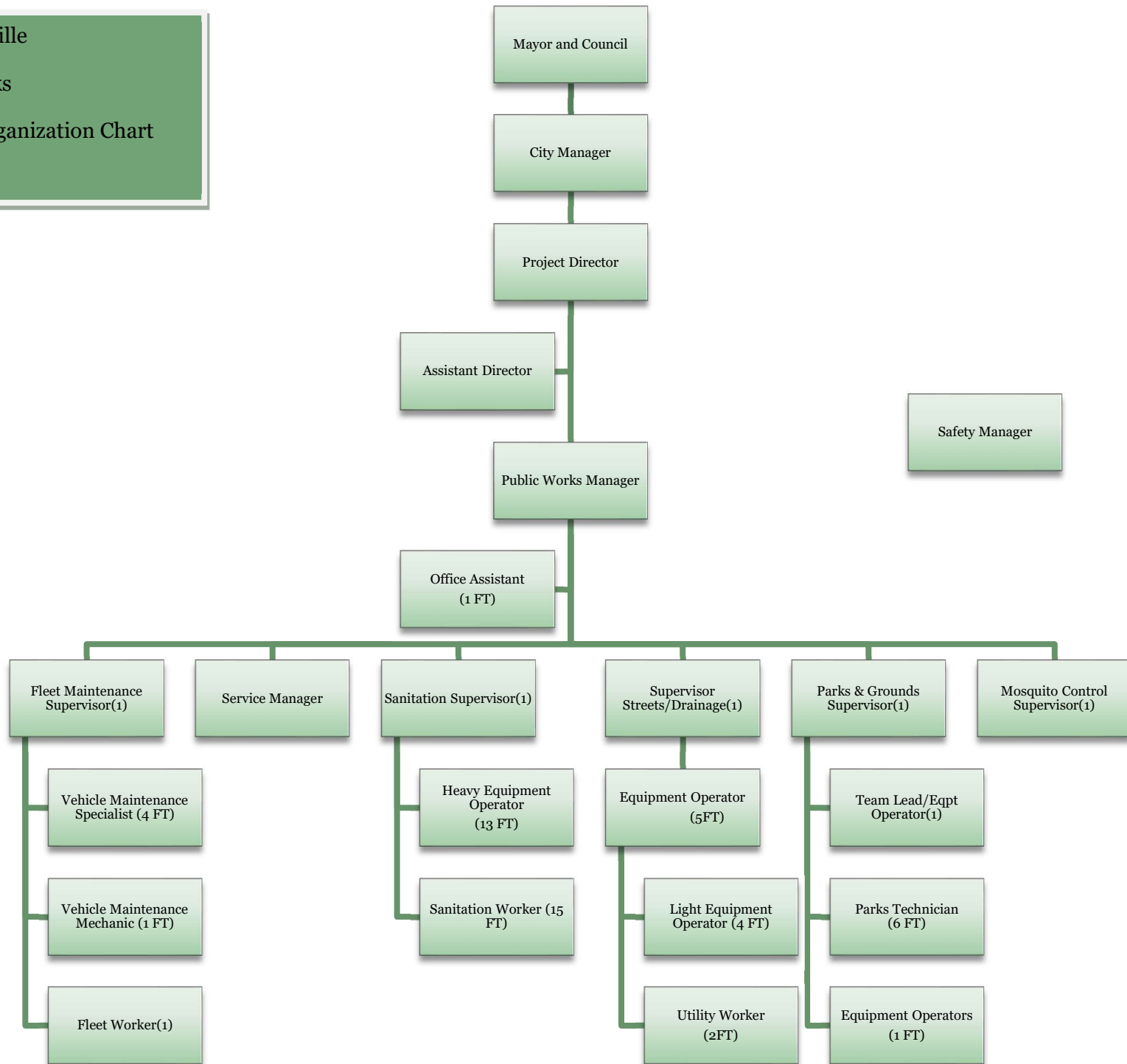
OTHER REQUIREMENTS

Successful Proposals must respond separately to the Supplemental Liberty Transit Fleet Maintenance and Repair Services/Bus Shelter Installation, Maintenance and Repair Services Section.

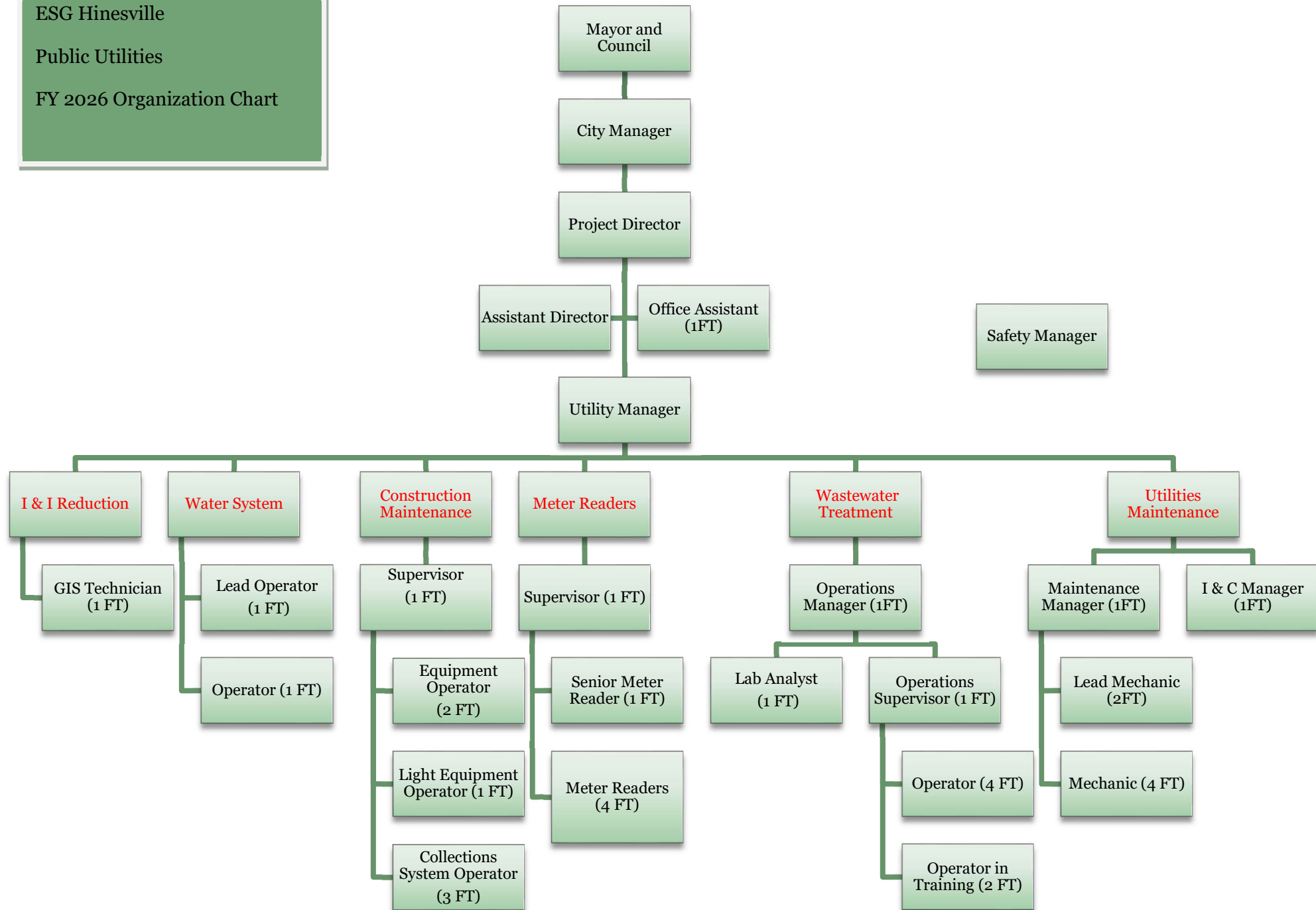
ATTACHMENT 3

**CITY OF HINESVILLE PUBLIC WORKS AND PUBLIC UTILITIES
ORGANIZATION CHARTS**

ESG Hinesville
Public Works
FY 2026 Organization Chart



ESG Hinesville
Public Utilities
FY 2026 Organization Chart



ATTACHMENT 4
PROFESSIONAL SERVICE AGREEMENT

DRAFT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ___, 20___, by and between the City of Hinesville, Georgia, whose address for any formal notice is 115 East M.L. King Jr. Drive, Hinesville, Georgia 31313-3699 (hereinafter "City") and _____, whose address for any formal notice is _____ (hereinafter "_____").

WITNESSETH THAT:

WHEREAS, the City is desirous of maintaining a high level of competent professional and economically feasible contract administrative, finance and community services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the City issued a certain Request for Qualifications/Proposal ("RFQ/P") to provide certain city government services under a Public Works and Utilities Operations & Maintenance Contract. The RFQ/P which the Company responded with its Proposal No. _____ (the "Proposal"); and

WHEREAS, the City desires to retain a Company to provide certain services consistent with the RFQ/P and pursuant to the Proposal and the other terms and conditions set forth in this Agreement; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Company has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Company desires to perform the Work consistent with the RFQ/P and pursuant to the Proposal and under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Provision of City government services through qualified managerial staff with the primary objectives of delivering high quality service at the lowest possible costs.

B. The Work

(1) Defined:

The Work as defined and required to be completed under this Agreement consists of Company providing the personnel and services for the provision of the City government services in accordance with the following:

- (a) The terms and conditions of this Agreement; and
- (b) The Scope of Services attached hereto and incorporated herein by reference as **Exhibit A**; and
- (c) The Compensation Schedule attached hereto and incorporated herein by reference as **Exhibit B**; and
- (d) The RFQ/P attached hereto and incorporated herein by reference as **Exhibit C**; and
- (e) The Proposal attached hereto and incorporated herein by reference as **Exhibit D**

In the event of any discrepancy or conflict among the terms of this Agreement, **Exhibit A**, **Exhibit B**, **Exhibit C**, or **Exhibit D** that provision operating most to the benefit of the City, as determined by the City in its sole discretion, shall govern. The Work described herein will be delivered in a manner that is consistent with reasonable management practices as compared with cities of similar size and budget in the State of Georgia.

(2) Services:

- (a) Company shall, within the design capacity and capability of the City's facilities, manage, operate and maintain the facilities so that the effluent discharged from the facilities meets the requirements specified in **Exhibit B**. The Scope of Services is defined in detail in **Exhibit A**.
- (b) Company shall, within the design capacity and capability of the City's facilities, manage, operate, and maintain the Project so that finished water discharged from the Project meets the requirements specified in **Exhibit B**. The Scope of Services is defined in detail in **Exhibit A**.
- (c) Company shall provide operations and management services for the operation of the public works department as per **Exhibit A**.

(3) Standard of Performance:

Company shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

(4) Flexibility:

The Parties recognize that this Agreement is intended to provide flexibility to the City in order to meet its evolving challenges. Therefore, the Company shall provide any and all staffing to a level necessary to provide professional, competent services to the City consistent with the requirements of this Agreement. The City will make its facilities accessible to Company as required for Company's performance of its services, and will secure access to any of the City property necessary for performance of Company's services.

(5) Customary Services:

Except as otherwise hereinafter specifically set forth, the Work shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the City's Public Works department in accordance with the Code of the City of Hinesville, Georgia and the statutes of the State of Georgia.

(6) Performance Measurements:

In collaboration with the City Manager, Company shall construct a performance model to provide an appropriate evaluation of the services being provided to the City under this Agreement. In addition, the Company shall prepare a monitoring and reporting plan to measure performance. The measurements shall be completed within three months of the execution of this Agreement and updated annually in conjunction with the renewal of this Agreement.

(7) Harmonious Relationships:

Company shall, at all times, foster and maintain harmonious relationships with the members of the City's governing authority, all other elected City officials and their employees, all employees of the City, all employees of the City's contract services providers, and all City's residents, and shall represent the City in the best light possible.

(8) Communications:

- (a) All communications to the Mayor and City Council, and the press shall first be approved by the City Manager prior to distribution. All mass communications to residents shall be reviewed and approved by the City Manager prior to printing and dissemination.
- (b) The governing body of the City shall have the right to make inquiry regarding the services performed by Company.

(9) Access to Top Executive:

The President and/or Chief Executive Officer of Company shall be available to meet with the City Manager at his City location upon reasonable request of the City Manager.

(10) Additional Services:

Company shall provide to the City, upon the request of the City Manager and the availability of resources, such additional services as may from time to time be needed at the discretion of the City. If such additional services can be rendered with available staff and

resources, then the cost of such additional services shall not be borne by the City. If such additional services require additional staff and resources, then the cost of such additional services shall be payable in such amounts and in such a manner as may be determined by mutual agreement, upon each occurrence.

(11) Maintenance and Repair of Equipment and Assets:

(a) Maintenance: Company shall take reasonable care to maintain the City's equipment and assets used by Company in the course of its duties under this Agreement. Company shall maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the City, to the extent the maintenance thereof is a responsibility of Company hereunder. Such ordinary maintenance shall be performed to the extent of the capabilities of the project staff during normal business hours. For the purposes of this Agreement, the definition of ordinary maintenance shall be: the routine/repetitive activities required for operational continuity, safety, and performance of City assets or infrastructure. To the extent that something more than ordinary maintenance is necessary, Company shall notify the City Manager promptly (and in no event later than three (3) calendar days of Company's knowledge that maintenance is needed) that maintenance needs to be performed and the City Manager will make the determination as to how such necessary maintenance will be performed and by whom at the City's expense.

(b) Repair: Company shall promptly notify the City Manager when a repair to City equipment and/or assets is necessary, which notification shall in no event be later than three (3) calendar days of Company's knowledge that a repair is needed. The City Manager will make a determination as to how such repair will be performed and by whom at the City's expense. The Parties agree that Company shall notify the City at the commencement of the City's budget process as to what equipment and assets need to be retired and/or purchased, forecast future needs for repairs, and otherwise apprise the City on the status and needs for City equipment and assets in the coming budget year. The Parties further agree that Company is authorized pursuant to this Agreement to immediately perform emergency repair services which may fall outside of the Scope of Services hereto to address unforeseen issues of safety and welfare which may arise, provided, however, Company shall notify the City Manager of the existence of, and the scope of, any such emergency repair as soon as feasible based upon the circumstances. Company shall notify the City Manager within twenty-four (24) hours of receipt of notification of such emergency repairs.

(12) Financial Services:

- (a) Company shall follow the procurement procedures established by the City.
- (b) Company shall maintain all financial records in accordance with all applicable laws and guidelines for municipal accounting, including GAAP, GASB, and GFOA standards, and shall produce and deliver to the City Manager any and all financial information and reports requested by the City Manager.
- (c) Company shall ensure City compliance with all applicable laws and procedures

related to the adoption of a budget and the audit process. Company shall prepare the City budget related to the departments they manage in accordance with City policies and timelines.

- (d) Company shall prepare and follow all risk management policies and procedures adopted by the City.
- (e) Company shall take advantage of all available discounts on purchases and invoices for City purchases, except when Company deems it more favorable to the City based upon cash management practices.
- (f) Company shall assist the City in finding and applying for various grants and shall be responsible for fulfilling all obligations that accompany such grants obtained by the City. Company shall further be responsible for the City's compliance with all existing grants, including meeting all eligibility criteria, fulfilling reporting deadlines, and meeting renewal requirements as applicable.
- (g) One-twelfth (1/12) of the base fee for the current year shall be due and payable to the Company on the twenty-fifth (25th) day of each month that services are provided.
- (h) On or before September 1st of every year, Company shall prepare and deliver to the City Manager an annual inventory of all City owned tangible personal property and equipment.

C. Schedule, Completion Date, and Term of Agreement

Company warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. Company recognizes that the services under this Agreement are vital to the City and must be continued without interruption. As additional consideration for the City and as a material inducement for the City and Company to enter into this Agreement and to consummate the services contemplated hereby: the City and Company agree to commence transition activities on October 1, 2026, and terminate on October 31, 2026. The Company agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition.

The Agreement for services shall be for a one (1) year term commencing on November 1, 2026, and terminating on October 31, 2027 (the "Term"). Pursuant to O.C.G.A. §36-60-13 upon the expiration of the Term, the Agreement shall terminate absolutely and without further obligation on the part of the City. However, the Agreement shall automatically renew on the first day of each subsequent City fiscal year for a one (1) year term, unless the City provides Company written notice of non-renewal at least one hundred twenty (120) days prior to the end of the then fiscal year. This Agreement may be renewed for additional terms as may be provided by law at the conclusion of any then present term.

D. Hours of Operation

Company shall maintain fully staffed business hours equal to, but not less than, the City's business hours of 8 AM to 5 PM, Monday through Friday, with the exception of the established twelve (12) City holidays.

For all City related matters, Company shall use the address of 115 East M.L. King, Jr. Drive, Hinesville, Georgia 31313, including both incoming and outgoing mail.

Section 2. COMPENSATION AND METHOD OF PAYMENT

A. The City shall, on a monthly basis, no later than thirty (30) days following the completion of the month, pay to Company, in consideration for the stated services and responsibilities, according to the Compensation Schedule attached hereto as **Exhibit B**, including any amendment to said schedule for subsequent years as provided for herein (the "Compensation Amount").

B. For each fiscal year of any renewal term, beginning November 1, 2026, the Compensation Amount payable to Company under this Agreement shall be in an amount agreed to by the City and Company. Company shall provide to the City Manager a proposed new **Exhibit B** each year along with the proposed budget for consideration by the Mayor and Council no later than upon request of the City Manager during the City's annual budget process, which commences in or about May of each fiscal year.

C. If, during any fiscal year, there is a reduction in the Scope of Services as directed by the City Manager, the Compensation Amount shall be reduced by an amount agreeable to the City Manager and Company, but in no event shall the reduction be an amount less than the actual cost, allocated overhead and profit to Company for providing the eliminated service. If the City Manager and Company are unable to agree upon an amount, the reduction in the Compensation Amount shall be equal to the actual cost, allocated overhead and profit to Company for providing the eliminated service. The Compensation Amount may not be increased in any fiscal year without the approval of the governing body of the City.

D. There are no reimbursements for costs independent of the Compensation Amount.

Section 3. COVENANTS OF COMPANY

A. Expertise of Company: Compliance with Law: Advice of Other Professionals

(1) Expertise of Company:

Company accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Company under this Agreement.

(2) Compliance with Law:

Company shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the Work performed under this Agreement. Company's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of Company's scope to

test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

(3) Advise of Other Professionals:

Company acknowledges that the City is advised by its City Attorney and that, on all legal matters, Company shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City. Company acknowledges that the City is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, the Hinesville Police department and emergency services professionals), and that, on all matters within their respective expertise, Company shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

(4) City's Responsibility:

- (a) The City shall pay for all of the following expenditures: (1) Capital Expenditures; (2) Repairs Cost; (3) Chemical Cost; (4) Electrical Cost; (5) Telephone Cost including answering service; (6) Vehicle Expense; (7) Vehicle Repairs Cost, (8) Natural Gas, (9) Polycarts, (10) Meters, (11) Call before digging fees and other costs; (12) Solids Disposal and Tipping Fees.
- (b) Pay all amounts associated with the occupancy or operation of the System and the performance of the Services including but not limited to all property, franchise, or other taxes associated with the project, except to the extent Company shall be obligated to pay such amounts in accordance with the express terms of this Agreement.
- (c) The City shall provide Company within a reasonable time after request any piece of City's heavy equipment that is available so that Company may discharge its obligations under this Agreement in the most cost-effective manner.
- (d) The City shall provide all licenses and insurance for City supplied vehicles used in connection with the project.
- (e) The City shall provide for Company's use of all vehicles and equipment currently in use at the project, including the vehicles described in Exhibit XX.
- (f) The City will provide to Company all data in City's possession relating to the project. Company will reasonably rely upon the accuracy and completeness of the information provided by the City.

