CARTA BOARD MEETING

June 17, 2020
1:00 PM

Join Zoom Meeting
https://us02web.zoom.us/j/83847030181?pwd=RzFRMU1FTU5aWERGTy9tWWJKa1hwUT09
Password: 544374
929-205-6099
Meeting ID: 838 4703 0181

AGENDA

1. Call to Order
2. Consideration of Board Minutes –May 20, 2020 Meeting
3. Financial Status Report – Robin Mitchum
4. FY20/21 Proposed Budget – Request for Approval
5. Transdev Services Contract Renewal – Request for Approval
6. CAD/AVL Request for Proposals – Request for Approval
7. Post Mounted Solar Lighting Request for Proposals – Request for Approval
8. Transportation Network Company Request for Proposals – Request for Approval
9. Public Transportation Agency Safety Plan (PTASP) – Request for Approval
10. Current System Operations - Update
11. Executive Director's Report
12. Other Business, If Any
13. Public Comments, If Any
14. Board Comments, If Any
15. Adjournment

CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA)
VIRTUAL BOARD OF DIRECTORS MEETING
May 20, 2020

The Charleston Area Regional Transportation Authority (CARTA) Board of Directors held a virtual Board of Directors meeting at 1:00 p.m. on Wednesday, May 20, 2020.

MEMBERSHIP: Ed Astle; Mary Beth Berry; Ron Brinson; Brenda Corley; Dwayne Green; Alfred Harrison; Will Haynie; Anna Johnson; James Lewis; Pat O'Neil; Christie Rainwater; Vic Rawl; Michael Seekings; Elliott Summey; Keith Summey; John Tecklenburg; Jimmy Ward; Craig Weaver
MEMBERSHIP PRESENT: Mary Beth Berry; Brenda Corley; Dwayne Green; Anna Johnson; Pat O'Neil; Michael Seekings; John Tecklenburg; Jimmy Ward
PROXIES: Dennis Turner for Christie Rainwater; Jerry Lahm for Elliott Summey; Ray Anderson for Keith Summey; Lynn Christian for Alfred Harrison; Stephanie Tillerson for Craig Weaver; Amanda Ramage for Vic Rawl
STAFF PRESENT: Ron Mitchum; Andrea Kozloski; Robin Mitchum; Sharon Hollis; Jon Dodson; Michelle Emerson; Daniel Brock; Kim Coleman
OTHERS PRESENT: David Bonner (Transdev); Jeff Webster (Rawle-Murdy Associates); Marquel Coaxum (Rawle-Murdy Associates); Keith Benjamin (City of Charleston); Mary Neale Berkaw (CAJM); Phil Jos (CAJM); Rose Stump (CAJM); William Hamilton (Best Friends of Lowcountry Transit); Additional Interested Parties participated via virtual/conference call.

1. **Call to Order**
   Chairman Seekings called the virtual CARTA Board of Directors Meeting to order at 1:05 p.m. followed by a moment of silence. Roll call was made for Board Member attendance and a quorum was determined.

2. **Consideration of Board Minutes: April 30, 2020 Meeting**

   Mayor Tecklenburg made a motion to approve the April 30, 2020 Meeting Minutes as presented. Chief Turner seconded the motion. The motion was unanimously approved.

3. **Financial Status Report – Robin Mitchum**
   Robin Mitchum, Deputy Director of Finance and Administration, presented the financial status report for the period ending April 30, 2020. Ms. Mitchum noted that the agency ended the month with an excess of revenue of $3,413,270. She reviewed the following activities for FY20 thus far:

   - **Revenues:**
     - Farebox is the fares collected on the revenue vehicles.
     - HOP Lot Parking Fees are the parking fees received at the HOP lot.
     - City of Charleston – HOP Lot is contributions for the operations of the HOP route for 2019.
     - The Federal revenue includes operating and capital for the year-to-date. Federal revenue is recorded as eligible expenditures are incurred.
     - Interest is interest received from the SC Department of Revenue. CARTA submits for reimbursement of the SC Fuel Excise Tax each month. SCDOR periodically pays interest earned on the funds they have held in the reimbursement process.
     - Insurance proceeds are a result of accidents.
     - Sale of Assets includes the sale of three Flexible Metro vehicles, two paratransit buses and parts.
     - Miscellaneous revenue is a fee received for a bus rental for filming.