B. Budgetary Limitations

Company agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Company's profession and industry. Company shall take no calculated risk in the performance of the Work. Specifically, Company agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Company's profession and industry, Company will give

written notice immediately to the City Manager.

C. City's Reliance on the Work

The Company acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Company and that, therefore, the City bears no responsibility for Company's Work performed under this Agreement. The Company acknowledges and agrees that the acceptance of designs, plans, and specifications by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Company's performance. Company further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Company of the responsibility for adequacy, fitness, suitability, and correctness of Company's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Company's Reliance on Submissions by the City

Company must have timely information and input from the City in order to perform the Work required under this Agreement. Company is entitled to rely upon information provided by the City, but Company shall be required to provide immediate written notice to the City if Company knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.

E. Company's Representative

_____ shall be authorized to act on Company's behalf with respect to the Work as Company's designated representative.

F. Responsibility of Company and Indemnification of City

Company hereby agrees to indemnify and hold City harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from Company's negligent operations under this Agreement, to the proportion such negligence contributed to the damages, injury, or loss, whether such negligent operation be by Company or by subcontractor of Company.

City agrees to indemnify and hold Company harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct of Company, or its employees.

City agrees to hold harmless, indemnify, and defend Company from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of Company, or its employees in the performance of services under this Agreement.

Company and City recognize that existing conditions within collection systems varies and that failures may occur in the systems over time. Company agrees to exercise due diligence to maintain free-flowing conditions within these systems, but may not be able to prevent

blockages or backups. Therefore, City agrees to defend Company against claims for injury, property damage, or economic loss arising from failures in the sanitary collection systems until such time as it is established by a finder of fact that such claims were caused by Company's negligence. Furthermore, City agrees to indemnify Company against such claims for injury, property damage, or Company loss arising from failures in the sanitary collection systems unless such claims are caused by Company negligence. This article takes precedence over any conflicting article of this Agreement, and extends to Company, its officers, or its employees.

Company's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of Company's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

G. Independent Contractor: Company Employees: Company Labor & Equipment

(1) Independent Contractor:

Company hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. The Company agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Companies, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters as more specifically addressed below. The Company agrees to be solely responsible for its own acts and those of its subordinates, employees, and team companies, during the life of this Agreement. Any provisions of this Agreement that may appear to give the City the right to direct Company as to the details of the services to be performed by Company or to exercise a measure of control over such services will be deemed to mean that Company shall follow the directions of the City with regard to the results of such services only.

(2) Company employees:

All current Public Works/Public Utilities employees in the performance of such services, functions and responsibilities as described and contemplated in this Agreement for the City shall be and remain employees under this Agreement. Upon execution of this Agreement, all affected Public Works/Public Utilities employees shall immediately have their employment transferred to Company such that the Public Works/Public Utilities inherently employees become employees of the Company with at least the same or equivalent salary and benefits as they had as Public Works/Public Utilities employees.

Company shall be solely responsible for all compensation, benefits, insurance, any other amenities associated with employment (including, but not limited to, expenses for employee cell phones, travel, training, uniforms, attire with Company logo, and dues), and legal rights of the Public Works/Public Utilities employees during the course of employment with Company. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 et seq., or any other amenities of employment to any of the Public Works/Public Utilities employees or any other liabilities whatsoever.

Company shall have and maintain the responsibility for and control of the rendition of the services, the standards of performance, the discipline of the Public Works/Public Utilities employees and other matters incident to the performance of the services, duties and responsibilities as described and contemplated herein.

Company shall have the discretion to transfer or reassign any personnel out of the City for the following reasons:

- a. Situations where an employee requests a transfer in order to accept a promotion or special assignment, which has been offered to him or her by Company upon his or her special education qualifications or career path;
- b. Disciplinary reasons; or
- c. Failure of an employee to meet Company performance standards.

In the event Company transfers or reassigns any employee for the above-stated reasons, Company shall provide the Mayor, City Council and City Manager with prompt written notice of such transfer or reassignment and explain the basis of the reassignment in writing.

Company shall provide prompt written notice to the Mayor, City Council, and City Manager when any project manager, in a direct supervisory position over City projects, is hired, transferred, reassigned, or terminated. Company shall provide the City with a brief written description or rationale for taking such action. Company shall also provide prompt written notice to the City of the replacement manager along with a brief description of the replacement manager's qualifications. Company shall provide the governing authority with notice of intention to hire a project manager as well as give the governing authority an opportunity to meet and greet the proposed project manager prior to making a final decision about said hiring.

Equipment and Labor:

City shall furnish necessary equipment (including motor vehicles) necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated in this Agreement and as necessary to maintain the level of service to be rendered hereunder. Company shall furnish all labor necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated in this Agreement and as necessary to maintain the level of service to be rendered hereunder. In the event of emergencies or natural disasters, Company shall, immediately and on an on-going basis, supply its usual and customary personnel to ensure continuing operation of all services provided by Company and to satisfy all City, State and Federal administrative requirements.

All City-owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any Company or personal purposes.

All City-owned vehicles and equipment utilized by Public Works/Public Utilities employees shall be maintained in strict accordance with manufacturer's recommended maintenance, and Company shall keep full records of all maintenance. All City vehicles shall be kept clean, free of damages and in safe operating condition. All City vehicles shall be used in strict conformance with the City's vehicle use policies.

Company shall comply with all OSHA and other applicable standards for work place safety. Company shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.

During regular business hours, all telephones at Company shall be answered by human, not automated, attendants.

H. Insurance

(1) Requirements:

The Company shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Company, its agents, representatives, or employees. All policies shall be subject to approval by the City Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. The Company shall also provide the City with proof of liability insurance for the vehicles and equipment, other than the City-owned vehicles and equipment, used at this project.

(2) Minimum Limits of Insurance:

Company shall maintain the following insurance policies with limits no less than:

- (a) Comprehensive General Liability of five million (\$5,000,000) dollars combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, which shall include coverage for City-supplied property used or occupied by Company for the full fair market value of such property.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of three million (\$3,000,000) dollars combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, which shall include City-supplied vehicles and equipment that are operated by Company for the full fair market value of such vehicles and equipment.
- (c) Professional Liability of five million (\$5,000,000) dollars limit for claims arising out of professional services and caused by the Company's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by Georgia law and Employers Liability limits of five million (\$5,000,000) dollars per accident.
- (e) Company shall supply a Performance Bond, on the form provided by the City and with a surety in good standing with the Office of the Georgia Insurance and Fire Safety Commissioner and listed in Circular 570 (Federal

Register Vol. 62, No. 126) among companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies, on an annual basis to the City in the amount of five hundred thousand (\$500,000) dollars or 10% of the prior year's annual compensation amount (whichever is less) to be supplied to City within thirty (30) days of execution of this Agreement and by the beginning of each fiscal year thereafter for which this Agreement is renewed.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The City and City Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company; premises owned, leased, or used by the Company; and automobiles owned, leased, hired, or borrowed by the Company. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
- (ii) The Company's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Company's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City and City Parties.
- (iv) Coverage shall state that the Company's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the City and City Parties for losses arising from work performed by the Company for the City.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to

waive all rights of subrogation against the City and City Parties for losses arising from work performed by the Company for the City.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

(ii) Policies shall have concurrent starting and ending dates.

(c) Professional Liability Insurance.

Professional liability insurance shall be maintained by Company for a minimum of two (2) years from the expiration of this Agreement.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

(6) Verification of Coverage:

Company shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Company's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Company shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Team Companies:

Company shall include all team companies as insureds under its policies or shall furnish separate certificates and endorsements for each team company. All coverage for team companies shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

Company shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) City as Additional Insured and Loss Payee:

The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

I. Fines and Civil Penalties

Company shall be liable for those fines or civil penalties which may be imposed by a regulatory agency for violations of the effluent quality requirements that are a result of Company's negligent operation, or willful misconduct. The City will assist Company to contest any such fines in administrative proceedings and/or in court prior to any payment by Company. Company shall pay the costs of contesting any such fines. Company shall not be liable for fines or civil penalties that result from violations that occurred prior to the Effective Date of this Agreement or for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by Company's negligent operations, or willful misconduct.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

It is the policy of City that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless:

- (1) the Company shall provide evidence on City-provided forms, attached hereto as **Exhibits "XX" and "XX"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it has conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the City contract to ensure that no unauthorized aliens will be employed, or
- (2) the Company provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 of the United States Code Service or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Company hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "XX"**, and submitted such affidavit to City or provided the City with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Company hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

Company agrees that the employee-number category designated below is applicable to the Company. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

_____ 500 or more employees.

_____ 100 or more employees.

_____ Fewer than 100 employees.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits

(1) Records:

- (a) Company understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City, pursuant to the Georgia Open Records Act, and agrees to allow access by the City and the public to all records subject to disclosure under the Act and otherwise under applicable law. Company's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- (b) Records shall be established and maintained by the Company in accordance with requirements prescribed by the City's records retention and disposal policies and otherwise as required by Georgia law with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for an additional period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (c) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Company shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.

(3) Audits:

At any time during normal business hours and as often as the City may deem necessary and for a period of up to three (3) years following the date of final performance of the Work by Company under this Agreement, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Company will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of

employment and or data relating to all matters covered by this Agreement. Company shall make all necessary books and records available for audit to the City in the City's offices.

(4) Inspections:

The City may, at reasonable times during the term of this Agreement, inspect City's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by the Company under this Agreement conform to the terms of this Agreement. Company shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. Company shall provide 24-hour per day access to Project for the City's personnel. Visits may be made at any time by any of the City's employees so designated by the City's representative. All visitors to the Project shall comply with Company's operating and safety procedures.

L. Conflicts of Interest

- (1) Company agrees that it shall not engage in any activity or conduct that would result in a violation of the Hinesville City Code of Ethics.
- (2) Company shall not review or perform any services regarding any application made to the City by any client of Company, unless the services Company performs for such client are unrelated to the City. In such instance, Company shall disclose the relationship immediately to the City Manager, who may retain an alternate to Company for those services. If the services relate to a fixed fee service, the fees for the alternate to Company shall be deducted from the fixed fee paid to the Company.
- (3) Company shall adhere to City's written policy regarding employees running for candidacy for City elected positions.
- (4) Neither Company nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Company's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- (5) Neither Company nor any of its officers or employees shall obtain any kickbacks or benefits for itself, themselves, or other clients as a result of any City purchases or transactions.
- (6) Company shall not collude or enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which may be withheld at the City Manager's sole discretion.
- (7) Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Company, to solicit

or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift or other consideration contingent upon or resulting from this award of making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion to deduct from the contract price other otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

M. Confidentiality

Company acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its team companies, consultants, and/or staff to likewise protect such confidential information. The Company agrees that confidential information it receives or such reports, information, opinions or conclusions that Company creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. The Company shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Company acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and Company further acknowledges that if Company submits records containing trade secret information, and if Company wishes to keep such records confidential, Company must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. Licenses, Certifications and Permits

The Company covenants and declares that it has obtained and will maintain in good standing throughout the term of this Agreement all diplomas, certificates, licenses, permits or the like required of the Company by any and all national, state, regional, City, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Company under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

O. Authority to Contact

The Company covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Company to the terms of this Agreement, if applicable. Nothing contained or any obligation on the part of Company to be performed under this Agreement shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Company pursuant to the laws of the State of Georgia.

P. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and

other materials prepared or in the process of being prepared for the Work to be performed by the Company ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Company upon completion or termination of the Work shall be delivered immediately to the City. The Company assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Company shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Company agrees to execute any additional documents that may be necessary to evidence such assignment.

Q. Nondiscrimination: Drug Free Workplace

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Company agrees that, during performance of this Agreement, Company, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Company agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement. Company shall also maintain a Drug Free Workplace.

Section 4. COVENANTS OF THE CITY

A. Right of Entry

The City shall provide for right of entry for Company in order for Company to complete the Work.

B. City's Representative

The City Manager shall be authorized to act on the City's behalf with respect to the Work as the City's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

Section 5. TERMINATION

A. The City shall have the right to terminate this Agreement in its entirety at anytime for convenience by providing written notice to the Company; provided, however, that such termination shall not be effective until the ninetieth (90th) calendar day following the date of the termination notice.

B. Either party may terminate this Agreement for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by City for non-payment of Company's invoices. In the event of the City's failure to pay the Company within thirty (30) days written notice of delinquent payment the City shall be given reasonable time to correct the breach. Neither party shall terminate this Agreement without giving the other party thirty (30) days' written notice of intent to terminate for a material breach.

C. The City shall have the right to terminate this Agreement partially as to any specific service or services provided by Company by giving at least sixty (60) days advance written notice to Company and specifying the specific service or services that the City desires Company to cease performing. Upon a partial termination, the Compensation Amount shall be reduced pursuant to this Agreement.

D. Upon termination, City shall provide for payment to the Company for services rendered and expenses incurred prior to the termination date.

E. Upon termination, the Company shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Company in performing this Agreement, whether completed or in process, in the form specified by the City.

F. The rights and remedies of the City and the Company provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

G. In the event of full termination, partial termination or expiration of this Agreement, City shall have the option to purchase from Company piece of equipment that is directly attributable to, or in use by, Company in the City at the time of such termination or expiration in connection with the services contemplated herein, or, as to a partial termination, in connection with the eliminated services. The purchase price for such equipment shall be determined by mutual agreement of the Parties as to the fair market value of such equipment. Upon the exercise by the City of its option to purchase the subject equipment, Company shall convey within ten (10) days or upon such other mutually agreed time, all of its rights, title and interest, thereto, to the City by Bill of Sale Absolute or Certificate of Title, as applicable.

H. In the event of the full termination for any reason, partial termination or expiration of this Agreement, Company and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Company to City, or to any other person or entity City may designate, and to maintain during such period of transition the same quality services otherwise afforded to the residents of the City pursuant to the terms of this Agreement.

In the event of the full termination, partial termination or expiration of this Agreement, and in the further event that the City is unable to provide the same level of services at the time of such termination or expiration, the then pending term of this Agreement may be extended by the City for a period of ninety (90) days or until City is capable, in its sole discretion, of rendering such services, whichever occurs sooner. The remuneration to be paid to Company during the transition period shall be based upon actual cost of providing such services during the transition period plus a mutually agreed upon fee, provided, however such fee shall not exceed the Compensation Amount which would be due and owing to the Company for the provision of said services pursuant to a continuation of the terms of this Agreement.

In the event of the full termination, partial termination, or expiration of this Agreement, the City may either accept assignment of Company's current leases and/or agreements for the project or City may pay any associated buy-out or termination charges, provided, however, prior to entering into any leases or agreements after the effective date of this Agreement which contain buy-out provisions or termination charges in excess of \$1,000.00, Company shall submit the terms of the same to the City Manager for approval in writing prior to entering into such lease or agreement. Failure of the Company to seek such approval in advance from the

City Manager shall result in the City having no responsibility under any such lease or agreement.

Section 6. DEFAULT

- (a) An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:
 - (1) Company has not performed services on a timely basis;
 - (2) Company has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled personnel to meet the City's needs;
 - (3) Company has failed to obtain the approval of the City where required by this Agreement;
 - (4) Company has refused or failed, except in the case for which an extension of time is provided, to perform the Work as defined in this Agreement.
- (b) In the event that the Company breaches the Agreement, the City may declare Company in default, notify the Company in writing, and give Company fifteen (15) calendar days to cure the default. If Company fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to (c) below. In the event payment has been made for such professional services not completed, Company shall return those sums to the City, within ten (10) calendar days after notice that these sums are due. Nothing in this Section shall limit the City's right to terminate, at any time, pursuant to Section 6 or its right for damages under (c).
- (c) In the event of Default by Company, the Company shall be liable for all damages resulting from the Default.
- (d) The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

Section 7. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any City Party. No City Party shall be personally liable to the Company or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Company or successor or on any obligation under the terms of this Agreement. Likewise, Company's performance of services under this Agreement shall not subject Company's individual employees, officers or directors to any personal liability. The

Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Company or the City, respectively, and not against any employee, officer, director, or elected or appointed official.

Section 8. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

Section 9. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Liberty County, Georgia.

Section 10. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

Section 11. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between the City Manager for the City and _____ for the Company.

B. Official Notices

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE CITY shall be sent to:

Ryan Arnold, City Manager

115 East M.L. King, Jr. Drive
Hinesville, Georgia 31313

NOTICE TO THE COMPANY shall be sent to:

Future changes in address shall be effective only upon written notice being given by the City to Company or by Company to City Manager via one of the delivery methods described in this Section.

Section 12. WAIVER OF AGREEMENT

No failure by the City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Company with this Agreement, and no custom or practice of the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City's right to demand exact and strict compliance by Company with the terms and conditions of this Agreement.

Section 13. NON-ASSIGNMENT

Company shall not transfer, delegate, or assign, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) any discretion granted it under this Agreement, (2) any right that it has to satisfy a condition under this Agreement, (3) any remedy that it has under this Agreement, or (4) any obligation imposed on it under this Agreement. Any purported transfer, delegation, or assignment of rights or transfer, delegation, or assignment of performance in violation of this section shall be void.

Section 16. NO THIRD PARTY RIGHTS

This Agreement is entered into for the sole benefit of the City and Company and no other person or entity is intended to be a direct or incidental beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

Section 14. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

Section 15. LABOR DISPUTES

In the event activities by the City's employee groups or union causes disruption in Company's ability to perform the project, the City, with Company's assistance, or Company at its own option, may seek appropriate injunctive court orders during any such disruption, Company shall operate the facilities on a best efforts basis until any such disruptions cease, but Company cannot assure compliance with all contract conditions.

Section 16. FORCE MAJEURE

Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or

abnormally costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, acts of Terrorism or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure. In the case of Force Majeure events (including Acts of God), the City agrees to pay any costs and expenses (including all overtime charges and additional equipment charges) that may be necessary to ensure continued compliance with the terms of this Agreement.

Section 17. SURVIVAL

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect, unless and until the terms and conditions are completed, and shall be fully enforceable by either party.

Section 18. NEGOTIATION

The Parties acknowledge that the terms of this Agreement were jointly negotiated between the Parties, that both Parties were represented by attorneys, and that, in the case of any dispute regarding the terms of this Agreement, the terms should not be construed in favor of or against either party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF the City and the Company have executed this Agreement effective as of the date the last Party executes this Agreement.

Approved as to form:

City Attorney

COMPANY:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CITY OF HINESVILLE

By: _____
Its: _____

[CITY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

ATTACHMENT 5

NON-COLLUSION AFFIDAVIT

RFQ/P 2026-02

(This Affidavit is Part of the Proposal Documents)

PROPOSAL DATE: _____

PROJECT DESCRIPTION: _____

STATE OF GEORGIA

CITY OF HINESVILLE

_____, being first duly sworn, deposes and says that he/she is _____ (sole owner, partner, president, etc.) of _____, the Company making the foregoing Proposal or Bid; that such Proposal/Bid is genuine and not collusive or sham; that said Company has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, Bidder, or person, to put in a sham Proposal/Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal/Bid Price of affiant or any other Proposer/Bidder, or to fix any overhead, profit or cost element of said Proposal/Bid Price, or of that of any other Proposer/Bidder, or to secure any advantage against the City, or any person interested in the proposed Agreement; and that all statements in said Proposal/Bid are true; and further, that such Company has not, directly or indirectly submitted this Proposal/Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____, 20____.

ATTACHMENT 6

PERFORMANCE BOND CITY OF HINESVILLE

KNOW ALL MEN BY THESE PRESENTS THAT _____

(as COMPANY, hereinafter referred to as the "Principal"), _____
and _____ (as SURETY COMPANY, hereinafter referred to
as the "COMPANY'S SURETY"), are held and firmly bound unto City of Hinesville,
Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit
of any "Claimant," as hereinafter defined, in the sum of Dollars (\$____),
lawful money of the United States of America, for the payment of which the Principal
and the Company's Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written
agreement with the City, dated the ____ of _____, 20__ which is
incorporated herein by reference in its entirety (hereinafter referred to as the
"CONTRACT"), for the construction of a project known as RFQ/P #2026-02 Public
Works and Utilities Operations & Maintenance Contract, (hereinafter referred to as "the
PROJECT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the
terms, provisions and requirements of the Contract, including and during
the period of any warranties or guarantees required thereunder, and all
modifications, amendments, changes, deletions, additions, and
alterations thereto that may hereafter be made, and if the Principal and
the Company's Surety shall indemnify and hold harmless the City from
any and all losses, liability and damages, claims, judgments, liens, costs
and fees of every description, including but not limited to, any damages
for delay, which the City may incur, sustain or suffer by reason of the
failure or default on the part of the Principal in the performance of any
and all of the terms, provisions and requirements of the Contract, including
all modifications, amendments, changes, deletions, additions, and
alterations thereto and any warranties or guarantees required thereunder,
then this obligation shall be void; otherwise to remain in full force and
effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
- a. The Company's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Company's Surety; and
 - b. The means, method or procedure by which the Company's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Company's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHERE OF, the principal and Company's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 20____.

[Insert Name of Principal]

By: _____ (Print/Type)

(Signature)

Title: _____ (SEAL)

Attest:

(Print/Type)

(Signature)

Title: _____

Date: _____

[Insert Name of Company's Surety]

By: _____ (Print/Type)

(Signature)

Title: _____ (SEAL)

Attest:

(Print/Type)

(Signature)

Title: _____

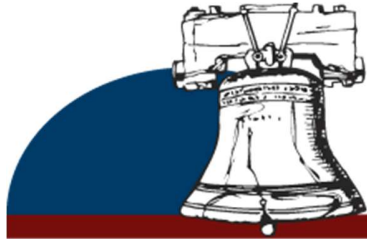
Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

ATTACHMENT 7
CITY OF HINESVILLE RFQ/P #2026-02
COST PROPOSAL FORM #1

Company Name: _____

	Fiscal Year 2027	30 Day Transition Period	Total Cost Proposal
Direct Salaries	\$	\$	\$
Overtime			
Payroll Taxes (FICA, Medicare, Workers Comp, Unemployment)			
Health Insurance Expense			
Retirement Expense			
Other Employee Benefits Expense			
Subtotal Salaries & Benefits	\$	\$	\$
Travel expense			
Leased auto			
Office supplies, postage & freight			
Computers			
Operating Supplies			
Equipment Rental / Tools			
Safety Supplies			
Uniforms			
Rewards & Recognition			
Contract Lab / Outside Services			
Advertising			
Dues and memberships			
Education and training			
Taxes and licenses			
Insurance			
Subtotal Other Operating Expense	\$	\$	\$
Total Contract	\$	\$	\$



HINESVILLE

GEORGIA

City of Hinesville
115 East M.L. King Jr. Drive
Hinesville

Request for Proposals

*Public Transit Fleet Maintenance and
Repair Services/Facility Maintenance
and Repair Services*

RFPQ/P 2026-02 Supplement

ADVERTISEMENT
REQUEST FOR PROPOSAL
RFQ/P 2026-02 Supplement
Public Transit Fleet Maintenance and
Repair Services/Bus Shelter
Installation, Maintenance and Repair
Services

The City of Hinesville, Georgia is issuing a Request for Proposal for a Third- Party Contractor to provide fleet maintenance, repair services and Bus shelter maintenance and repair services for Liberty Transit.

The City of Hinesville intends to establish an agreement with an independent provider of fleet maintenance, repair services and bus shelter maintenance and repair services for 2-years with the option of (5) additional (1) year terms. Any renewal will be based on the same terms and conditions as the initial term with the exception of the price and rates. Initial prices or rates are guaranteed for a minimum of twenty-four (24) months.

The City of Hinesville seeks proposals from qualified firms or organizations with experience in all aspects of fleet maintenance, repair and bus shelter installation, maintenance and repair.

Potential Proposers can acquire a copy of the Request for Proposal and submit all questions regarding this RFQ/P electronically to Temperance West at twest@cityofhinesville.org no later than May 20, 2026. A response to all questions received will be sent to all parties by June 3, 2026, as an addendum to the RFP and posted to the City's website.

PROPOSALS SHALL BE RECEIVED NO LATER THAN 10:00 AM, LOCAL TIME, July 1, 2026, AT THE OFFICES OF THE CITY OF HINESVILLE, CITY HALL, 115 E. MARTIN LUTHER KING, JR., DRIVE, HINESVILLE, GEORGIA 31313.

Each package or envelope containing proposals shall be properly identified with the following information placed on the outside of the package or envelope:

City of Hinesville
Attn: City Manager
115 E. Martin Luther King, Jr. Drive
Hinesville, Georgia 31313
Proposal for Public Transit Fleet Maintenance and Repair Services/ Bus Shelter Installation, Maintenance and Repair Services

It shall be the Proposer's responsibility to submit their proposal by the stated deadline. Proposals received after this date and time will not be accepted. Failure of express mail or package delivery services to deliver Proposer's information by the designated date and time will not be the responsibility of the City.

Anticipated Proposal Schedule:

Initial Request for Proposals – April 23, 2026

Mandatory Pre-bid Meeting – May 13, 2026, at 9:00 am

Questions due to City of Hinesville – May 20, 2026

Final Response to questions published as an addendum – June 3, 2026

Proposals Due – July 1, 2026, at 10:00 am

Finalist Interviews – July 13 - 24, 2026

Contract Award Date – October 1, 2026

Contract Effective Date – November 1, 2026

The City of Hinesville reserves the right to reject any and all proposals/bids, to waive informalities, to re-advertise and/or to award the contract in accordance with FTA C 4220.1F, and to retain any and all Proposals/Bids for a period of thirty (30) days after opening.

The successful Proposer will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Disadvantaged Business Enterprises (DBEs) shall be afforded full opportunity to submit proposals. This procurement shall conform to the procurement requirements of the Georgia State Purchasing Code, with emphasis on Sections 50-5-67 and 50-5-83." This can be added on Page two above the last paragraph.

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Scope of Work

Introduction

The City of Hinesville is seeking proposals from qualified contractors interested in providing Fleet Maintenance Services and Facility Maintenance Services for Liberty Transit. The vehicles consist of light and medium duty transit buses, vans, sport utility vehicles and cars. The Facilities consist of bus stop signage, benches and shelters.

Overview

The contractor shall provide scheduled preventative maintenance, repairs, parts inventory acquisition and other associated fleet maintenance and facility maintenance services required to ensure the continuity of effective and economical operation of the Liberty Transit vehicles and facilities.

SCOPE OF SERVICES

Vehicles

The successful contractor must be able to provide appropriate staffing resources, tools, and diagnostic equipment to perform maintenance and repair, inspections and other services as needed during Liberty Transits hours of operation. Hours of operation are Monday through Friday from 6am to 7pm with future Saturday service from 8am-7pm. Hours are subject to change as service requirements change. Vehicle Preventative Maintenance and inspections must be completed by an ASE certified technician. All work must be reviewed and signed off by an ASE Master Technician. The City of Hinesville's preference is for the contractor to have the ability to perform all required services, however, work may be subcontracted upon approval of the City.

- a. Preventative maintenance inspections must be performed at intervals consistent with governmental requirements and standards that meet or exceed the manufacturer's recommended standards, procedures, and intervals. The Third-Party Maintenance (TPC) shall provide to the City of Hinesville documentation relative to preventative maintenance at intervals specified by the City of Hinesville. Cost of fleet management shall be included in the Contractor's proposal.
- a. The City of Hinesville shall require the TPC to bring all revenue vehicles to a City designated facility for semi-annual inspection. The TPC shall repair all safety-related deficiencies identified in the inspections before placing the vehicle back in revenue service. All non-safety deficiencies shall be repaired within seven (7) calendar days. Vehicles with deficiencies are subject to re-inspection by City of Hinesville to ensure that corrective repairs are properly made. All costs associated with TPC's personnel in getting vehicles to/from and during inspections shall be the TPC's expense. All costs associated with correcting identified vehicle deficiencies shall be at the City's expense.

The contractor must provide an electronic work order system that tracks mileage for preventative maintenance to maintain compliance with the Federal Transit Administration (FTA) and Georgia Department of Transportation (GDOT) rules and regulations.

The City will provide space onsite at the Public Works building 613 Elma G. Miles, Parkway, Hinesville, GA 31313. All services will be performed onsite except for sub-contracted resources.

The City will provide maintenance training for specialized transit equipment.

Maintenance includes fluid and filter replacement, tire rotations, tune-ups, brake and belt replacement, and services common to mechanical and electrical systems. The activities are typically in accordance with the original equipment manufacturer's recommended service.

Repairs include replacement of defective or failed parts and modifications to vehicle repair or replacement of engine, transmission, powertrain, wheels and tires of vehicles.

Other Services include safety checks, roadside assistance (during transit operating hours), testing, tire replacement and cleaning.

The Contractor will perform inspection during all maintenance work, which includes, but is not limited to

- Tires: Visually check size, condition and tread depth while adhering to manufacturer specifications and Department of Transportation (DOT) rules and regulations
- Lights: Check turn signals (front and rear), emergency flashers, headlights, brake lights, parking lights, reverse lights, back up lights, and all interior lighting for proper operation
- Seat Belts: Check operation of seat belts
- Windshield Wipers and Washers: Check condition of wiper blades and level of washer fluid
- Fluid Levels: Check and fill fluid levels in oil, transmission, power steering pump, and master cylinder
- Battery: Check condition of heatshield, hold-down clamps and cable ends, electrolyte level and clean top and terminals as needed
- Exhaust System: Visually inspect complete exhaust system including catalytic converter and heat-shielding and inspect for leaks which could allow exhaust fumes to enter vehicle
- Steering and Suspension Components: Conduct a "look and shake" inspection
- Drive Shaft U-Joints and CV Joints: Conduct a "look and shake" inspections for seal leakage or failure
- Critical Components: Check condition of all under-hood heatshields and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat and generated mileage.
- Brakes: Inspect all brake line hoses and master cylinder for signs of leaks or damage • Cooling System: Visually inspect entire system for leaks, damage, or other signs of needed repair
- Safety equipment includes but not limited to horn, fire extinguisher (inspection date), emergency reflectors, seatbelts, seat belt extensions (2 required), seatbelt cutter, first aid kit, and spill kit.
- Mirrors, windshield and windows
- Wheelchair lift: Hydraulic/electrical components, handrails, controls access (inside and outside) shoulder

restraint/lap belt, reflector tape, and emergency manual lift.

- Signage: Operator ID and phone number, vehicle number (front and Rear), Title VI posting, and we stop at railroad crossings
- AC/ Heating units front and rear.
- Upholstery and flooring free from defects
- Vehicle cleanliness inside and outside

Testing. The Contractor will conduct a driving or appropriate operations test on all vehicles that have had a safety related repair. Safety related repairs include but not limited to brake, steering system, wheels, tires, springs, shock absorbers/struts, torsion bars, rods/linkages, joints, bearings, arms, anti- sway bars and bushings.

Tire Replacement. The contractor will provide comprehensive tire services including replacement, repair, balancing, and field tire service. The contractor will replace tires when a minimum tread depth has been reached or the tires are otherwise unacceptable due to weathering, irregular wear patterns, ply separation, or other conditions that may affect the safety and performance of vehicles.

Cleaning. The contractor will wash the exterior and detail the interior of all vehicles after service when time and resources permit or at least weekly. The contractor is also responsible for establishing and adhering to a posted cleaning schedule for all vehicles.

Scheduling. The contractor will provide a single point of contact to serve as the responsible contact for daily communication with Transit regarding vehicle scheduling and status updates.

Vehicle Status Log. The contractor will maintain a written log of all downed vehicles. The log will be sent to the Transit Director and Transit Supervisor daily. The log will include:

- The vehicle number
- The date the vehicle was put out of service
- The reason the vehicle was put out of service
- The estimated date return to service
- The date sent out for repairs if applicable and when the estimated completion date will be

Transit typically schedules regular routine maintenance and services based on the manufacturer's recommendations. Contractor will be responsible for developing and adhering to a Maintenance Plan which will include service mileage intervals, service type (A, B, C etc.) and a detailed checklist defining all inspection/service requirements in accordance with Federal Transit Administration (FTA) and Georgia Department of Transportation (GDOT) rules and regulations.

Transit will provide Driver Vehicle Inspection Reports (DVIR) to the contractor twice daily. DVIRs are completed by all bus operators during pre and post trip inspections. Contractor will review inspection reports and schedule repairs as needed.

Authorization. The contractor will be required to complete all routine preventative and light maintenance work within 24 hours. Any work required to be sub- contracted will require City approval. The contractor will notify the City by phone and email if the initial time estimate must be extended for any reason.

The contractor will contact designated City staff for approval before work can be performed for any repairs that are estimated to exceed \$2,500.

Warranty. The contractor guarantees and warranty that all material furnished, and all services performed will be free from defects in material and workmanship. The contractor will not invoice the City for any repeat work that occurs with the following warranty periods:

Description of Service	Warranty Period
Engine or Transmission overhauls	123-months or 12,000 miles*
All other work	180 days, 500 engine hours, or 5,000 miles*

*Whichever occurs first

Parts

The contractor shall procure all parts, materials and supplies required for the maintenance, repair, inspections and other services. These items will be endowed by the City. All repair parts are to be OEM or equivalent. Rebuilt or remanufactured parts must conform to the manufacturers reconditioned tolerances. The contractor shall comply with all FTA and GDOT procurement rules and regulations.

Incidental Use and Storage of Transit Service Vehicles.

- b. TPC is prohibited from using transit service vehicles for any purpose other than transit service. Transit service vehicles shall only be stored at the TPC's secured facility or at a maintenance subcontractor's secured facility in the event of subcontracted maintenance to be performed. Responsibility of damage during storage remains with the TPC.

Scope of Services

Facilities

Shelters/Bus stop amenities

The contractor will provide at least one full-time staff member and a backup (due to absences) to maintain shelters as described.

Installation and Maintenance. Contractor will provide staff to install all City procured bus shelters, signage, benches, and trash receptacles

Contractors will provide basic service for bus shelters and stops to include but not limited to the following:

Quarterly or as needed

Wash all structures including all exposed surfaces, excluding solar panels, within the footprint of the stop. Towel dry water from the structure to eliminate water spotting. The use of non-toxic, biodegradable cleaners is mandatory.

Inspect solar lighting equipment for proper function and replacement of batteries and control devices using city supplied components

Every two weeks or as needed

- Removal of gum from shelter, trash containers, sidewalks and curbs within the footprint of the stop
- Empty and clean trash container lids, sides, and tops where present
- Remove from premises all debris within the footprint of the stop
- Remove sticky food products from all structures within the footprint of the stop
- Remove all non-city authorized postings from the shelter surfaces
- Inspect shelters with installed solar or shore-powered lighting for proper operation
- Wash and towel dry all solar panels at shelters with approved cleaning methods
- Remove all graffiti from shelters and benches, take photographs prior to graffiti removal, and share them with the Transit Director
- Replace bus schedules as needed

Monthly

Submit a Bus Shelter/Stop Monthly Summary Report (checklist) of all bus stop locations that have a bus shelter. The monthly report shall include the date of service, general conditions of the structures, summary of work completed, recommendations for repairs needed. The monthly report should also include two-time stamped photographs of each bus shelter. Reports will be submitted to Transit Operations Supervisor.

As needed or directed by the Transit Director

- Painting of shelters and benches

**Other work may be requested as City, State and Federal rules and regulations are implemented*

Billing

- a. The TPC shall invoice the City of Hinesville on a monthly basis. All invoices are to be fully itemized and, when applicable, accompanied by original receipts and documentation. All invoices shall be timely and correct. Invoices shall be accompanied by a summary explaining all charges and credits.
- b. TPC must include a monthly estimate of cost per year for the first three (3) years of the contract period, and two (2) subsequent years should the contract period be extended. This estimate should be presented monthly to the City of Hinesville no later than fifteen days after the end of each calendar month.
 - a. Vehicle Maintenance Records. TPC shall fully document, in a timely manner, all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance, and vehicle cleaning. Maintenance and inspection reports are to be properly maintained. TPC shall allow City of Hinesville to review such records immediately upon request.
 - b. Drug and Alcohol Testing Records and Data. The TPC shall provide the City of Hinesville with a copy of its Drug and Alcohol policies and fully document all testing records in full compliance with the current Federal Transit Administration (FTA) regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the TPC shall allow the City of Hinesville to review such records immediately upon request. The TPC shall report drug and alcohol testing data to City of Hinesville on a monthly, quarterly, or annual basis as may be required by the U.S. DOT or FTA.

Training Records

- a. The TPC shall maintain records of all employee training and allow the City of Hinesville to review such records immediately upon request. The TPC shall preserve and make available all such records listed above during the term of the agreement and for a period of three (3) years from the date of final payment. Administrative costs relating to record keeping and data collection shall be at the TPC's expense.
- b. Records which relate to litigation or the settlement of claims arising out of the performance of this agreement, or costs under the agreement as to which exception has been taken by the auditors, shall be retained by the TPC until such litigation, claims, or exceptions have reached final disposition.
- c. The TPC shall be responsible for professionally training all personnel necessary to successfully

complete the project.