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- **Expenditures:**
  - Staff Salaries & Benefits include the cost of staff time, leave, insurance, retirement and taxes.
  - Supplies include office supplies, facility maintenance supplies and signage supplies for new vehicles.
  - Printing includes costs of printing route maps, brochures and passes.
  - Automotive costs include the maintenance on the administrative vehicle and mileage reimbursements to employees.
  - Postage is postage meter refills used to mail passes.
  - Dues/Memberships is CARTA's annual membership with the Charleston Metro Chamber of Commerce.
  - Office Equipment Rental includes the quarterly postage meter rental fee, the cost of the portable toilet rental for the HOP lot and the monthly battery lease for the electric buses.
  - Office Equipment Maintenance (OEM) includes the FY20 portion of the Swiftly Transit Time & Insights Software (through 6/28/2020), the FY20 portion of the Cradlepoint NetCloud Essentials for mobile routers and Zscaler internet security renewal (through 9/30/2020), in addition to other IT support. This is the bulk of the FY20 expenditure for the Transit Time & Insights and the Cradlepoint software maintenance.
  - Rent includes the Ashley Phosphate Park & Ride lot, Leeds Avenue lot lease from SCE&G, SC Works Trident lease space and document storage.
  - Communications is the cost of phone, internet and radio services at both the facilities and on the buses.
  - Utilities include electric and water at the SuperStop, Melnick Park & Ride, the Radio Shop at Leeds Avenue and the charging stations at Leeds Avenue. The budget for Utilities will be adjusted for the new Park & Ride and the charging stations.
  - Auditing Services is the cost for CARTA's annual financial audit.
  - Custodial Services is the cost of janitorial services at the Melnick Park & Ride location and the SuperStop bus depot.
  - Other Professional Services include payroll processing system fees, new bus inspection services and shelter repair services.
  - Shared Contract Services (IGA & Management) is the extensive services BCDCOG provides to CARTA.
  - Money Transport is the cost of the armored guard service, Brinks, to pick up and transport cash deposits to the bank.
  - Vehicle Maintenance is the cost to maintain the fleet.
  - Facility Repair & Maintenance is the cost of outside vendors to maintain facilities.
  - Operating Fees & Licenses include credit card transaction fees, stormwater fees, solid waste user fees and vehicle title and registration fees.
  - Insurance includes the cost of liability insurance provided by the Insurance Reserve Fund. The amount will increase and decrease throughout the year as we add and remove items on the policy. The amount shown is the FY20 portion of the 2019 and 2020 policy period. This is the bulk of the expenditure for the year. Many shelters, vehicles and the addition of the Melnick Park & Ride have been added to the policy.
  - Interest is the interest accrued on the Melnick Park & Ride Loan.
  - Non-Capitalized Assets include the purchase of security equipment including cameras, lighting, shelter panels and radio equipment.

- **Capital Expenditures:**
  - Rolling Stock is the purchase of three Proterra electric buses.
  - Bus Facilities/Charging Stations is the purchase of six electric bus Charging Stations.
  - Bus Shelter Construction/Bench Installation is the cost of three shelters.
  - Security/Cameras and Equipment is the cameras on the Midi buses.

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Ms. Mitchum reviewed the HOP expenditures. As of April 30, 2020, total expenditures for the HOP program for FY20 were $441,727. She addressed questions and comments. The Board received the Financial Status Report as information.

4. FY20 Budget Revision – Request for Approval – Robin Mitchum

Ms. Mitchum presented the FY20 Budget Revision. She discussed the line item changes, in detail, for revenues and expenditures noting the following:

- **Revenues:**
  - An estimated reduction in passenger revenue for the remainder of the fiscal year is a result of reduced operating service and ridership due to the health pandemic.
  - HOP Lot Parking Fees are the parking fees received at the HOP lot.
  - Federal revenue includes estimated 5307 Urban funds, 5310 Enhanced Mobility for Seniors & individuals with disabilities and 5307 CARES Act funds. CARTA receives funds as a direct recipient from FTA and Pass Through funds from the BCDCOG. Capital funds have been moved to the Capital Revenues budget and funds to purchase electric buses have been moved to FY21. We do not anticipate receiving the additional electric buses this fiscal year.
  - State Mass Transit Funds is operating funds and capital funds to match federal funds for the purchase of buses and charging stations. The reduction includes some of the funds being expended last fiscal year and some of the funds being moved to the capital revenues budget line item. We anticipate receiving additional funds for operating, but do not anticipate using the funds as match to federal 5307 funds during this fiscal year.
  - Sales Tax – Charleston County capital matching requirements have been moved to the capital revenues budget line item.
  - Advertising is reduced to average revenue sales.
  - Interest is interest received from SC Department of Revenue for refunded excise tax payments.
  - Insurance proceeds are a result of accidents.
  - Sale of Assets includes the sale of three Flexible Metro vehicles, two paratransit buses and bus parts.
  - Miscellaneous revenue is a fee received for a bus rental for filming.