Insurance Requirements

- a. The TPC shall be required to maintain at its expense the following insurance coverage:
 - b. Workers Compensation and Employer's Liability. Workers Compensation and Employer's Liability Insurance shall be maintained at the minimum levels required by the State of Georgia.
 - c. Comprehensive General Liability. The TPC shall provide and maintain comprehensive general liability coverage for bodily injury and property damage of \$1,000,000 combined single limit for any one occurrence.
 - d. All insurance coverage required to be maintained or provided by the TPC must be with insurance companies licensed and admitted by the State of Georgia. All comprehensive general liability policies must name the GDOT and the City of Hinesville as additional named insured. Certificates of insurance for all the above-listed coverages shall be submitted to City of Hinesville on an annual basis and when carriers or coverage limits change.
2. Vehicle insurance will be provided through the City's fleet coverage. All insurance costs shall be at the expense of the TPC. Failure to maintain all insurance coverages for the duration of the project as listed above may result in immediate termination of contract. The TPC's insurer must provide 30 day written notice to the City of Hinesville in the event of cancellation for any cause other than non-renewal and 45 days written notice in the event of non-renewal.
3. Accident/Incident Reporting.
 - a. All vehicle and/or personal injury accidents, or if there is personal injury regardless of severity, shall be reported verbally by phone or fax to City of Hinesville within 24 hours. Any vehicle accidents in excess of \$500 must be reported immediately. A complete written report shall be forwarded to City of Hinesville providing details within forty-eight (48) hours of the accident. The TPC shall make its employees available to the City of Hinesville for interview as part of City of Hinesville's efforts to determine if the accident was preventable. All requests for information from the media concerning accidents or incidents shall be directed to and the responsibility of the City of Hinesville. An accident analysis shall be performed by the TPC and any changes resulting from the accident incorporated immediately. The TPC is not to comment on any facts related to the accident until a final determination and accident analysis is completed.
 - b. All other incidents or occurrences which happen in the course of service operations involving passengers, altercation, odd behavior, threats, or disputes must be reported verbally by phone or fax to City of Hinesville immediately.
4. Performance Monitoring.
 - a. The City of Hinesville shall periodically monitor Contractor's activities relative to preventative maintenance adherence, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, vehicle appearance, functionality of vehicle heating and air conditioning, availability of vehicle communications equipment, and other performance categories.

5. Safety and Security.

- a. The TPC shall establish, document, and manage all aspects of a safety and security program including, policies, administration and procedures, personnel and training, safety reporting, and safety training. The TPC shall document and report security expenditures, manage and account for identifying security problems, employee selection, training, audits and drills, document control, access control and homeland security as it pertains to 49 USC Chapter 53, Federal Transit Act, Section 5307(D)(1), Security Expenditures; 49 CFR Part 630. "Uniform System of Accounts and Records and Reporting"; 49 CFR Part 659, and "Rail Fixed Guideway Systems, State Safety Oversight", appropriate.
- b. The TPC shall participate in monthly safety meetings that conform to the Public Transit Safety Plan.

6. Drug and Alcohol Testing.

The TPC agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The TPC agrees further to certify annually its compliance with Part 655 before December 30 and to submit the Management Information System (MIS) reports before March 1 to Ryan Arnold, Assistant City Manager.

To certify compliance the TPC 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. The TPC agrees further to (a) submit before October 1 a copy of the Policy Statement developed to implement its drug and alcohol testing program.

CITY OF HINESVILLE RESPONSIBILITIES

The City of Hinesville shall be responsible for developing and establishing all policies related to the provision and operation of transit service. Additional responsibilities of the City of Hinesville include the following:

1. Operations.

- a. The City of Hinesville shall appoint a Transit Director who shall serve as the TPC's point of contact and the person responsible for overseeing the TPC's performance. The Transit Director shall be responsible for addressing all inquiries, etc., pertaining to the service.

2. Payment of Invoices.

- a. The City of Hinesville shall review monthly invoices submitted by the TPC to ensure accuracy of requested reimbursement. Adjustments may be made by City of Hinesville based on monthly audits. The City of Hinesville shall pay TPC' approved invoices, as

adjusted, within thirty (30) days of receipt of an approved invoice from the TPC.

3. Marking of Contractor Vehicles.

- a. The City of Hinesville is responsible for the installation of striping and logos on all new transit vehicles. All costs associated with such installation and materials shall be paid by the City of Hinesville. The TPC is responsible for the installation of striping and logos resulting from accidents or damage to vehicles.

4. Performance Monitoring.

- a. The City of Hinesville is responsible for monitoring the performance of the TPC and the TPC's employees in the provision of transit service. Such performance monitoring shall be used to determine compliance with performance standards and performance norms as well as the award and assessment of financial incentives, penalties.

5. Complaint Resolution.

- a. The City of Hinesville is responsible for receiving customer complaints regarding the provision of transit service and responding back to the customer upon investigation by the TPC. In unusual cases, the City of Hinesville may require the Contractor to be involved in the customer response process.

6. Facility.

- a. The City of Hinesville provides space at the Hinesville Public Works facility for the maintenance needs associated with the Liberty Transit system.

7. Fuel.

- a. The City of Hinesville will provide all fuel necessary for the operation of the Liberty Transit system.

8. Capital Equipment Acquisition.

- a. The City of Hinesville will provide matching funds for approved procurement of capital equipment.

9. Vehicle Insurance:

- a. The City of Hinesville will provide vehicle insurance for transit vehicles as prescribed by the Georgia Department of Transportation (GDOT).

ALL PROPOSALS, TO BE ELIGIBLE FOR CONSIDERATION, MUST BE DELIVERED TO THE CITY OF HINESVILLE NO LATER THAN JULY 1, AT 10:00 AM.

END OF SECTION I

I. PROPOSAL REQUIREMENTS

Proposers must submit proposals in two (2) parts. The first part includes, but is not limited to, a technical and contractual proposal, including all required submittals. The second part includes, but is not limited to, proposed price and cost data, including all required submittals. All information including the number and names of Proposers is kept confidential, within legal constraints.

Proposals shall consist of seven (7) copies of the respondent's technical proposal and one (1) electronic copy on a flash drive, less cost information, and the proposal should be submitted in a sealed envelope to the City of Hinesville for review. Cost information (1 copy) should also be submitted in a sealed envelope, separate from the Technical Proposal, but may be included in the same mailing package. All proposals shall be directed to Ryan Arnold, City Manager, City of Hinesville, 115 East M.L. King, Jr. Drive, Hinesville, Georgia, 31313.

The City of Hinesville will not be responsible for any costs incurred by Proposers in response to this Request for Proposals (RFP) and the city reserves the right to reject any or all proposals received.

Proposing firms must not be on the Comptroller General's list of ineligible firms. The successful proposer will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Disadvantaged Business Enterprises (DBEs) shall be afforded full opportunity to submit proposals.

Any requests for deviations, approved equals, or exceptions to the RFP must be received by City of Hinesville, in writing, not later than , local time. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal or superior to the specification requirement. The City of Hinesville shall notify in writing those firms submitting such requests of their specific acceptance or rejection, item by item, by June 3, 2026 at If formal requests for deviations, approved equals, or exceptions are not received in writing by the due date, submitted proposals will be interpreted to comply with and meet exactly the City of Hinesville RFP and Scope of Work.

This procurement is funded by Federal dollars and is therefore subject to all Federal requirements. A list of Federal requirements can be found in APPENDIX D of this RFP. At the end of the attachment is a signature line stating that the vendor acknowledges the federal requirements. This attachment and signature line must be returned with your bid.

Required forms have been included in the Attachments section of this RFP and must be included in the proposal package along with copies of all Addendum issued during the RFP process.

The selected firm **must attain a Unique Entity ID** through www.sam.gov. The selected firm is not required to register with sam.gov but only need to attain the ID.

GDOT's goal for this project is 6.44%. Proposers must utilize Form D as part of their proposal to indicate how they plan to reach the goal.

END OF SECTION II

II. INSTRUCTIONS TO PROPOSERS

Proposals shall contain information that is relevant and demonstrates the proposers experience in similar types of projects and supports their capabilities to successfully undertake the project.

Proposers are responsible for meeting all requirements described in Section IV Proposal Guidelines and in Section V Scope of Work in this Request for Proposals (RFP). Proposers shall limit their proposals to thirty (30) pages, excluding cover letter, tabs (if any), resumes, and forms. Proposers should provide this information in the order described below. Proposers should not simply “cut and paste” from this RFP. However, they are encouraged to submit unique proposals that may include innovative ideas and/or any proposed cost-saving measures for the existing Liberty Transit system. For a proposal to be accepted as responsive, the following items shall be included:

1. Description of Firm or Organization’s Capabilities and Experience.
 - a. Proposals shall include a description of the organization or firm including its legal status, authority and or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm’s headquarters, management organization with names and locations of managing director(s) for this project. The description shall include a list of current and past clients for which similar services have been provided. Such client list shall include references, including the client organization name, address, contact person, telephone number, number of vehicles operated for client, etc. The Proposer’s responsibilities for the client (i.e. vehicle operations, vehicle maintenance, scheduling/dispatching, etc.) and years that service was provided should also be identified.
2. Description of the firm’s management organization and personnel to be assigned to the project.
 - a. Proposals shall include a description of experience, and qualifications of the supervisory personnel assigned to manage the project, successfully detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications for the individual assigned locally to manage the project. A resume for each key person having a supervisory role must be included.
3. Track Record with Safe Vehicle Maintenance
 - a. Proposals shall include a description of the safety history of the Proposer with respect to the provision of contracted vehicle maintenance services at 3 previous or current providers. Firms which may have operated under another business name should include their experience under all business names if it is to be used as a reference.
4. Description of the Key Financial, Management, and Technical Resources - Proposals shall include a description of the firm or organization’s financial resources and history of financial stability. Proposer shall demonstrate financial stability by providing financial statements and/or audits

including an income statement and balance sheet, supplemented, if necessary, by evidence of credit line or other resources to demonstrate financial capacity to successfully undertake the project. Proposals shall also include a description of the insurance coverages to be provided for Workers Compensation insurance, comprehensive general liability, and automobile liability consistent with the requirements of the proposal. Such description shall include the name of the insurer, A.M. Best rating, and limits of insurance.

5. Description of the Proposed Staffing, Training, Start-up, and Implementation Plan

- a. The Proposer shall submit a staffing plan detailing how it proposes to locate and hire, mechanics and utility personnel to carry out the project successfully. The staffing plan shall identify and describe the number of mechanics, utility and any other personnel necessary to carry out the project. The proposal shall include a description of its management plan indicating how it proposes to successfully manage the project, including technical resources. The Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are properly trained in the performance of their duties with emphasis on safety, Americans with Disabilities Act (ADA) requirements, and good customer service. A brief description of the proposed training content and schedule shall be included. In addition, the Proposer shall address refresher training including frequency and content. The proposal shall also include an overall project schedule including milestones and proposed completion dates. This project schedule shall identify and describe the key milestones and activities required to assure progress toward successful start-up and on-going implementation of the project.

6. Description of the Proposed Vehicle Maintenance Plan

- a. The FTA vehicles under this agreement must be maintained in safe, good mechanical condition and in a state of good repair. The Vehicles will follow the preventive maintenance schedule as written in the county maintenance agreement and meet this schedule 80% of the time for all system vehicles. Vehicles shall be subject to inspections by GDOT representatives. GDOT inspections will occur on an annual basis and in accordance with the Vehicle Monitoring Form. Vehicles utilized for the Section 5307 Program shall be parked overnight and on weekends at places to be designated by the City of Hinesville. Mechanics must meet all requirements for a safety-sensitive employee described in the City of Hinesville's Zero Tolerance Drug and Alcohol Abuse Policy.
- b. The Proposer shall describe its approach to vehicle maintenance that adheres to a detailed Vehicle Maintenance Plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted) and details regarding the steps in the preventative maintenance program, including scheduled inspection intervals, maintenance program for preventative maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment.

7. Management, Operating and Equipment Costs

- a. The Proposer shall submit a complete Cost Proposal Form A that includes Annual Cost and future year cost. The proposer must fully complete, sign, and date the attached Cost Proposal Form. Proposers shall include all project costs as part of their completed Cost Proposal Form, including management and supervisory costs. Any deviations or exceptions made by a Proposer to the Cost Proposal Form not approved by City of Hinesville in advance may render the Proposer's cost proposal as non-responsive.

END OF SECTION III

III. PROPOSAL GUIDELINES

The following guidelines will apply to information included in the proposal.

1. Addendum

Any change in the conditions or terms of this RFP will be accomplished by written addendum sent to prospective Proposers and posted to the website. All such addenda shall be acknowledged in the proposal and shall become part of the contract.

2. Rights of rejection

The City of Hinesville reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason.

3. Responsive proposals

The City Council of the City of Hinesville or its designee shall solely determine if each proposal is responsive. The responsiveness of each proposal shall be determined by its conformance to the scope of work, instructions to Proposers, legal requirements of the RFP, and the best interests of the City.

Any proposal that fails to conform to the essential requirements of the RFP shall be deemed non-responsive, and accordingly rejected.

4. Responsible proposers

The City of Hinesville shall award contracts only to responsible and responsive Proposers who possess the potential to perform successfully under the terms and conditions of this RFP. Consideration shall be given to such matters as Proposer's integrity, qualifications of Proposer's staff, experience with similar projects, record of past performance, and accessibility to financial and technical resources. The Proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by City of Hinesville clearly indicates that the Proposer is not responsible and the City of Hinesville has doubts about the productive capacity, financial strength, or past performance of a Proposer which cannot be resolved affirmatively, a determination that the Proposer is non-responsible shall be rendered.

5. Withdrawing proposals

After proposals are opened by the City of Hinesville, the Proposer may not withdraw proposals for sixty (60) calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the Proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his/her identity known and shall sign a receipt for the proposal. Written notices shall be received in the City of Hinesville no later than the exact date and time for proposal opening.

6. Basis of evaluation and contract award

Proposals shall be scored by an evaluation committee consisting of City of Hinesville City Council members and/or their designee(s) which may include City staff, Ft. Stewart representatives, representatives of the City of Flemington, and/or consultants, or other parties. The evaluation criteria for the proposals and associated point values are shown in Section V of this RFP.

7. Timely completion

All Proposers by virtue of submitting a proposal agree to meet the project schedule as outlined in this RFP.

8. Assignment of contract

This contract may not be assigned in whole or in part without the written consent of the City of Hinesville.

9. Subcontracting

Subcontracting to other firms, corporations, partnerships, agencies, or individuals for the actual provision of transit service or vehicle maintenance is not allowed without the advanced written approval of the City of Hinesville.

10. Applicable law and venue

The work performed by the successful Proposer in response to this RFP shall comply with all applicable federal, state, and local laws and their respective rules and regulations. This compliance shall be at the successful Proposer's expense. Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Liberty County, Georgia.

11. Indemnification

The selected firm shall indemnify and hold harmless the City of Hinesville, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the firm's acts or omissions, including acts or omissions of its employees, servants, and agents. The City of Hinesville will give prompt notice of any suits or claims instituted and will give all needed information to the firm for defending itself through counsel.

12. Protest procedures

Protests may be made by prospective Proposers whose direct economic interests would be affected by the award of a contract or by failure to award a contract. The City of Hinesville will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. For a copy of the full Liberty Transit Procurement Guidelines please email Ryan Arnold at rarnold@cityofhinesville for the latest copy.

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the City Manager by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the City Manager within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The City Manager may, however, permit the electronic provision of supplemental information after the initial protest

submittal. All protests are to be submitted in writing to the City of Hinesville, 115 E. Martin Luther King, Jr. Drive, Hinesville, Georgia 31313. Protest submissions shall be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- a. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party.
- b. Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party.
- c. Identification of the solicitation section or contract section which the protest concerns.
- d. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- e. A description of the nature of the protest, referencing the portion(s) of the solicitation involved.
- f. A statement as to what relief is requested.
- g. A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced to an appropriate link.

Protests shall be submitted in accordance with the requirements of this chapter and any directions included in the solicitation and shall be addressed to the City Manager at 115 East M.L.K Jr. Drive, Hinesville GA 31313 within five (5) business days of the issuance of the notice of intent to award. The City shall respond within five (five) business days and the determination will be final.

Protests may be reconsidered should additional information become available within ten (10) days of the notice of final determination.

Liberty Transit Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- City Manager– Serves as the Agency's Authorized Official and official Point Of Contact regarding a procurement protest.
- Finance Director – Responsibilities include: ensuring that the Liberty Transit Protest Procedure is included in all solicitation documents; and providing information to and assisting the City Manager and City Attorney with the resolution of protests.

- City Attorney – Responsibilities include: reviewing all procurement protests; and advising and assisting the Liberty Transit as needed with the resolution of all procurement protests.

The Finance Director shall be responsible for overseeing the decision process and for the content of the decision. The Director shall ensure that all relevant parties within AGENCY have been involved in the decision-making process.

Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Finance Director as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Finance Director may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Finance Director as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Finance Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Liberty Transit, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Liberty Transit's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Finance Director as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Liberty Transit.

The Finance Director may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Liberty Transit shall announce the contract award.

The decision by the Finance Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by GDOT as specified below.

The Finance Director shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Liberty Transit will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Liberty Transit response to the protest and Liberty Transit will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

Protests to Federal Transit Administration (FTA). Under certain limited circumstances, an interested party may protest to FTA the award of a contract pursuant to an FTA grant. FTA's review of any protest will be limited to alleged failure by City of Hinesville to have written protest procedures or alleged failure to follow such procedures.

Protesters shall file a protest with FTA not later than five (5) federal working days after a final decision is rendered under the City of Hinesville protest procedure. In instances where the protester alleges that City of Hinesville failed to make a final determination on the protest, the protester shall file a complaint with FTA no later than five (5) federal working days after the protester knew, or should have known, of City of Hinesville's failure to render a final determination on the protest.

Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to City of Hinesville. Any protest filed with FTA shall include the name and address of the protester and the City of Hinesville project which the protest concerns and contain a statement of the grounds for the protest and any supporting documentation.

Protests filed with the FTA shall also include a copy of the local protest filed with City of Hinesville and a copy of the City of Hinesville decision, if any.

When a protest has been timely filed with FTA before award, City of Hinesville shall not make an award prior to five (5) federal working days after the resolution of the protest, unless City of Hinesville determines that the items to be procured are urgently required; delivery or performance will be unduly delayed by failure to make the award promptly; or failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

All forms included with this RFP must be completed and returned to the City of Hinesville with the Proposal.

END OF SECTION IV

IV. PROJECT REQUIREMENTS

1. **Charter Service Operations** - The TPC agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
2. **School Bus Operations** - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
3. **Energy Conservation –**
The TPC 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.
4. **Clean Water –**
(1) The TPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The TPC agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The TPC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - TPCs who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose 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 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
6. **Access to Records** - The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the TPC agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their

authorized representatives access to any books, documents, papers and records of the TPC which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. TPC also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO TPC access to TPC's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, TPC agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO TPC, access to the TPC's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, TPC agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the TPC which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the TPC shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The TPC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The TPC agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 TPC agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

7. **Federal Changes** - TPC shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. TPC's failure to so comply shall constitute a material breach of this contract.

8. Clean Air –

(1) The TPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The TPC agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The TPC also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

9. No Obligation by the Federal Government.

(1) The Purchaser and TPC 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 the Purchaser, TPC, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The TPC agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-TPC who will be subject to its provisions.

10. Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The TPC 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 TPC 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 TPC 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 TPC to the extent the Federal Government deems appropriate.

(2) The TPC also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the TPC, to the extent the Federal Government deems appropriate.

(3) The TPC 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 sub TPC who will be subject to the provisions.

11. Termination Provisions

(1) Termination for Convenience (General Provision) The Recipient may terminate this contract, in whole or in part, at any time by written notice to the TPC when it is in the Government's best interest. The TPC shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The TPC shall promptly submit its termination claim to Recipient to be paid the TPC. If the TPC has any property in its possession belonging to the Recipient, the TPC will account for the same, and dispose of it in the manner the Recipient directs.

(2) Termination for Default [Breach or Cause] (General Provision) If the TPC does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the TPC fails to perform in the manner called for in the contract, or if the TPC fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be affected by serving a notice of termination on the TPC setting forth the manner in which the TPC is in default. The TPC will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient that the TPC had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the TPC, the Recipient, after setting up a new delivery of performance schedule, may allow the TPC to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure (General Provision) The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the TPC [14 days] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If TPC fails to remedy to Recipient's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by TPC of written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the Contract without any further obligation to TPC. Any such termination for default shall not in any way operate to preclude Recipient from also pursuing all available remedies against TPC and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach In the event that Recipient elects to waive its remedies for any breach by TPC of any covenant, term or condition of this Contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(5) Termination for Convenience (Professional or Transit Service Contracts) The Recipient, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(6) Termination for Default (Supplies and Service) If the TPC fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the TPC fails to comply with any other provisions of this contract, the Recipient may terminate this contract for

default. The Recipient shall terminate by delivering to the TPC a Notice of Termination specifying the nature of the default. The TPC will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the TPC was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

(7) Termination for Default (Transportation Services) If the TPC fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the TPC fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the TPC a Notice of Termination specifying the nature of default. The TPC will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the TPC has possession of Recipient goods, the TPC shall, upon direction of the Recipient, protect and preserve the goods until surrendered to the Recipient or its agent. The TPC and Recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the TPC was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

12. Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the TPC is required to verify that none of the TPC, 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 TPC 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 the County. If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the County of Hinesville, 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.

13. **Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the TPC and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The TPC agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the TPC agrees to obtain the express consent of the Federal Government before the TPC or its employees operate a system of records on behalf of the Federal Government. The TPC understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The TPC also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

14. **Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the TPC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the TPC agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the TPC agrees to refrain

from discrimination against present and prospective employees for reason of age. In addition, the TPC agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the TPC agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the TPC agrees to comply with any implementing requirements FTA may issue.

(3) The TPC also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

15. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the TPC mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the TPC shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the TPC and the TPC shall abide by the decision.
16. **Performance During Dispute** - Unless otherwise directed by the County, TPC shall continue performance under this Contract while matters in dispute are being resolved.
17. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
18. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the TPC arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Georgia.
19. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or TPC shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
20. **Transit Employee Protective Provisions.**
 - (1) The TPC 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 TPC agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S.

Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The TPC 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 subsections (b) and (c) of this clause.

(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 TPC 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 TPC agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311(a)(2) in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the TPC agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The TPC also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

21. Disadvantaged Business Enterprises

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 6.02%. A separate contract goal has not been established for this procurement.

(2) The TPC shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The TPC shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the TPC 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 County of Hinesville deems appropriate. Each subcontract the TPC signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

(4) The TPC is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contract's receipt of payment for that work from the Recipient. In addition, the TPC may not hold retainage from its subcontractor.

(5) The TPC must promptly notify the Recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub to perform at least the same amount of work.

The Contract may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

22. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The TPC shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

23. Drug and Alcohol Testing

The TPC agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The TPC agrees further to certify annually its compliance with Part 655 before February 1 and to submit the Management Information System (MIS) reports before March 1 to the Assistant City Manager at 115 East. M.L.K. Jr. Drive, Hinesville Ga 31313.

To certify compliance the TPC 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. The TPC agrees further to submit before November 1, 2026 a copy of the Policy Statement developed to implement its drug and alcohol testing program.

24. BUY AMERICA for rolling stock purchases over \$150,000

The TPC agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

25. FLY AMERICA if contract involves foreign transport or travel by air

The proposer understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for this project unless that air transportation is provided by US-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC section 40118, and USGSA regulations "Use of United States Flag Air Carriers", 41 CFR sections 301-10.131 through 301-10.143.

26. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

END OF SECTION V

V. PROPOSAL EVALUATION PROCESS

Approving Authority

The Approving Authority for this RFP is the City of Hinesville and the authority to approve the contract for Liberty Transit resides with the Liberty Transit Steering Committee.

Technical Evaluation Committee

For this RFP, a Technical Evaluation Committee will review and evaluate proposals. In turn, they will make a recommendation for selection of a firm to the Approving Authority.

Evaluation Process

Contractual services are being competitively negotiated under the terms of the Federal Transit Administration's Third-Party Contracting Guidance Circular (FTA C 4220.1F), all other applicable federal requirements, and the Georgia Department of Transportation guidelines will be applicable. The Steering Committee reserves the right to reject all proposals received in response to this procurement, and reserves the right to waive irregularities that, in the Commission's judgment, are not material.

As noted in the preceding section, the evaluation is based on several factors, and thus the selection of a preferred proposal is not based on cost alone. As described below, the evaluation will be performed in multiple stages – each stage may result in the exclusion of proposals from ensuing stages. The Committee may, at its sole discretion, seek assistance by outside experts during this evaluation, to support the in-house evaluation team.

1. Assessment of responsiveness and responsibility

All proposals will be examined to determine whether all proposal submission requirements have been satisfied and whether the proposer meets minimum requirements to evidence the proposer's responsibility. Only those proposals judged responsive and responsible will be evaluated further. "Responsibility" determinations may involve initial reference checks, as the evaluation team deems necessary.

2. Comprehensive evaluation

Initially the Technical Evaluation Team will evaluate the proposals based on technical merit only. 90% of the overall scoring process is associated with factors other than cost. Once the proposals have been evaluated for technical merit, the procurement staff will provide the scores for the cost proposals, then overall cost portion of the scoring (10%) is considered in conjunction with the factors other than cost (comprising 90% of the overall scoring).

The technical evaluation will include reference checks of those proposers surviving the assessment of responsiveness evaluation. The technical evaluation score produced in this step may be altered after subsequent interviews if new insights result from that interview. This step

will result in a rank ordering by the evaluation committee of the proposals. This rank ordering will be the basis for determining which proposers will be invited to attend interviews in the next step.

All qualified proposals will be evaluated using the following criteria:

• Company Experience	30
• Methodology and Approach	20
• Financial Strength	20
• Company Location and Support	10
• Response Quality	<u>10</u>
Total Points	100

3. Interviews

The evaluation team will conduct interviews with top-ranked proposers resulting from Step 2 in order to gain additional technical insight. These interviews will provide the City of Hinesville and Liberty Transit to introduce the proposed contract team and present how the team will organize and mobilize the Liberty Transit transition period. Operator training and safety plans will be explored.

4. Negotiations

Led by the City of Hinesville’s Transit Committee designee, negotiations with the highest ranked proposer(s) will begin, during which time changes to the proposal may be sought by the Liberty Transit Steering Committee representatives and may be made with the proposer(s) assent. Note that, at the Transit Committee’s sole discretion, negotiations may occur in parallel with more than one proposer.

5. Best and Final Offers

At this point, the Liberty Transit Committee representatives may seek a “Best and Final Offer” (BAFO) from one or more proposers.

6. Recommended award

Based upon the results of all previous steps in the process, the Liberty Transit Steering Committee Director will make a recommendation to City of Hinesville for the award of this contract. The City of Hinesville City Council will make the final determination.

END OF SECTION VI

FORMS

FORM A

Proposer should express his/her cost per revenue hour, excluding fuel, in Table D-1 below.

Table D-1 Proposer's Cost per year

	Year One	Year Two	Year Three (at option of the City)	Year Four (at option of the City)	Year five (at option of the City)	Year six (at Option of the City)	Year Seven (at Option of the City)
Cost Per Year							

Signature: _____

Printed Name: _____

Title: _____

Company/Firm: _____

Date: _____

Witness: _____

FORM B
**CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(The Contractor) or

(Subcontractor)

certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a federal department or agency.

(If the Prime Contractor or Subcontractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid/offer).

(Prime Contractor) _____

or

(Subcontractor) _____

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET. SEQ. are applicable thereto.

Signature of Authorized Official

Name (Printed)

Title of Authorized Official

Date

(This form must be completed by the Contractor and Subcontractors)

FORM C
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf
(name and title of Firm/Contractor Official)

of _____ that: (name of Firm/Contractor)

(1) No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. No federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels.

(2) If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contract under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, _____

By: _____ Title: _____

FORM D DBE UTILIZATION FORM

REQUEST FOR QUALIFICATIONS
RFQ 2026-02 Supplement
Liberty Transit Third Party Maintenance Services

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Bidder/Offeror anticipates use one or more DBE and/or small business on the project to include approximately 6.44% of the total contract amount.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the City of Hinesville have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent of Total Contract Value	Description of Work to be Performed	Certified DBE by GDOT?
				() yes () no
				() yes () no
				() yes () no
				() yes () no

ATTACHMENTS

APPENDIX B

LIBERTY TRANSIT

SAFETY PLAN

FEBRUARY 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.

Liberty Transit establishes 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.

Liberty 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 Liberty Transit has adopted it to comply with FTA Part 673 requirements. Our Board of Commissioners, the city manager, and mobility manager 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) Liberty Transit has adopted this PTASP and the tenets of SMS, including a Safety Management Policy and the processes for Safety Risk Management (SRM), Safety Assurance, and Safety Promotion, per 49 United States Code (U.S.C.) 5329(d)(1)(A). While safety has always been a primary function at Liberty 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 proposed revisions to the NPTSP to address the new requirements in the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act to further advance transit safety. This Plan 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. Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Liberty Transit, all levels of management, administration, and operations are responsible for the safety of their customers and themselves.

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

I

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.

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

Approved by	Date
Accountable Executive, Ryan J. Arnold, City Manager 	2/20/26

Revision Record				
Revision #	Review Date	Reviewer	Revision Date	Approved By
1	12/31/22	GDOT		GDOT
2	12/31/23	GDOT		GDOT
3	12/31/24	GDOT		GDOT
4	12/4/2025	GDOT		GDOT

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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 U.S.C. § 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. § 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, Acts of God, system or personal security event (including suicides), and other safety events.

Hazard: A condition that has the potential to cause injury, illness, death, or property damage.

Hazard Likelihood: Probability of a hazard to occur.

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

Incident: An event that involves any of the following; personal injuries 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 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 that require that the vehicle be pulled from service.

National Public Transportation Safety Plan: The plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. 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 Notice of Proposed Rulemaking (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 U.S.C. 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: 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: 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: 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 U.S.C. 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 U.S.C. 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 U.S.C. 5326 and 49 CFR Part 625.

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
ARB	Accident Review Board
BIL	Bipartisan Infrastructure Law
DR	Demand Response
CSO	Chief safety officer
FTA	Federal Transit Administration
FY	Fiscal Year
GDOT	Georgia Department of Transportation
HAMPO	Hinesville Area Metropolitan Planning Organization
KPI	Key performance indicator
MAP-21	Moving Ahead for Progress in the 21st Century
MB	Motor Bus
NPRM	Notice of Proposed Rulemaking
NPTSP	National Public Transportation Safety Plan
NTD	National Transit Database
ODP	Operator Development Program
PTASP	Public Transportation Agency Safety Plan
SMS	Safety Management System
SPT	Safety performance target
SRM	Safety Risk Management
TAM	Transit Asset Management
UPT	Unlinked Passenger Trips
U.S.C.	United States Code
VRM	Vehicle revenue miles

1 Transit Agency Information

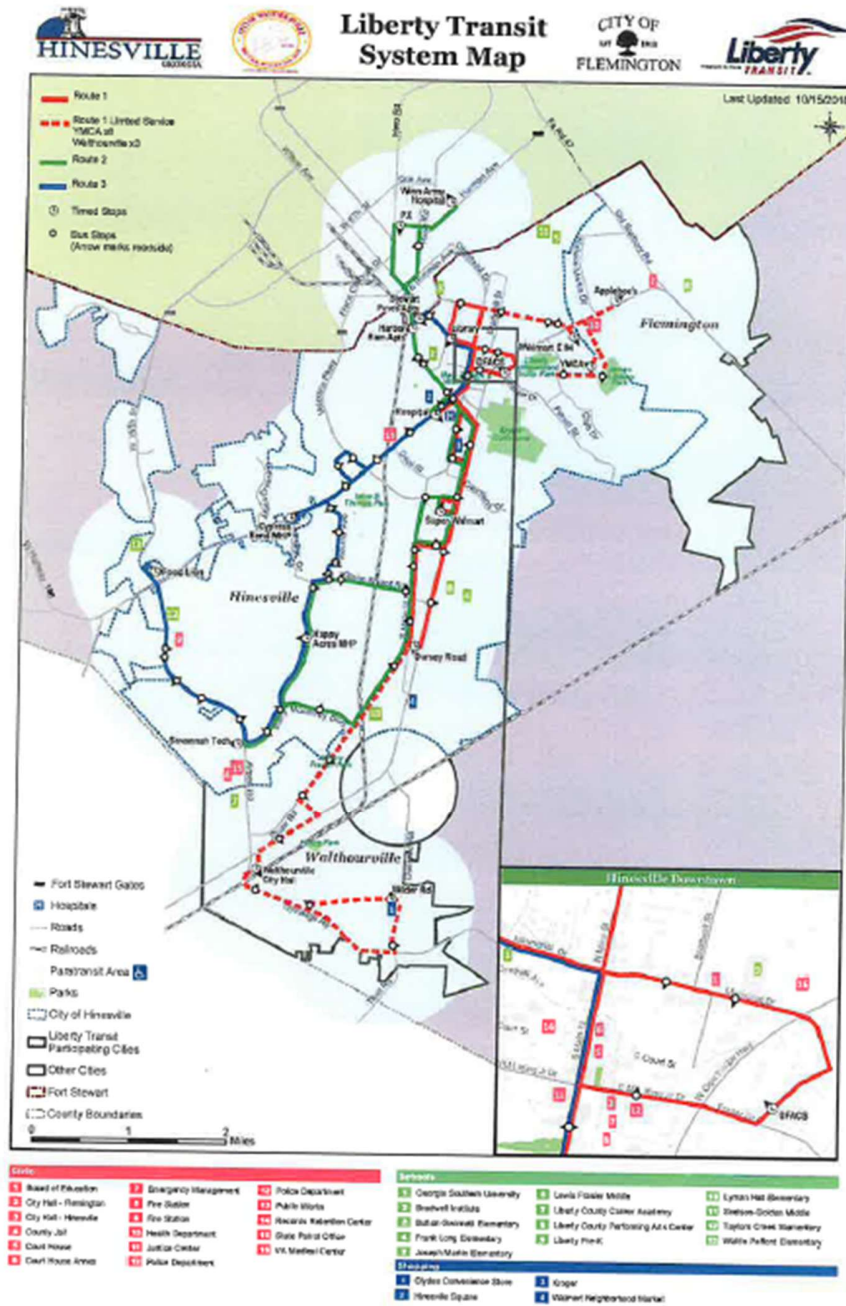
Liberty Transit is a fixed-route public transit system that operates within the City of Hinesville, City of Flemington, , and Fort Stewart Military Installation, home of the 3rd Infantry Division. The service area is approximately 20 square miles with an estimated population of 34,891 (as recorded at the 2020 U.S. Census). The Liberty Transit System is governed by the Transit Steering Committee, which is comprised of the mayor of Hinesville, mayor of Flemington, Liberty County Board of Commissioners chairperson, .. The agency operates a fleet of nine buses, each equipped with Americans with Disabilities Act (ADA)-complaint wheelchair lifts and tie downs as well as bicycle racks for multimodal passengers.

While Liberty Transit is currently a fixed-route transit system, the long-term goal is to become a countywide system and ultimately, part of a regional solution to transportation needs. In order to accomplish these long-term goals, the staff at Liberty Consolidated Planning Commission are working with transit partners across the region to develop a plan to make these goals a reality.

Transit Agency Name	Liberty Transit		
Transit Agency Address	115 East Main Street, Hinesville Georgia 31313		
Accountable Executive (Name and Title)	Ryan Arnold, City Manager		
Chief Safety Officer (Name and Title)	Donna Dale, Transit Director		
Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)	Fixed Route and ADA Paratransit	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307
Vehicles Operated in Maximum Service, by Mode	Fixed Route: 3 ADA Paratransit: 2	Other (describe mode)	1 (capacity for extraordinary service route)
Mode(s) of Service Contracted Out to Third-Party Operators			
Name of Third-Party Operator (if applicable) and contact person			

Does the agency provide transit services on behalf of another transit agency or entity?	Yes	No X	Description of Arrangement(s)	The City of Hinesville serves as the grantee for the 5307 program, which funds Liberty Transit. Liberty Transit serves the cities of Hinesville, Flemington, and Fort Stewart.
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	City of Flemington, 156 Old Sunbury Road, Flemington Georgia 31313 Fort Stewart, 954 William H. Wilson Avenue, Building 624, Suite 131 Fort Stewart, Georgia 31314			
Are any transit employees represented by a Labor Union? If so please describe.	No			
No. of Fixed Bus Routes:	3			
Annual Vehicle Revenue Miles (VRM)	Fixed-Route Bus VRM		Demand Response/ Paratransit VRM	
	114540		37556	
Annual Unlinked Passenger Trips (UPT)	Fixed-Route Bus UPT		Demand Response/ Paratransit UPT	
	26102		8260	

Figure 1 – Liberty Transit System Map



2 Safety Management

2.1 Safety Management Policy – 673.23(a)

Liberty Transit 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 city manager. Every employee must practice workplace safety; use equipment, tools, and materials properly; and be trained in the agency's work rules and procedures for their respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

Liberty 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;
- Ensuring all staff are competent in safety management matters and are allocated only to tasks commensurate with their skills;
- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets (SPTs);
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective; and
- Ensuring externally supplied systems and services to support our operations are delivered to meet our safety performance standards.

This agency Safety Plan 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.

2.2 Employee Safety Reporting – 673.23(b)

Employees are required to embrace Liberty Transit's safety goals and objectives and are encouraged to report safety concerns, issues, or hazards. Executive management has 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 contractors) have a duty to report any unsafe condition to their supervisor, manager, or the chief safety officer (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 safety conditions 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.

2.3 Safety Management Policy Communication – 673.23(c)

Liberty Transit staff, , 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:

- 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; and
- Safety campaigns.