- **Expenditures:**
  - Staff Salaries & Benefits includes the cost of staff time, leave, insurance, retirement and taxes. The reduction reflects actual costs incurred through December 13, 2019. CARTA had two employees; one retired on December 13th and the other was transferred to BCDCOG. Staff and management services are provided through IGA Agreement.
  - Postage increased to align the budget with average expenditures.
  - Dues and Memberships include the membership with the Charleston Metro Chamber of Commerce.
  - Equipment rental increased by the addition of the Electric Bus Battery Lease agreement and the portable toilet rental at the HOP Lot.
  - Office Equipment Maintenance includes IT services (managed server services, email hosting, website management and other general IT services), Camera system maintenance and AVL software maintenance.
  - Rent increased to reflect the rental agreement with Dorchester Village Shopping Park & Ride.
  - Communications increased for the monthly digital radio frequency cost which is a per radio fee.
  - Utilities increased for the new Melnick Park & Ride and the charging stations. Utilities include electric and water at the SuperStop, Melnick Park & Ride, the Radio Shop at Leeds Avenue and the charging stations at Leeds Avenue.

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- Professional services increased with the addition of custodial services at Melnick Park & Ride and custodial sanitization services at the SuperStop. Other Professional Services include payroll processing system fees, new bus inspection services and shelter repair services.
- Contract Services decreased by the conclusion of the Melnick property engineering project and estimated service reductions of operations.
- Facility Repairs and Maintenance includes facility repairs and maintenance.
- Insurance increased based on the addition of new shelters, buses, charging stations and Park & Ride.
- Fuel decreased due to the reduction of fuel prices and operating services.
- Paratransit decreased based on reduction of operations.
- Non-Capitalized assets include the purchase of security equipment including cameras, lighting, shelter panels, driver safety barriers, COVID-19 PPE and radio equipment.
- Rolling Stock is being reduced to the amount of rolling stock CARTA anticipates receiving in this fiscal year. CARTA has received three Proterra Electric Buses and anticipates receiving an additional replacement paratransit vehicle before the fiscal year end. Other rolling stock items on order will be budgeted in the next fiscal year.
- Bus Facilities/Charging stations are for the purchase of charging stations for electric buses.
- Security Cameras and Equipment are funds available to purchase security equipment at our facilities and on rolling stock. This has been reduced to anticipated expenditures for the fiscal year.
- Capital has been reduced to capitalized expenditures and anticipated non-capitalized expenditures have been moved to the non-capitalized assets.

Ms. Mitchum addressed questions and comments and stated that the budget will continue to be monitored to ensure revenues and expenditure remain aligned. She also noted that recommended revisions will be made as necessary. Mayor Tecklenburg made an inquiry regarding funds as a result of the CARES Act. He also requested the Board's flexibility regarding consideration of an increase of service level where needed as long as the funds are not needed for a gap in sales tax funding. Mr. Mitchum responded that 100% of CARES Act funding can be used for operations.

Mr. Anderson made a motion to approve the FY20 Budget Revision as presented.
Mayor Tecklenburg seconded the motion. The motion was unanimously approved.

5. Digital Signage RFP – Request for Approval

Ron Mitchum, Executive Director, presented the Digital Signage Request for Proposal. He noted that the Selection Committee met on May 18, 2020 to review four proposals for the Digital Signage RFP. Proposals were received from GMV Syncromatics, Message Point Media, Smart City Media and Solutionz Inc. Based on the overall score sheet rankings, the Selection Committee recommends that CARTA award a contract to GMV Syncromatics. Mr. Mitchum addressed questions and comments.

Mr. Lahm made a motion to approve the Digital Signage RFP as presented.
Mayor O'Neil seconded the motion. The motion was unanimously approved.