2.4 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 units (both contracted and in-house) involved in the provision of transit services. We emphasize the goal of all personnel and contractors 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:

City Manager, Accountable Executive (Current Incumbent, Ryan Arnold)

- 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;

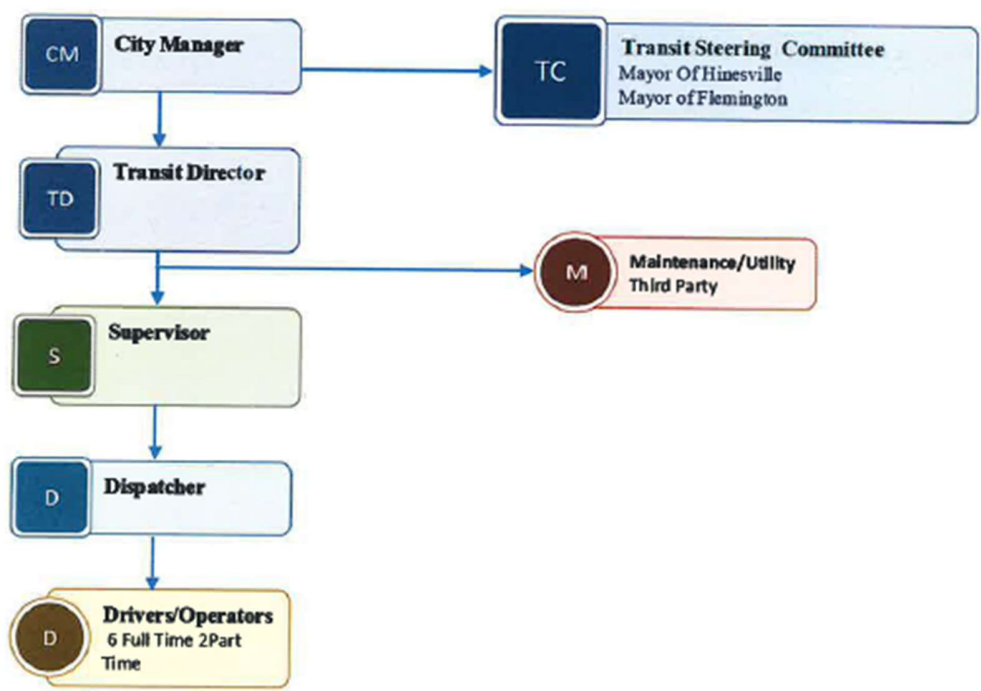
- Participates in regular meetings with key staff to understand the status of safety programs and data; and
- Ultimately holds responsibility for all agency safety outcomes.

Transit Director, CSO (Donna Dale, Transit Director)

- Regularly reports to the accountable executive to provide status reports on Liberty Transit's safety program implementation;
- Manages and implements the Safety Plan throughout the Liberty Transit system;
- Chairs safety meetings with key departmental managers, including Operations and Maintenance;
- Participates in formal meetings with the FTA and GDOT on safety regulatory and program topics;
- Reports Safety Performance Measures/Targets to the Hinesville Area Metropolitan Planning Organization (HAMPO);
- 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 hazard management 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 researches safety codes, standards, and regulations;
- Compiles and analyzes health and safety statistics; produces reports, records, documents, and manifests; accesses and updates database 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.

Other agency executive management who have responsibilities in support of implementation and management of Liberty Transit's SMS include the assistant city manager of the City of Hinesville, , road supervisor, Vehicle Maintenance Department, and dispatch. Provided in **Figure 2**, which follows, is the Organization Chart for the Liberty Transit SMS.

Figure 2 – Liberty Transit SMS Organizational Chart



2.5 Safety Committee

The CSO will periodically convene meetings of the safety committee to discuss safety program issues, safety data/performance indicators, Safety and TAM Plan updates, among various other issues that pertain to overall agency safety matters. The safety committee is an executive-level function that will at minimum include the city manager, key representatives from Operations and Maintenance, and will be chaired by the CSO. The objectives of regular meetings of the safety committee are to ensure that the city manager 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.

The safety committee of a recipient shall:

- (i) Be convened by a joint labor-management process;
- (ii) Consist of an equal number of—
 - (I) Frontline employee representatives selected by a labor organization and 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
 - (II) Management representatives
- (iii) Have, at a minimum, responsibility for—
 - (I) Identifying and recommending risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment;
 - (II) Identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and
 - (III) Identifying safety deficiencies for purposes of continuous improvement.
- (iv) Risk reduction performance targets.
 - (I) In general—The safety committee shall establish performance targets for the risk reduction program ... using a 3-year rolling average of the data submitted by the recipient to the national transit database under Section 5335.

3 Safety Risk Management (673.25)

3.1 Safety Risk Management Program

Liberty 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:

- Safety risk identification
- Safety risk assessment
- Safety risk mitigation

3.2 Safety Risk Identification

Safety Risk identification and resolution is a core element of this Safety 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:

- 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;
- Compliance programs;
- Safety committee reviews;
- Via reports from local agencies such as the Hinesville Police Department; and
- Public feedback/complaints.

Liberty Transit emphasizes timely identification, anticipation, reconciliation, 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. Safety risks that 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.

Hazards 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.

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 equipment must be established. Hazard severity ratings are based on categories from Military Standard 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

Severity Level	Characteristics			
	People	Equipment/Services	Financial	Reputational
Catastrophic 1	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)
Critical 2	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)
Major 3	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
Marginal 4	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
Insignificant 5	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 probability 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 probability 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 probability is documented in hazard analysis reports, memos, or minutes from meetings. The assessment of the probability of hazard occurrence will consider specific system operations based on the current system configuration. Hazard likelihood levels to be considered are shown in Table 2.

Table 2 – Safety Risk Likelihood

Probability	Specific Item	Fleet / Inventory	Frequency
A Frequent	Likely to occur frequently in the life of an item	Continuously experienced	26 or more events in a year
B Probable	Will occur often in the life of an item	Will occur frequently in the system	13 to 25 events in a year
C 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
D 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
E Improbable	Unlikely to occur but possible	Unlikely to occur, but possible	1 event in 25 years

F Eliminated	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.
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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 Catastrophic	2 Critical	3 Major	4 Marginal	5 Insignificant
A Frequent	1A	2A	3A	4A	5A
B Probable	1B	2B	3B	4B	5B
C Occasional	1C	2C	3C	4C	5C
D Remote	1D	2D	3D	4D	5D
E Improbable	1E	2E	3E	4E	5E
F 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 Reduction Program

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:

- A reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments.
- The mitigation of 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 when a risk analysis performed by the safety committee determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers.
- iii. 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 hazards may require the use of a Safety Risk Register, 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 (CAP).

The Safety Risk Register, when used, is updated regularly until the hazard CAP 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.

Other departmental records and oversight of issues are routinely maintained to track issues as matter-of-course office processes. For example, the tracking of complaints and concerns regarding Liberty Transit; these issues are processed by the City of Hinesville via its online tracking software, and complaints and concerns may also be made to the assistant city manager and/or city manager.

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 – 373.27(a)

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under the SRM program. The city manager and CSO are responsible for monitoring and evaluating day-to-day operations to ensure that 1) emerging risks are identified, 2) Liberty 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.

4.1 Safety Performance Monitoring and Measurement of Risk Mitigations

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 city manager has the ultimate responsibility of affording the riding public and employees safe and secure operations. 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. Among the various Safety Assurance activities overseen by the city manager and CSO include:

- Fleet operations;
- Standard Operating Procedures for Reporting Accidents;
- Standard Operating Procedures for Reporting Incidents;
- 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.

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 city manager 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 show us 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, Liberty 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. An investigation report is prepared and sent to the safety committee for integration into their analysis of the event. The safety committee determines whether:

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

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.

The CSO maintains a list of safety risk mitigations in a Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation. The CSO establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The CSO will endeavor to make use of existing processes and activities before assigning new information collection activities.

The CSO and safety committee review the performance of individual safety risk mitigations during safety committee meetings, based on the reporting schedule determined for each mitigation and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not

implemented or performing as intended, the safety committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The CSO will approve or modify this proposed course of action and oversee its execution.

4.3 Safety Performance Measures and Targets

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

- Fatalities – Total number of reportable¹ fatalities and rate per total VRM by mode;
- Assault on Transit Workers - Total number of reportable assaults on transit workers 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.

These SPTs are based on data submitted to the National Transit Database (NTD). Our annual performance targets for these measures for Fiscal Year (FY) 2026 are below in **Table 4**. These safety performance targets will be shared with HAMPO to aid in the planning process. Liberty Transit will coordinate with GDOT and HAMPO in the selection of State and metropolitan planning organization SPTs as requested. A member of HAMPO regularly attends the Liberty Transit monthly steering committee meeting to provide staff support. The CSO and representatives of the city also attend monthly HAMPO meetings. These various meetings are used as a way for Liberty Transit and HAMPO to stay in contact and connected.

In accordance with 49 United States Code (U.S.C.) 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, Liberty 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 U.S.C. 5329(d)(1)(I)(ii), Liberty 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. To conduct this review, the safety committee will conduct risk analyses to determine if such physical mitigations are necessary to reduce assaults and injuries to transit workers.

¹ The thresholds for "reportable" fatalities, injuries, and events are defined in the NTD Safety and Security Reporting Manual.

Table 5 – FY 2026 Safety Performance Measures and Targets

Motorbus (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	0	0.00			0	0.00	115,817
2023 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	113,132
2024 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	114,540
Average	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114496.33
2026 SPT (MB)	0	0	0	0	0	0	0	0	108772

Demand Response (per 100,000 VRM)									
Mode - DR	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	0	0.00			0	0.00	12,475
2023 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	20,527
2024 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	37,556
Average	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23519.33
2026 SPT (DR)	0	0	0	0	0	0	0	0	22343

*rate = events per 100,000 vehicle revenue miles

**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

All new and existing transit employees, whether contracted or in-house, undergo Safety Plan familiarization training. Employees at all levels of the agency (defined as both in-house and contracted) 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. This core element of our comprehensive safety training program applies to all Liberty Transit employees directly responsible for safety, including:

- City manager and CSO;
- Bus operators;
- Dispatchers;
- Maintenance technicians; and
- Managers and supervisors.

Liberty Transit has developed job specifications for all job classifications that require certain skills training in order for personnel to perform job functions safely. For certain positions this will include initial as well as refresher training. Our safety training programs include, but are not limited to, the following:

- Bus operator training
 - 40 hours of driver training:
 - Basic class in first aid
 - Driver sensitivity training with respect to meeting the needs of persons with disabilities
- Passenger assistance techniques or comparable training
 - Drug and alcohol awareness training
 - Bloodborne pathogen training
 - National Safety Council defensive driving course
 - Refresher training is conducted monthly in which supervisors are on the vehicle to conduct a safety inspection
 - Operator Development Program (ODP) classroom training
- Dispatcher training
- Supervisor training
- De-escalation training

Bus Operators are trained extensively on vehicle inspection and maintenance protocols to ensure safety. This includes pre-trip and post-trip inspections of fluid levels, brakes, tires, and lights. They are trained to identify and address potential mechanical issues before they become safety hazards, ensuring that all buses are in optimal operating condition. This training is crucial for preventing accidents due to vehicle malfunctions and maintaining the overall safety of the transit system.

Dispatchers undergo rigorous training to handle the responsibilities of coordinating and managing transit operations. They are trained in emergency response procedures, ensuring that they can efficiently manage any incidents that arise during transit operations. Dispatchers also learn effective communication techniques and the use of two-way radios to maintain constant and clear communication with bus operators and supervisors. This training ensures that dispatchers can support safe and efficient transit operations.

De-escalation training is provided to all frontline employees to equip them with the skills necessary to handle conflicts and potential violence. This training focuses on techniques for calming tense situations, communicating effectively under stress, and safely managing conflicts with passengers. By training employees in de-escalation techniques, Liberty Transit aims to reduce the likelihood of incidents escalating into more serious safety threats, ensuring a safer environment for both employees and passengers.

Refresher training programs are outlined in our individual departmental training syllabi. Liberty Transit maintains records of all employees upon hire and manage their progress through training, annual recertification and retraining if required.

5.2 Safety Communication

All employees, from the city manager to frontline personnel, shall communicate the virtues and requirements of our 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, we encourage 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;
 - Liberty Transit currently holds monthly safety meetings. The Liberty Transit steering committee meets and addresses any issues brought and reviews a safety report including drug and alcohol testing, accident reports, and any complaints.
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails;
- Text message alerts;
- Radio supervisor communication with operators;

- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings; and
- Safety campaigns.

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 Annual Update Process

The CSO will review and update this Safety Plan annually. The updated version of the Plan will be signed by the city manager and approved by the agency's Board of Directors. The newly authorized version will be reissued to all transit personnel for their perusal and comprehension. The governing body of Liberty Transit consists of a steering committee made up of the mayors of the three cities that contribute to the program on a per-population based share (City of Hinesville, , and City of Flemington). The steering committee is responsible for approving all items and reports. The City of Hinesville serves as the transit system's fiscal agent and grant administrator and approves contracts and agreements after approval of the steering committee has been received.

Liberty 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 federal entity. All such documents will be maintained for a minimum of 3 years after they are created. Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Liberty Transit's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Liberty 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 Liberty 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											
- Safety Policy - Risk Management - Safety Assurance - Safety Promotion											
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											★

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

1. Public Transportation Safety Program Rule - 49 U.S.C. § 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 U.S.C. § 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. The 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, and continued under BIL. This final rule requires States and certain operators of public transportation systems that receive federal financial assistance under Urbanized Area Formula Program (49 U.S.C. § 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 C.F.R. 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 U.S.C. 5335(a)

Transit agencies 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

Liberty Transit

I hereby certify it on behalf of Liberty Transit, that on February 19, 2026, the City of Hinesville approved the enclosed Agency Safety Plan in accordance with 49 CFR 673.11(a)(1).

Signature of Authorized Official:



Printed Name and Title:

Ryan J. Arnold, City Manager

Date:

2/19/26

APPENDIX C

U.S. Government Required Clauses

School Bus Requirements – School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$250,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey
Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey
Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the

- cost of final assembly.
- c. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- d. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$250,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose 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 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports– Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under

the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the Contractor for 100 percent of the contract price. A

"performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A

"payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment

Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over \$250,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 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.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any

further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon

Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the

contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of

performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make

an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the

Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit

Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or

activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data –

Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and

associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

c. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

d. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

e. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

f. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

g. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

h. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

i. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

j. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337,

or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other

exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postpayment of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq.,

January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a

disability, or a former employee.

Safe Operation of Motor Vehicles.

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration. Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form

(SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

By signing below _____(Vendor) acknowledges the applicability of the relevant Federally-required contract clauses.

Name

Title

Date

APPENDIX D
Maintenance Plan

City of Hinesville R.F.P. for Third-Party Maintenance Services

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Vehicle Preventative Maintenance Policy and Program

PREFACE

The Maintenance Policy & Procedures manual is designed and required for use at all Liberty Transit, operations (to include Public/Private Operating Partnerships, Service Contracts, Management Contracts, Subsidiary Contracts, and Brokerages), and is in accordance with all applicable FTA, OSHA, GDOT and ADA regulations and as such, is valid as a source document.

[NOTE: The contents include proprietary data that shall not be disclosed outside of City of Hinesville/ Liberty Transit, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose. This restriction does not limit the right to use information if it is obtained from a public source. The information, data, forms, and drawings contained in this manual are strictly confidential, and are supplied with the understanding that they will be held confidentially, and not disclosed to third parties without the prior written consent of the City of Hinesville/ Liberty Transit.]

Mission

The mission of Liberty Transit's Vehicle Maintenance Program is to ensure that every vehicle in our fleet is safe, reliable, and maintained in a state of good repair in accordance with Georgia Department of Transportation (GDOT) and Federal Transit Administration (FTA) requirements. We are committed to delivering high-quality, timely, and cost-effective maintenance that supports uninterrupted transit service for the residents of Liberty County.

Our mission is to:

- Protect passengers, operators, and the community by prioritizing safety in all vehicle maintenance activities.
- Perform consistent, proactive, and GDOT-compliant preventive maintenance to extend the useful life of fleet assets.
- Maintain accurate and complete maintenance records that support GDOT Transit Asset Management (TAM) reporting and data-driven decision-making.
- Ensure all accessibility equipment functions reliably so that every rider has equitable access to transit services.
- Provide responsive corrective maintenance that minimizes service interruptions and reduces road calls.
- Uphold responsible stewardship of public funds by optimizing maintenance practices, monitoring fleet condition, and planning for long-term life-cycle needs.
- Support a skilled, trained workforce committed to professionalism, quality, and continuous improvement.

Through this mission, Liberty Transit ensures our fleet operates safely, efficiently, and dependably to serve the mobility needs of our community.

Maintenance Philosophy

Our agency's vehicle maintenance philosophy supports the goals and requirements of the Georgia Department of Transportation (GDOT) Transit Asset Management (TAM) Plan. It ensures that transit vehicles are maintained to a state of good repair, deliver safe and reliable service, and maximize the useful life of public assets entrusted to the agency.

1. **Commitment to State of Good Repair**
We prioritize maintaining every vehicle in a condition that meets GDOT's definition of State of Good Repair. This includes ensuring vehicles perform reliably, meet safety standards, and are maintained proactively to extend their useful life and minimize service disruptions.
2. **Life-Cycle Asset Stewardship**
Maintenance decisions are made through a full life-cycle lens. This includes preventive maintenance, corrective action, component rehabilitation, and long-term planning for vehicle replacement in alignment with GDOT-defined useful life benchmarks (ULB) and FTA guidelines.
3. **Preventive Maintenance as the Foundation**
Preventive maintenance is the core of our maintenance philosophy. PM intervals follow manufacturer standards and GDOT TAM expectations. Vehicles are serviced on schedule to reduce failures, minimize long-term costs, and meet GDOT performance metrics, including completing PMs no more than 10 percent overdue.

4. **Data-Driven Maintenance and Condition Monitoring**
Accurate data is essential to our TAM responsibilities. We maintain complete, timely, and auditable maintenance records that support condition assessments, TERM scoring, performance reporting, and replacement planning. Trends and performance indicators are reviewed regularly to refine maintenance strategies and support GDOT reporting.
5. **Safety and Regulatory Compliance**
Safety is GDOT's highest priority and the foundation of our maintenance decisions. Vehicles are inspected daily, and no vehicle is placed in service unless it meets all safety, ADA, and regulatory requirements. Any safety-critical defect triggers immediate corrective action and removal from service.
6. **Reliability to Support Transit Service Delivery**
Our maintenance practices directly support service reliability, on-time performance, and customer satisfaction. We aim to reduce road calls, maintain adequate spare ratios, and ensure mobility-related equipment (lifts, ramps, securement systems) is fully operational and reliable for all passengers.
7. **Accountability and Workforce Readiness**
Operators, technicians, supervisors, and managers all share responsibility for keeping vehicles in GDOT-compliant condition. Staff are trained, certified when required, and held accountable for proper procedures, documentation accuracy, and adherence to GDOT TAM expectations.
8. **Transparency and Continuous Improvement**
In alignment with GDOT TAM principles, we rely on transparent, well-documented processes and continually review performance data to identify improvement opportunities. Adjustments are made based on lessons learned, condition assessments, audit findings, and GDOT guidance.
9. **Responsible Use of Public Funds**
All maintenance actions reflect fiscal responsibility. We balance cost-effective repairs, warranty utilization, PM optimization, and vehicle replacement planning to protect the long-term public investment in transit assets.

Policy Statement

It is the policy of *City of Hinesville/Liberty Transit* system that all vehicles be maintained to ensure safe, reliable, comfortable, accessible and cost-effective public transportation services to meet all service commitments. The following preventive maintenance policies and procedures are adopted and issued to ensure that appropriate, necessary, and required vehicle maintenance takes place to ensure a state of good repair of federal assets, or non-federal assets used in the delivery of public transportation services.