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6. Swiftly Contract Extension – Request for Approval

Mr. Mitchum presented the Swiftly Contract Extension. He explained that CARTA is requesting to amend the Swiftly, Inc. Real Time Location Services contract for an additional year pursuant to the terms outlined in the contract. Additionally, CARTA is requesting approval to add the Operator Reports Module for $9,660.00 per year. The current Modules include Transitime, Live Operations, On-Time Performance, GPS Playback, Vehicle Speed and Runtime. The contract was awarded on June 29, 2017 as a one-year contract with four options to renew annually. This amendment would extend the contract from June 30, 2020 to June 28, 2021. Mr. Mitchum addressed questions and comments.

Ms. Berry made a motion to approve the Swiftly Contract Extension as presented. Mr. Green seconded the motion. The motion was unanimously approved.

7. Current System Operations – Update

Sharon Hollis, Principal Planner, stated that Jon Dodson, Planner II, has been monitoring the routes, first hand, and will deliver an update on the current system operations. Mr. Dodson noted that, since mid-March, CARTA has been operating on an abbreviated Sunday schedule due to the pandemic. As a result, ridership has dropped on the fixed and Express routes with the Express routes having been hit the hardest. However, there has been an upward trend on the DASH since the beginning of May. CARTA has not seen as big of a decrease in ridership as other transit agencies. Ms. Hollis noted that ridership on some routes continues to be steady and demand exists to get riders to their destinations (especially Route 20, which is currently the highest performing route that has been averaging 15 passengers per hour). Mr. Mitchum stated that the system will resume its normal operating schedule Tuesday, May 12th. CDC guidelines will be followed on all the routes in regards to resuming transit services. Hand sanitizer will be available and masks will be required and provided. Social distancing will be practiced as well. Signage listing safety guidelines will be posted on each vehicle. Transdev will monitor ridership on each route and will inform us if ridership looks as if it will exceed 50% capacity. Appropriate adjustments will be made to ensure passenger and driver safety if ridership exceeds 50% capacity. Mr. Mitchum addressed questions and comments. The Board received the Current System Operations update as information.

8. Executive Director's Report

Mr. Mitchum stated that work continues with Charleston County on the Shipwatch Square project. He also noted that discussion will be held during the June meeting on solar lighting for bus stops and the extension of the Transdev Contract. Mr. Mitchum stated that work also continues on the LCRT project and that an upcoming Steering Committee meeting will be held. He also noted that preliminary discussions have been held with the City of Charleston regarding the new HOP Lot and work continues with DHEC on the permitting processes. Mr. Mitchum announced that the Leeds Avenue Lease Agreement has been received so we will begin looking at the next steps to take in order to make expansions to the Leeds Avenue facilities. He stated that grant applications have been submitted and we feel good about CARTA's ability to compete so we are hopeful to receive funding as a result of those applications. Mr. Mitchum addressed questions and comments. The Board received the Executive Director's report as information.

9. Other Business, If Any

There was no other business to discuss.

10. Public Comments, If Any

There were two public comments:

- Phil Jos, CAJM, thanked Mayor Tecklenburg for drawing attention to the importance of increasing service frequency and commended Mr. Mitchum and Ms. Hollis for acknowledging that transit-dependent riders are keeping the revenue stream going. Mr. Jos expressed his concerns regarding CARTA placing a high priority on increasing the frequency of services and stated that CAJM is happy to submit Letters of Support for some of the recent grants.

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- William Hamilton, Executive Director of Best Friends of Lowcountry Transit, stated that he has been working closely with a candidate in Summerville for the State Legislature regarding the LCRT being the top priority. Tomorrow starts a 3-day community effort to support the LCRT's possible stimulus bill. Mr. Hamilton also commented on working with the Pink House in West Ashley and their concerns regarding increasing service frequency on Sam Rittenberg Boulevard.

11. Board Comments, If Any

- Ms. Berry commended Mr. Mitchum and staff for the extra efforts in keeping everyone safe during the pandemic.
- Chairman Seekings thanked everyone for their participation in the virtual Board Meeting and announced that the next CARTA Board of Directors meeting will be held on Wednesday, June 17th at 1:00 p.m. He commended the drivers who are on the front line during these unprecedented times.

12. Adjourn

There being no further business before the Board, Chairman Seekings adjourned the meeting at 1:55 p.m.

Respectfully submitted,
Kim Coleman

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MEMORANDUM

TO: Board of Directors

FROM: Robin W. Mitchum, Deputy Director of Finance & Administration

SUBJECT: May 31, 2020 Financial Report Overview

DATE: June 10, 2020

Please find attached the May 31, 2020 Financial Report. Below is a brief overview of the activities for FY20.

Revenues

- Farebox is the fares collected on the revenue vehicles.
- HOP Lot Parking Fees are the parking fees received at the HOP lot.
- City of Charleston – HOP Lot is contributions for the operations of the HOP route for 2019.
- The Federal revenue includes operating for the year to date. Federal revenue is recorded as eligible expenditures are incurred.
- Interest is interest received from SC Department of Revenue. CARTA submits for reimbursement of the SC Fuel Excise Tax each month. SCDOR periodically pays interest earned on the funds they have held in the reimbursement process.
- Insurance proceeds are a result of accidents.
- Sale of Assets includes the sale of three Flexible Metro vehicles, two paratransit buses, and parts.
- Miscellaneous revenue is a fee received for a bus rental for filming.

Expenditures

- Staff Salaries & Benefits includes the cost of staff time, leave, insurance, retirement, and taxes.
- Supplies includes office, facility maintenance supplies, and signage supplies for new vehicles.
- Printing includes costs of printing route maps, brochures, and passes.
- Automotive costs include the maintenance on the administrative vehicle and mileage reimbursements to employees.
- Postage is postage meter refills used to mail passes.
- Dues/Memberships is CARTA's annual membership with the Charleston Metro Chamber of Commerce.
- Office Equipment Rental includes the quarterly postage meter rental fee, the cost of the portable toilet rental for the HOP Lot, and the monthly battery lease for the electric buses.
- Office Equipment Maintenance (OEM) includes the FY20 portion of the Swiftly Transit Time and Insights Software (through 06/28/20), the FY20 portion of the Cradlepoint NetCloud Essentials for mobile routers and Zscaler internet security renewal (through 09/30/20), in addition to other IT support.
- Rent includes the Ashley Phosphate Park & Ride Lot, Dorchester Village Shopping center Park & Ride Lot, Leeds Avenue lot lease from SCE&G, SC Works Trident lease space, and document storage.

- Communications is the cost of phone, internet, and radio services at both the facilities and on the buses.
- Utilities includes electric and water at the Superstop, Melnick Park and Ride, the Radio Shop at Leeds Avenue, and the charging stations at Leeds Avenue.
- Auditing services is the cost for CARTA's annual financial audit.
- Custodial services is the cost of janitorial services at the Melnick Park and Ride and the Super Stop bus depot.
- Other Professional Services include payroll processing system fees, new bus inspection services, and Shelter repair services.
- Shared Contract Services (IGA & Management) is the extensive services BCDCOG provides to CARTA.
- Money Transport is the cost of the armored guard service, Brinks, to pick up and transport cash deposits to the bank.
- Vehicle Maintenance is the cost to maintain the fleet.
- Facility Repair & Maintenance is the cost of outside vendors to maintain facilities.
- Operating Fees & Licenses include credit card transaction fees, storm water fees, solid waste user fees and vehicle title & registration fees.
- Insurance includes the cost of liability insurance provided by the Insurance Reserve Fund. The amount will increase and decrease throughout the year as we add and remove items on the policy. The amount shown is the FY20 portion of the 2019 and 2020 policy period. This is the bulk of the expenditure for the year.
- Interest is the interest accrued on the Melnick Park and Ride Loan.
- Non Capitalized assets include the purchase of security equipment including cameras, lighting, shelter panels and radio equipment.

Capital Expenditures

- Rolling Stock is the purchase of three Proterra Electric buses.
- Bus Facilities/Charging Stations is the purchase of 6 electric bus Charging stations.
- Bus Shelter Construction/Bench Installation of 3 shelters.
- Security/Cameras & Equipment is the cameras on the midi buses.

Overall, the agency ended the month with excess of revenues of $4,016,943.

If you have any questions, please contact me at 843-529-2126 or robinm@bcdcog.com.

Amount owed to Transdev as of 5/31/2020 is $844,541.81.