Purpose

The plan establishes policies and procedures, assigns staff responsibilities, provides guidance and defines requirements for routine maintenance inspections and services of all 5307 transit vehicles. The maintenance plan is intended to be followed as written and reviewed by the TAMP Accountable Executive annually in coordination with the Transit Department to ensure it is being implemented as written.

Applicability

This plan is applicable to all FTA Federally funded vehicles and equipment to include facilities, if any. Additionally, non- federally funded rolling stock assets, if any, should also be included when utilized by a subrecipient. Any subrecipients that have facilities incorporated within the GDOT TAMP plan must also ensure

facilities are maintained in a state of good repair and include a Preventive Maintenance schedule for said facilities within this maintenance plan.

General Program Objectives

- a) To achieve maximum efficiency in the operation and use of transit vehicles throughout their useful life (ULB) of five (5) years or 150,000 miles for Shuttle/ Cutaway Vans.
 - a. 5307 Ford Transit F-150 or 350 regular vans/SUVs will have a useful life of 8 years.
 - b. FTA funded facilities will have a ULB of 40 years.
- b) Ensure use and maintenance of equipment comply with this plan and FTA PM interval requirements.
- c) Ensure maintenance personnel and equipment operators are familiar with and adhere to the procedures as outlined in this plan.
- d) Ensure maintenance of equipment is sustained at the highest level practical and in state of good repair to enable positive response to all transportation needs.
- e) Ensure early detection of equipment faults by operators performing pre-trip inspections which will assist in ensuring timely repairs.
- f) Ensure all facilities supporting public transit and vehicles operating in revenue service meet the following criteria for state of good repair as defined in the Federal Transit Administration's (FTA) rule, 49CFR Part 625.41 and the Georgia Department of Transportation (GDOT) Group Transit Asset Management (TAM) Plan:
 - a. The asset can safely perform its desired function.
 - b. The use of the asset in its current condition does not pose an identified unacceptable safety risk; and
 - c. The life-cycle investment needs of the asset have been met or recovered, including all scheduled maintenance, rehabilitation, and replacements.
- g) Each subrecipient will coordinate with GDOT on annual TAMP updates and ensure *The Hinesville Area Metropolitan Planning Organization* receive annual asset performance targets set for the next fiscal year. Annually, not later than August 1st, GDOT will provide each TAMP Tier II recipient performance results of the prior fiscal and recommended modified targets for the new fiscal year.
 - a. As part of the TAMP update, each Tier II recipient will be sent an Accountable Executive form requiring the AE to review and accept the new targets with a signature requirement. The AE forms must be returned to GDOT no later than September 1st so the Department can meet the October 1st Federal Transit Administration TAMP deadline, as required.

TRANSIT SUPERVISOR/DIRECTOR

The named Accountable Executive and Transit Director will be responsible for coordinating efforts to ensure that the City repair shop performs the required maintenance at designated intervals, documents all work performed and charged, maintains detailed records on each vehicle, and provides monthly reports to the transit Director. Monthly reports should include all work performed by vehicle, by date, including a complete breakdown of labor, subcontracted work and any other costs. All work will be covered by work orders that must be signed by the Accountable Executive or Transit Director, authorizing the County and/or repair shop to

perform needed maintenance or repairs. The Accountable Executive or Transit Director will monitor preventive maintenance inspections to ensure they are conducted with a minimum 80% on-time inspections.

- When a subrecipient utilizes the Department's Fleet Management program, if available, many of these reporting requirements and documentation of repairs can be accomplished by data entry directly into the Fleet Management Program. It is the Department's intention to incorporate as many of these functions within the software program for ease of subrecipient reporting and to provide important analytics pertinent to forecasting maintenance costs and state of good repair investment prioritization.

VEHICLE OPERATOR PRE- AND POST-TRIP INSPECTIONS

Vehicle operators will perform a daily pre-trip inspection, including cycling the wheelchair lift (if equipped). This pre-trip inspection will be recorded on the pre-trip form (Exhibit 1) daily, dated and signed. The pre-trip inspection form will be provided to the Transit Director daily. If the operator notes any deficiencies that may affect the safety of the vehicle, the supervisor on duty will be contacted to coordinate repair or substitution of the vehicle needing repair, in order to continue the daily passenger schedule.

- Pre-trip inspections are mandatory. If Fleet Maintenance software is utilized, the pre-trip inspections will be conducted prior to the driver beginning their daily passenger runs. The driver will be trained to physically inspect all pre-trip checkpoints and will enter the pre-trip inspections on the tablet. The software will maintain a log of all pre-trip inspections performed to meet requirements of GDOT as well as provide documentation for coordination of human service or non-emergency transportation requirements of sister agencies.

Post Trip inspections are mandatory. At the end of the service day, the driver should note any vehicle deficiencies or damage that could affect the safety of operation or cause the vehicle to be removed from service for repairs and will advise the Transit Supervisor/Director of vehicle issues.

At all times, the driver should immediately notify the Transit Supervisor/Dispatcher whenever the vehicle has encountered significant mechanical problems in the daily operation of their route.

PREVENTATIVE MAINTENANCE

Vehicle and component manufacturers prepare manuals that recommend maintenance practices as well as specific guidance and instructions. These manuals are an important part of the vehicle maintenance plans; they define specific maintenance intervals and provide critical PM cycle information of when the preventive maintenance work should be performed.

Preventative maintenance (PM) inspections and services should follow the minimum required by the manufacturers, supplier, or builder. GDOT has set a 5,000-mile PM interval as a default for ease of compliance in establishing a constant PM schedule.

It is important for the Maintenance Department to maintain the PM schedule to protect the vehicle warranty. During the warranty period, the interval schedule may require PM's different than the 5,000-mile recommendation. The warranty information will be provided to all subrecipients upon delivery of a new vehicle. *FTA Rolling stock must be maintained exactly as specified by the vehicle owner's manual while under warranty period. Maintenance costs for vehicles still under warranty cannot be charged under operations on the monthly reimbursement request.*

PM services can be grouped into different levels, most commonly used are A, B, C and D. Level A comprises the most basic and frequent level of PM services while Level D consists of more extensive services performed less frequently. The following are common levels utilized in fleet management practices.

Level A – Conducted at 5,000 (or according to manufacturer recommendations) mile intervals.

- Change the engine oil and filter.
- Rotate the tires, inspect tire wear and measure the tread depth.
- Inspect the wheels and related components for abnormal noise, wear, looseness or drag.
- Perform multi-point inspection as indicated in the Transit Preventive Maintenance Inspection sheet. Inspect the brake pads, shoes, rotors, drums, brake linings, hoses and the parking brake.
- Inspect the engine's coolant concentration, level and the hoses.
- Inspect the exhaust system and heat shields.
- Inspect the front axle and U-joints.
- Inspect the steering linkage, ball joints, suspension, tie-rod ends, driveshaft and the U-joints. If applicable, lubricate the grease fittings.
- Perform wheelchair and ramp inspection on all vehicles equipped.

Level B – Conducted at 20,000-mile intervals.

Includes all items in Level A

- Replace the cabin air filter.
- Replace the engine air filter.
- Pressure test coolant system.
- Clean or replace rear AC filter.
- Verify that all vehicle flooring is securely in place, not lifting anywhere in vehicle.
- Clean battery connections, ensure cables are properly routed Charging system is at 13.5 volts.

- Verify universal joints are in good condition, no loose caps or joints are acceptable. Joints should be properly sealed.
- Verify driveline is properly phased and guard is in place.
- Verify starter is properly mounted and all electrical connections are secured properly.
- Verify condition of engine and transmission mounts, all mounts must be properly mounted and in good condition.
- Inspect all steering and suspension components
- Verify that differential fluid level is at proper level, and differential is not leaking.
- Verify that all brake lines are routed properly, no rubbing or leaks is acceptable.

Level C – Conducted at 60,000- mile intervals.

Includes all items in Level A and B

- Change the automatic transmission fluid and filter.
- Replace the front wheel bearing grease and grease seal, if you use non-sealed bearings.
- Replace the spark plugs and wires
- Inspect the accessory drive belt or belts.

Includes all items in Level A, B and C

Level D – Conducted at 100,000- mile intervals.

- Replace the accessory drive belt or belts if not replaced within the last 100,000 mi.
- Replace the front wheel bearings and seals if you use non-sealed bearings.
- Change the axle(s) fluid.
- Change the brake fluid.

Preventative Maintenance Levels

PM Level	Cumulative Mileage	PM Description
A	5,000	
A	10,000	
A	15,000	
B	20,000	A+B
A	25,000	
A	30,000	
A	35,000	
B	40,000	A+B
A	45,000	A + B
A	50,000	
A	55,000	
C	60,000	A + B + C
A	65,000	
A	70,000	
A	75,000	
B	80,000	A+B
A	85,000	
A	90,000	
A	95,000	
D	100,000	A+B+C+D

Repeat the schedule

THIRD PARTY CONTRACTED MAINTENANCE SERVICES

Contracted maintenance services are used to provide preventive maintenance and routine maintenance services by certified mechanics specializing in City of Hinesville/Liberty Transit's vehicle type(s). All services performed include a work order detailing the work performed, cost and parts used or replaced. The maintenance contractor(s) provide documentation to be retained in vehicle files by *City of Hinesville/Liberty Transit or Contractor* and are available for GDOT reviews.

WARRANTY

A warranty is an assurance from a manufacturer that a product will perform properly for a specified time or usage level. Warranties cover new vehicles, new or replacement parts, and most vendors work. If the product fails to meet this assurance, the manufacturer is obligated to make restitution. Restitution may be replacement or repair of the defective product, or reimbursement to the owner for the cost of the repair or replacement. Warranties may be formal written policies or implied warranties.

Vendor or manufacturer provides warranty information at the time of delivery of new vehicle. Subrecipients should maintain copy of warranty details in the corresponding vehicle file. Prior to performing repairs and seeking restitution for repairs specified under a warranty, the Transit Supervisor/Director should request approval from the vendor or manufacturer.

FACILITIES

The City of Hinesville owns, operates and maintains a public works facility at 613 Elma G. Miles Parkway consisting of a 10-bay shop, 20,000 square foot of office complex, fuel pumps, storage bays and equipment yard. The City provides 2 maintenance bays for Liberty Transit, 1 office space and approximately 5,000 square feet of the equipment yard for the Transit Fleet

Oil & Water Separators

The Public Works Facility has 2 oil water separators. One is designated for use by Liberty Transit for bus washing. Liberty Transit has the oil & water separator inspected and cleaned annually.

Fuel Stations

The City of Hinesville owns, operates and maintains fuel pumps that are inspected annually. Liberty Transit utilizes a key card to track the amount of fuel pumped.

Bus Shelters

Public Works maintains the bus shelters quarterly or as needed. See Bus Shelter Maintenance Policy

Shop Maintenance

The maintenance bay is inspected weekly as follows:

55366	Yes	B All lighting is functioning with overall parts room cleanliness
55366	Yes	C All parts are clearly labeled and organized
55366	Yes	C Access to all parts and safety equipment is easy, logical and free of obstruct
55366	Yes	C Storage and parts are clean and free of dirt, oil and grease
55366	Yes	C Parts are adequately stocked and properly stored without impeding vision
55366	Yes	C All tools, tool boxes, workbenches are clean, non-obstructive and free of dirt
55366	Yes	C PM tool cart is appropriately fitted and clean
55366	Yes	C All safety equipment are free from obstructions
55366	Yes	C All Flammable materials are stored explosion/fire proof cabinets
55366	Yes	C Visual management tools are clearly displayed with regular updates
55366	Yes	C All lighting is functioning with overall shop floor cleanliness
55366	Yes	D Oil pans and jugs are empty and are free of debris
55366	Yes	D All fluid containers are safely secured with not safety hazards
55366	Yes	D Floor and walls are clean and not covered in grease
55366	Yes	D Crusher, filters, greaser, oil cart, oil pans, etc, are all clean and organized
55366	Yes	E All floors are clean, swept and degreased
55366	Yes	E Bays not in use are free of tools, parts, carts, etc,
55366	Yes	E Bays are clearly marked by yellow lines or otherwise designated
55366	Yes	E Walkways around the bays and shop are clear of obstruction and clean

Bus Shelter Maintenance

Physical Inspection - At least twice per fiscal year, Transit Director, will perform an inspection to check the condition of the location, infrastructure, and amenities, and to note any uncompleted maintenance activities required to be performed at each bus stop.

At least once per month Liberty Transit Staff will perform an inspection to check the condition of the infrastructure and amenities at each bus stop. A completed checklist will be provided to the Transit Director no later than the last day of each month.

Litter Pickup - All locations with fixed bus stop amenities will have litter and other debris picked up and removed at least monthly. Trash cans located at bus stop locations will be emptied as needed basis.

Signs, Posting, and Graffiti Removal - All unauthorized signs or other postings and graffiti will be removed as needed. The only signage and advertising allowed is that which is posted by The City of Hinesville staff to provide system information for passengers and the public. Signs, postings, and graffiti shall be removed as needed.

Washing of Bus Shelters, Benches, and Area - All shelters and benches shall be thoroughly cleaned at a minimum of once per year or on an as needed basis. Cleaning shall mean that all benches, windows, frames and other physical parts of the shelter and the shelter floor shall be cleaned from all dirt, grease, grime, and other foreign substances to assure that each location is aesthetically pleasing and free from dirt and litter.

Repairs and Replacements - During physical inspection, if any items that need to be repaired or replaced are identified, the Transit Director will be notified.

Grass Cutting and Trimming - The immediate area around the designated locations will be checked for control of grass and weeds.

Repainting Pavement Markings - Pavement markings most commonly are yellow painted curbs or yellow or white painted "Bus Stop" on the pavement in front of the bus stop zone. The paint can wear and fade and may need to be repainted occasionally. The pavement markings should be inspected every spring to determine if they require repainting. Pavement markings shall be inspected and repainted, as necessary, as part of the municipal pavement marking maintenance program.

Reporting of Issues at Bus Stops - Passengers, pedestrians, and bus operators shall be instructed to pass reports of issues at bus stops to the Transit Director (912) 622-7069 ext. 5515 or ddale@cityofhinesville.org.

Written notice will be provided to the Transit Director. During ordinary business, issues requiring attention that are reported by individuals or bus operators shall be communicated by Liberty Transit Management staff to the Transit Director within 3 business days.

All bus stops will have their own individual folder for record keeping.

Shelter Location	Date Inspected	Inspector Printed Name	
	Good Condition	Needs Attention	
Vegetation			
Trash Receptacle			
Shelter Glass			
Sidewalk			
Shelter Cleanliness			
Bus Stop Sign			
Comments:			
Inspector Signature:			
Date Reinspected:		Condition:	
Reinspected By:			
Reviewed by:			Date Reviewed
Printed Name	Signature		



ASSOCIATED CAPITAL MAINTENANCE ITEMS

These items are defined as equipment, tires, tubes, and materials, and are expenses monthly on the 5307 Reimbursement form as operational

Any equipment valued more than \$50,000 will be included in annual TAM information provided to GDOT and Hinesville Area Metropolitan Planning Organization. The equipment will be maintained per manufacturer warranty and inspection intervals, or as described herein.

FTA REGULATORY REQUIREMENTS

Transit Asset Management

The Georgia Department of Transportation (GDOT) has developed a Group Transit Asset Management (TAM) Plan on behalf of 92 participant Tier II transit providers in accordance with Federal Transit Administration (FTA) requirements in 49 CFR Part 625. Transit Asset Management is a business model that uses the condition of assets to guide the optimal prioritization of funding at transit properties in order to keep transit networks in a State of Good Repair (SGR).

The fundamental purpose of the TAM Plan is to help ensure that transit assets are kept in a state of good repair (SGR). As stated in Sec. 625.17 of the FTA TAM Final Rule, "A capital asset is in a state of good repair if it is in a condition sufficient for the asset to operate at a full level of performance."

Preventative Maintenance

Using the Interval Checklist attached to this document, public transit systems are required to maintain

Buses

FTA has established several policies that are meant to ensure that buses purchased with FTA funds are maintained and remain in transit use for a minimum normal service life, see the schedule below. The policies also intend to ensure that buses acquired are necessary for regularly scheduled revenue service and meet peak requirements. A county must maintain any spares used in a state of good repair and report spare usage in the event a 5307 vehicle is removed from service for repairs. The suggested service life outlined below refers to time spent in normal service, not time spent stockpiled or otherwise unavailable for regular transit service. Systems are required to keep all vehicles in a state of good repair while within the useful life period.

Buses – Best Practices

- ◆ Vehicles should be rotated among routes and manifests to avoid excessive mileage on one vehicle (considerably higher than fleet average). Keeping the same vehicle on a long-distance route throughout the vehicles life may result in the vehicle reaching the end of its useful life in miles but not years. Managers should rotate vehicles on routes, shifts or manifests to spread the miles equally.
- ◆ Fleet spare ratios should be kept between 15% - 20% to allow for preventive maintenance inspections schedules without service disruption.

- ◆ A daily preventive maintenance schedule should project a week in advance the vehicles needing to be scheduled for service allowing schedulers and dispatchers advance notice of vehicles available for service. This will ensure vehicles are near the PM mileage increment.
- ◆ Lift maintenance should be conducted by trained maintenance personnel experienced or certified in the lift type on fleet vehicles. Current manufacturers use a cycle count interval to determine when lifts are due for service. Pre-trip inspection forms should include a space for lift count number (counter on lift mechanism) and tracked to determine time for PM inspection. Lift inspections can be coordinated with existing vehicle inspections to reduce down-time of the vehicle if maintenance department or third-party maintenance facility provides both inspections.

Bus Replacement Policies

- a) **Schedule Replacement of Vehicles Meeting or Exceeding Their Useful Life**
Vehicles to be replaced should have achieved the FTA minimum useful life. GDOT is lien holder on all 5307 assets. Once the vehicle has met the useful life, subrecipients will follow the established surplus turn in process. For assets sold through the surplus process, any proceeds netted over \$5000 must be reported to FTA and if required, proceeds over \$5,000 may have to be returned to FTA. If FTA allows GDOT to retain the proceeds, these proceeds will be placed in a Transit Investment Fund for reinvestment into Georgia's 5307 public transit systems. The annual TAM Plan Investment Prioritization data will assist the Department in making future capital investment decisions related to the planning of replacement schedules.
- b) **Early Disposition Policy**
If a vehicle is replaced before it has reached the minimum normal service life, GDOT will have the option of transferring that asset to another 5307 Public Transit system for use as may be needed, until the Useful Life is satisfied.
- c) **Like-kind exchange policy**
Under this policy, GDOT will replace a 5307 asset which has met, or will meet its useful life requirement in the upcoming fiscal year. The subrecipient will request replacement of the vehicle in their annual 5411 application and GDOT will replace the vehicle with the same type of the vehicle being replaced. Any requests for other than "like for like" will require written justification by the subrecipient and approval by GDOT during the application review period.

Requirements Related to Purchase of New Buses

- a) **Fleet and Service Expansion**
Applicants seeking to expand service and fleets should describe new markets to be served in their annual 5307 application including: Vehicle needs, fleet size, justification for expansion including

actual ridership for prior fiscal year per vehicle, operating costs, etc. Any expansion requests must be subject to GDOT approval.