Amount expended on the HOP for FY20 as of 5/31/2020 is $470,044

HOP Expenditures		
Expenditures	**Description**	**Total**
Equipment Rental	Portable Toilet	520
Fuel	Diesel Fuel	34,566
Fixed Route	Transdev Service	434,958
TOTAL EXPENDITURES		**470,044**

CARTA
Statement of Revenues & Expenditures
For the Month Ending May 31, 2020

Time elapsed
67%

	Original FY20 Budget	Revision#1 FY20 Budget	Actual	% of Budget
Operating Revenues				
Farebox	2,240,483	1,326,542	1,015,100	77%
Passes	552,551	341,948	258,040	75%
HOP Lot Parking Fees	-	20,211	15,177	75%
COC Shuttle	457,600	274,579	218,117	79%
MUSC	815,455	551,778	395,655	72%
City of Charleston - DASH	553,280	580,944	387,296	67%
City of Charleston - HOP	-	250,000	250,000	100%
Federal	12,714,213	6,798,922	6,299,873	93%
State Mass Transit Funds	1,040,472	-	-	N/A
Sales Tax - Charleston County	12,439,250	10,878,851	7,530,384	69%
Advertising	700,000	650,000	415,504	64%
Interest	-	152	152	100%
Insurance Proceeds	-	108,015	111,429	103%
Sale of Assets	5,000	9,300	9,300	100%
Miscellaneous	-	400	400	100%
TOTAL OPERATING REVENUES	31,518,304	21,791,642	16,906,427	**78%**
Operating Expenditures				
Staff Salaries & Benefits	160,578	62,853	59,332	94%
Supplies	15,200	61,650	38,588	63%
Printing	47,500	47,500	18,811	40%
Marketing	10,000	10,000	2,351	24%
Automotive	650	650	318	49%
Postage	1,200	1,750	1,588	91%
Dues/Memberships	500	513	513	100%
Office Equipment Rental	675	53,955	52,810	98%
Office Equipment Maintenance	211,156	221,265	134,657	61%
Rent	22,900	27,350	17,367	63%
Communications	170,381	173,351	112,823	65%
Utilities	12,650	43,420	21,463	49%
Advertising	5,000	5,000	1,500	30%
Professional Services				
Auditing	28,800	21,000	21,000	100%
Legal	7,500	7,500	1,825	24%
Custodial	-	47,102	23,441	50%
Other	22,965	96,820	56,445	58%
Contract Services				
Shared Services - IGA	2,037,021	2,302,387	1,283,772	56%
Shelter/Bench Contract Services	226,481	226,481	34,830	15%
Melnick Property Contract Services	55,259	-	-	N/A
Fixed Route	13,610,808	13,169,604	7,833,705	59%
Money Transport	7,500	7,500	4,323	58%
Vehicle Maintenance	250,000	250,000	117,623	47%
Facility Repair & Maintenance	-	21,375	2,247	11%

CARTA

Statement of Revenues & Expenditures

For the Month Ending May 31, 2020

Time elapsed **67%**

	Original FY20 Budget	Revision#1 FY20 Budget	Actual	% of Budget
Operating Fees & Licenses	27,500	34,768	21,009	60%
Insurance	630,780	760,500	748,719	98%
Fuel	1,494,728	1,205,156	699,893	58%
Paratransit	2,822,384	2,506,749	1,461,046	58%
Miscellaneous	7,741	7,741	2,043	26%
Interest	64,080	64,080	43,208	67%
Non-Capitalized Assets	-	353,622	72,234	20%
TOTAL OPERATING EXPENDITURES	21,951,937	21,791,642	12,889,484	**59%**
Excess (Deficit) of Revenues Over (Under) Expenditures			4,016,943	
Capital Revenues				
Rolling Stock	-	1,615,219	1,682,342	
Bus Facilities/Charging Stations	-	491,123	104,000	
Security/ Cameras & Equipment	-	69,990	6,840	
Capital (IT, Facility Repairs/Maint)	-	56,012	-	
Sales Tax - Charleston County	-	1,560,399	689,616	
TOTAL CAPITAL REVENUES	-	3,792,743	2,482,798	**65%**
Capital Expenditures				
Rolling Stock	7,839,674	2,123,014	1,783,014	
Bus Facilities/Charging Stations	580,000	1,111,723	667,033	
Bus Shelter Construction/Bench Install	400,504	400,504	24,200	
Security/ Cameras & Equipment	452,102	87,487	8,551	
Capital (IT, Facility Repairs/Maint)	294,087	70,015	-	
TOTAL CAPITAL EXPENDITURES	9,566,367	3,792,743	2,482,798	**65%**