- b) **Buy America**
Applicants are required to comply with Buy America provisions for steel and iron content for all rolling stock or facility equipment purchases over \$150,000.
- c) **Pre-Award and Post-Delivery Reviews of Buses**
Buy America requirement also include Pre-Award and Post-Delivery certifications for all new vehicles prior to delivery. The reviews are intended to satisfy FTA requirements related to Buy America requirements, bid specifications, and Federal Motor Vehicle Safety Standards and will be completed by GDOT's Fleet Manager prior to subrecipient acceptance of vehicle.

Buses in Service

- a) **Commercial Driver License (CDL)**
All drivers and mechanics of vehicles designed to transport more than 15 passengers must have a CDL to operate that capacity vehicle.
- b) **Charter Bus Operations**
Charter service regulations prohibit FTA recipients from providing service using FTA funded equipment or facilities if there is at least one private charter operator willing and able to provide the service. Before a transit operator may provide charter service, the operator must register through the FTA Charter Registration Website:

<https://ftawebprod.fta.dot.gov/CharterRegistration/Default.aspx>

This site allows the public transit system to provide information about the proposed charter and notifications will be sent to registered private charter companies for response.

Part 604 Charter Service Rule - "Charter service" means, but does not include demand response service to

individuals:

(1) Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:

(i) A third party pays the transit provider a negotiated price for the group;

- (ii) Any fares charged to individual members of the group are collected by a third party;
 - (iii) The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or
 - (iv) A third party determines the origin and destination of the trip as well as scheduling; or
- (2) Transportation provided by a recipient to the public for events or functions that occur on an irregular basis or for a limited duration and:
- (i) A premium fare is charged that is greater than the usual or customary fixed route fare; or
 - (ii) The service is paid for in whole or in part by a third party.

There are exceptions and a specific process for making those requests. Each sub-recipient is prohibited from engaging in the charter service unless permitted by FTA charter service regulations. The 5307 annual application includes a "Certification of No Intent to Charter Service" prohibiting Subrecipients from operating charter or exclusive services using FTA funded vehicles without written prior GDOT approval. Eighty (80) hours per year are allowed for conveyance of government officials, this is the only exception for which prior approval is not required.

c) Crossing State Lines

Any vehicle transporting passengers across State lines will be required to obtain a designated Federal DOT number to be displayed on the side of the vehicle. Insurance requirements for neighboring States may be higher than Georgia and may require the transit system to increase to the higher level of coverage to operate legally in an adjoining state other than Georgia.

Bus Facilities

FTA approved projects may include building facilities that support transit operations and provide passenger amenities when funding is available. Examples may include administrative buildings, maintenance garages, terminals, stations, shelters and park and ride lots. FTA also supports facilities that are transit-related and will participate in those portions of facilities physically or functionally connected to transit. On intermodal facilities, FTA will participate on a pro-rata basis based on the transit portion of the project.

As part of GDOT's annual update of the Group TAM Plan, all public transit providers with a transit facility included in the GDOT TAMP will be required annually to assess the condition of their FTA funded facility(s) when the transit system has direct capital responsibility of that facility. Each system will use the Transit Economic Requirements Model (TERM) scale attached to this document. The 0-5 scale covers areas identified under FACILITIES in this plan.

Facility Size

FTA's general policy is to provide federal assistance for facilities that are adequate for the grant applicant's present needs and that will realistically meet future needs.

Project Staging

Applicants must be able to fully describe the project and estimate the cost of the facility when requesting FTA facility funded projects in their annual application. Under the Section 5307 Program, there is no guarantee that these facilities will be funded, and each project will be approved on a case-by-case basis.

Planning Justifications

There must be a planning basis for every project, therefore, appropriate planning studies should be undertaken in support of projects to acquire, install or construct major transit facilities. These major projects must also be incorporated into the State Transit Improvement Plan (STIP) and within the MPO Transit Improvement Plan (TIP)

Accident Reporting

GDOT subrecipients should report all accidents to their GDOT Project Manager immediately, or as soon as possible not to exceed one business day. The Accident/Incident Report Form included in this plan must be completed and submitted along with any relevant documents including, but not limited to, police reports, Drug and Alcohol Post-Accident Testing Decision Report, witness statements, and copies of citations. The Drug and Alcohol Post-Accident Testing Decision Report should be used by transit or front line managers to determine the need for post-accident testing.

If any vehicle has been deemed totaled by subrecipient's insurance company, a copy of the claim and carrier information must be submitted to the subrecipient's GDOT Project Manager or the GDOT Fleet Manager to begin the replacement process.

CITY OF HINESVILLE/LIBERTY TRANSIT
VEHICLE PRE-TRIP INSPECTION

Driver: _____ Vehicle # _____ Period Covered: _____

√ = OK RN= Repairs Needed C = Repaired or Corrected N/A = Not Applicable

ITEM	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
UNDER THE HOOD							
Engine Oil							
Radiator Coolant							
Power Steering Fluid							
Automatic Transmission Fluid							
Hoses, belts, leaks, Electrical Wires, Battery							
OUTSIDE THE VEHICLE (Circle Problem Areas)							
Leakage on the Ground							
Exhaust System							
Tires, Wheels, Lugs							
Mud Flaps							
Lights: Headlights, Parking Lights, 4-Way Flasher, Turn Signals, Brake Lights, Clearance Lights, Backup Lights							
Mirrors							
Windshield/Windows							
Emergency Door Buzzer							
Lift (operate lift through complete cycle)							
Body Damage							
INTERIOR CHECK (Circle Problem Areas)							
Interior Lights, Seats, Hand Rails, Stanchion Polls,							
Cleanliness (Floors, Seats, Seatbelts etc.)							
Hand Rails/Stanchion Polls							

Brakes and Parking Brakes							
Tie down points and straps							
EMERGENCY EQUIPMENT (Circle Problem Areas)							
Triangles, First Aid Kit, Spill Kit Fire Extinguisher, Seatbelt Cutter							
STARTING THE ENGINE (Circle Problem Areas)							
Check Gages: Oil, Amp, Volt, Tack, Temp, Fuel							
Dash Lights							
Switches: Defroster, Heater, Horn, 2-Way Radio, Windshield Washer/Wiper							

I CERTIFY THAT I HAVE PERFORMED A COMPLETE PRE-TRIP INSPECTION ON EACH DAY BEFORE BEGINNING MY ROUTE

Driver's Signature: _____ Date: _____

Repairs Needed _____

CITY OF HINESVILLE/LIBERTY TRANSIT
LIFT PRE-TRIP INSPECTION

Driver: _____ Vehicle # _____ Date: _____

Before each scheduled day of service, operate lift a minimum of one complete cycle and inspect each of the following. Please check the circle if lift passed the operation.

- ☐ Does the lift inter lock (if equipped) function as intended?
- ☐ Does the lift cargo light (if equipped) function as intended?
- ☐ Does the lift deploy when the lift interlock is activated as intended?
- ☐ Does the lift safely clear the cargo door as the lift is deployed and stowed?
- ☐ Does the lift operate smoothly (no jerking or abnormal movement)?
- ☐ Does the lift operate at normal speed?
- ☐ Does the roll stop(s) operate properly?
- ☐ Does the outboard roll stop latch operate properly?
- ☐ Do the hand rails operate properly?
- ☐ Is the platform angle normal?
- ☐ Is the lift quiet (no rattles, abnormal sounds, etc.)?
- ☐ Has the hand-held switch box cable been damaged?
- ☐ Do the lift control switches function properly?
- ☐ Do the lift cargo door Securement devices function as intended?
- ☐ Is the manual back-up pump handle in place?
- ☐ Is the hand pump valve closed securely?
- ☐ Are the lift-posted and door-posted decals worn, missing or illegible?
- ☐ Is the protective padding (if equipped) in place, worn or damaged?
- ☐ Can you visually detect any lift, damage, misalignment, hydraulic leaks, loose bolts, broken welds or any abnormal conditions?

Signature _____ Date _____

WHEELCHAIR LIFT MAINTENANCE SCHEDULE

Inspect and Service Wheelchair Lift (Braun Recommendation-750 Cycles)

- ___ Lubricate (apply light oil) outer barrier hinge pivot points (2)
- ___ Lubricate (apply light oil) outer arm slots (2)
- ___ Lubricate (apply light oil) outer barrier pivot points (2)
- ___ Lubricate (apply light oil) outer barrier activation foot pivot pins (2)
- ___ Lubricate (apply light oil) Platform side Plate Slots (2)
- ___ Lubricate (apply light oil) platform fold link rollers and pins (4 sets)
- ___ Outer Platform pivot pins (apply light oil)
- ___ Inspect (apply light oil) Lift-Tite latches (tower pivot points - 2)
- ___ Inspect Lift-Tie latches and gas springs for wear or damage (bent, deformed or misaligned), positive securement (external snap rings) and proper operation. Re-secure or replace defective parts or otherwise correct as needed. **Note:** Apply light grease to Lift Tite latch tower pivot point if replacing latch.
- ___ Inspect outer barrier for proper operation—correct or replace defective parts.
- ___ Inspect lift for wear, damage or any abnormal condition and correct as needed.
- ___ Inspect lift for rattles and correct as needed.

Inspect and Service Wheelchair Lift (Braun Recommendation-1500 Cycles)

- ___ **Perform all procedures listed in Braun Recommendation – 750 cycle**
- ___ Lubricate (apply light oil) pivot pin bearings (2)
- ___ Lubricate (apply light oil) fold axles (2)
- ___ Inboard (apply light oil) locator lever bearings (2)
- ___ Inboard (apply light oil) locator lever slot (2)
- ___ Lubricate (apply light oil) rotating slide arm pivot pins (2)
- ___ Lubricate (apply light oil) parallel arm pivot bearings (16)
- ___ Lubricate (apply light oil) switch arm pivot pin bearings (2)
- ___ Hydraulic (apply light oil) cylinder bushings (8)

- Inspect Lift-Tite latch rollers for wear or damage (bent, deformed or misaligned), positive securement (external snap rings) and proper operation (2). – Re-secure, replace defective parts or otherwise correct as needed.
- Inspect inboard locator for: Wear or damage; proper operation. Inboard locator should just rest on top surface of the base plate. – Re-secure, replace or correct as needed. See Platform Angle Instructions and Platform Floor Level adjustment instructions for Braun lifts.
- Inspect platform fold gear rack and gear weldment teeth for foreign objects, wear or damage (bent, deformed or misaligned), positive securement and proper operation – Remove foreign objects, replace defective parts and secure as needed. Apply Door-Ease.
- Inspect switch arm components for wear or damage and proper operation - Replace defective parts
- Inspect micro-switches for securement and proper adjustment – Re-secure, replace or adjust as needed.
- Make sure lift operates smoothly – Realign towers and vertical arms. Lubricate or correct as needed. lift for wear, damage, or any abnormal condition—correct as needed.
- Inspect external snap rings/e-clips: - Re-secure or replace if needed.
- Rotating pivot slide arm pivot pins (2 per pin)
 - Rotating pivot slide arm roller axles (2 per pin)
 - Platform fold axles (1 per axle)
 - Inboard locator lever bracket pins (1 per pin)
 - Lift-Tite™ latch gas (dampening) spring (2 per spring)
- Inspect platform fold axles and bearings for wear or damage and positive securement. – Replace defective parts and re-secure as needed. Apply Light oil.
- Remove pump module cover and inspect:
 - Hydraulic hoses, fittings and connections for wear or leaks
 - Harness cables, wires, terminals and connections for securement or damage
 - Control board, circuit breaker, power switch and lights for securement or damage – Re-secure, replace or correct as needed.
- Inspect cotter pins on platform pivot pin (2) – Re-secure, replace or correct as needed.
- Hydraulic Fluid (Pump) – check level. **NOTE:** Fluid should be changed if there is visible contamination. Inspect the hydraulic system (cylinder, hoses, fittings, seals, etc.) for leaks if fluid level is low – Use Braun 32840-QT (Exxon® Unisolv HVI26) hydraulic fluid (do not mix with Dextron III or other hydraulic fluids). Check fluid level with platform lowered fully and roll stop unfolded fully. Fill to within ½" of the bottom of the 1-1/2" fill tube (neck).

4500 cycles

- Inspect cylinders, fittings, and hydraulic connections for wear, damage or leaks – Tighten, repair or replace, if needed

- ___ Inspect parallel arms, bushings and pivot pins for visible wear or damage – Replace if needed.
- ___ Inspect parallel arm pivot pin mounting bolts (8) – Tighten or replace if needed.
- ___ Inspect platform pivot pin, bushings and vertical arms for wear, damage and positive securement – Replace defective parts and re-secure as needed. Apply Light Grease during reassembly procedures.
- ___ Inspect upper/lower fold arms, rotating pivot slide arms, slide support arms and associated pivot pins, bushings, and bearings for visible wear or damage – Replace if needed
- ___ Inspect gas springs (cylinders) for wear or damage, proper operation and positive securement – Tighten, replace or correct as needed
- ___ Inspect rotating pivot slide arm UHMW slide bearings (buttons) – Apply Door-Ease or replace if needed. See Lubrication diagram for Braun lifts
- ___ Inspect vertical arm plastic covers – Re-secure or replace if needed.
- ___ Inspect power cable – Re-secure, repair or replace if needed.
- ___ Mounting – Check to see that the lift is securely anchored to the vehicle and there are no loose bolts, broken welds, or stress fractures.
- ___ Decals and Antiskid – replace decals if worn, missing or illegible. Replace antiskid if worn or missing.

Consecutive 750 cycle intervals

Repeat all previously listed inspection, lubrication and maintenance procedures at 750 cycle intervals.

BODY MAINTENANCE SCHEDULE

5,000 Miles (Body Inspection/Lubrication)

- Check all exterior caulk seams on body for weather induced damage. Cracks are typical and must be properly maintained to prevent water damage. If cracking or separation appears, cut out affected area and re-caulk with a good quality, all-weather caulk. *
- Check door panel alignment on all doors
- Check all door seals for wear and damage.
- Check exit door lower pins for damage and binding (first 5,000 miles, every 9,000 thereafter)
- Lubricate windshield wiper arm pivot points.
- Lubricate windshield wiper post pivot points.

15,000 Miles (Body Inspection/Lubrication)

- Wash vehicle, hose off underbody, fender wells where dirt, mud, etc. accumulate.
- Check all exterior caulk seams on body for weather induced damage. Cracks are typical and must be properly maintained to prevent water damage. If cracking or separation appears, cut out affected area and re-caulk with a good quality, all-weather caulk. *
- Check door panel alignment on all doors
- Check all door seals for war and damage.
- Check exit door lower pins for damage and binding (first 3,000 miles, every 9,000 thereafter)
- Lubricate windshield wiper arm pivot points.
- Lubricate windshield wiper post pivot points.

5307/5311 Transit Accident and Incident Reporting Form

The 5307/5311 Subrecipient and Third-Party Operator (TPO), if applicable, completes this form to provide information on all accidents and FTA reportable incidents reported to their assigned GDOT Project Manager (PM) and or human service providers (HSP) or Coordinated Transportation System providers.

☐ Vehicle Accident ☐ FTA Reportable Incident ☐ Illness ☐ Observation ☐ Other*

If Other, please explain:

Date and Time of Occurrence:

GDOT District:

Date Reported by Subrecipient:

Date submitted to GDOT Project Manager:

Subrecipient Name:

TPO Name (if applicable):

Human Service Provider (HSP)(if applicable):

Vehicle Owner:

Vehicle Number and/or Tag Number:

Location of Accident or Incident:

Number of Passengers:

Were any passengers injured? ☐ Yes ☐ No

Name(s) of Passengers:

If passengers injured, provide details including any EMS treatment or transport to hospital:

Was 911 Notified?

☐ Yes

☐ No**

Was a citation issued?

☐ Yes

☐ No**

**Provide Details:

Brief summary of accident/incident; attach additional pages as needed:

Attach a copy of the Drug and Alcohol "POST ACCIDENT TESTING DECISION REPORT"

Signature:

Date:



5307/5311 Rural Transit Accident and Incident Follow-Up Reporting Form

The GDOT Project Manager (PM) completes this form to provide follow up information on the reported accident(s) or FTA reportable incident(s) and submits to the GDOT Transit Fleet Manager.

Follow-Up Forms Included:

☐ Police Report ☐ Statements ☐ Subrecipient Report ☐ Inspection Report ☐ Other*

*Describe "other" forms included:

Initial Reporting Details

Date of Occurrence:

GDOT District

Subrecipient/TPO/HSP Name:

Vehicle Owner and Vehicle/Tag Number:

Follow-Up Details:

Date of Last Annual Vehicle Inspection:

Date Follow-Up Report Submitted to DPM:

Follow-Up Information Provided By:

Describe the information included in this follow-up:

Resolution and steps taken to prevent future similar occurrences:

Date of Final Resolution:

GDOT Project Manager Signature:

City of Hinesville/Liberty Transit

FTA Post-Accident Drug and Alcohol Testing Decision Making Form

The Federal Transit Administration (FTA) drug and alcohol testing regulation (49 CFR Part 655) requires that safety-sensitive employees involved in a public transportation vehicle accident (as defined at 655.4 & 655.44) submit to tests for alcohol misuse and prohibited drug use as soon as possible following the accident. Part 655 also requires the testing of any other safety-sensitive employee whose performance could have contributed to the accident, as determined by the employer at the scene using the best information available at the time of the decision.

Accident Information:

Date of Accident: _____ Time of Accident: _____ AM/PM
Employee Name: _____ Employee ID/SSN: _____

Decision Questions:

- Was there a fatality?
_____ YES (FTA drug and alcohol tests are REQUIRED) _____ NO
- If there was NO fatality, answer the following questions:
 1. Has any individual suffered a bodily injury and immediately received medical treatment away from the scene of the accident? _____ YES _____ NO
 2. Was there any disabling damage to any vehicle involved in the accident, requiring the vehicle to be towed away from the scene? _____ YES _____ NO
 3. Was the vehicle (if rail car, trolley car, trolley bus, or vessel) removed from operation? _____ YES _____ NO

If you answered yes to any of these three questions, can you completely discount the performance of the operator of the public transportation vehicle as a contributing factor to the accident?

_____ NO (FTA drug and alcohol tests are REQUIRED)
_____ YES, Explain: _____
(If you answered YES, FTA drug and alcohol tests are PROHIBITED)

- Other than the operator, could the performance of any other safety-sensitive employee have contributed to the accident, using the best information available?
_____ NO
_____ YES, Explain: _____

(If YES, make arrangements to immediately post-accident test that employee)

Did You Decide to Perform FTA Post-Accident Testing?

_____ YES (Complete page 2 of this form) _____ NO (No further action required)

Testing Information:

Collection Site Location: _____ Time Arrived: _____AM/PM

1. Was the alcohol test performed within 2 hours of the time of the accident?

_____ YES

_____ NO, Explain: _____

2. Was the alcohol test performed within 8 hours of the time of the accident?

_____ YES

_____ NO, Explain: _____

If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.

3. Was the drug test performed within 32 hours of the time of the accident?

_____ YES

_____ NO, Explain: _____

If the drug test is not conducted within 32 hours cease all efforts to administer the test.

The above documentation was provided by:

Supervisor Name: _____ Phone No: _____

Signature: _____ Date: _____

For your files: attach test results summary, order to test, Custody and Control Form (USDOT) and alcohol testing form (USDOT)