CARTA
BALANCE SHEET
5/31/2020

ASSETS

ASSETS	
GENERAL OPERATING (BB&T)	2,955,084.36
PETTY CASH	180.00
ACCOUNTS RECEIVABLE	5,375,069.95
HEALTH INS ADVANCE DEPOSIT	1,054.80
INVENTORY - FUEL	29,573.20
DEFERRED OUTFLOWS: ER CONTR	46,962.00
LAND	4,623,977.25
VEHICLES	33,014,522.92
EQUIPMENT	2,204,724.79
FAREBOXES	1,170,017.00
SHELTERS	3,689,163.56
BUS SIGNAGE	62,555.32
FACILITIES	9,520,390.47
ACCUMULATED DEPRECIATION	(24,923,994.19)
PREPAID EXPENSES	210,850.54
TOTAL ASSETS	37,980,131.97

LIABILITIES & EQUITY

LIABILITIES	
ACCOUNTS PAYABLE	1,077,854.83
NOTE PAYABLE - BB&T	1,789,071.97
ACCRUED INTEREST	18,477.30
COMPENSATED ABSENCES	19,049.60
OPEB LIABILITY	241,935.00
DEFERRED INFLOWS: PENSION INVEST	490,413.00
PENSION PLAN	230,657.00
TOTAL LIABILITIES	3,867,458.70
EQUITY	
CURRENT YEAR FUND BALANCE	4,016,943.28
INVEST IN CAPITAL ASSETS	27,311,259.19
FUND BALANCE	2,784,470.80
TOTAL EQUITY	34,112,673.27
TOTAL LIABILITIES & FUND EQUITY	37,980,131.97

MEMORANDUM

TO: Board of Directors

FROM: Robin W. Mitchum, Deputy Director of Finance and Administration

SUBJECT: FY20/21 Proposed Budget

DATE: June 10, 2020

Please find attached the FY20/21 Proposed Budget Revision for your consideration.

Revenues

A detailed explanation of line item changes are as follows:

- Fare and contract revenues have been estimated based on the prior year's revenue. The FY20 budget was reduced due to the health pandemic.
- The City of Charleston HOP contribution is unknown at this time, so we have removed it from the budget.
- Federal revenue includes estimated 5307 Urban funds, 5310 Enhanced Mobility for Seniors & individuals with disabilities, and 5307 CARES Act funds. CARTA receives funds as a direct recipient from FTA and Pass Through funds from the BCDCOG. Capital funds are reflected in the capital revenues budget.
- State Mass Transit Funds is operating funds as match to 5307 Urban funds.
- Sales Tax – Charleston County capital matching requirements are reflected the capital revenues budget line item.
- Interest, Insurance Proceeds, Sale of Assets, and Miscellaneous are unknown amounts that are not added as revenue until received or anticipated to be received.

Expenditures

A detailed explanation of line item changes are as follows:

- Staff Salaries & Benefits previously included the cost of staff time, leave, insurance, retirement, and taxes. The reduction reflects actual the cost of Retiree Insurance only as a result of staff and management services now being provided by BCDCOG through the IGA Agreement.
- Postage increased to align the budget with average and estimated expenditures.
- Equipment rental increased by the addition of the Electric Bus Battery Lease agreements.
- Office Equipment Maintenance includes IT services (managed server services, email hosting, website management, and other general IT services), Camera system maintenance, and AVL software maintenance.
- Rent increased to reflect the rental agreement with Dorchester Village Shopping park and ride.
- Communications increased for the monthly digital radio frequency cost which is a per radio fee.

- Utilities increased for the new charging stations. Utilities include electric and water at the Superstop, Melnick Park and Ride, the Radio Shop at Leeds Avenue, and the charging stations at Leeds Avenue.
- Professional services increased with the addition of custodial services at Melnick Park and Ride and custodial sanitization services at the Super Stop. Audit services provided include the annual audit and additional audit reporting requirements.
- Contract Services increased by the reinstatement of operational services that were reduced due to the health pandemic. We are estimating a reduction in Shelter Engineering services, and increase in Transit service, and the implementation of the Pilot Ride Program service.
- Insurance increased as a result of the addition of new shelters, buses, and charging stations.
- Fuel increased due to the reinstatement of operational services, which were previously reduced due to decreased service and fuel costs during FY20.
- Paratransit increased based on the reinstatement of services.
- Interest was reduced to reflect the reduction of principal payments on the BB&T Melnick property loan.
- Non Capitalized assets include the purchase of security equipment including cameras, lighting, shelter panels, driver safety barriers, COVID-19 PPE, and radio equipment.
- Rolling Stock is increased to the amount of buses CARTA anticipates receiving next fiscal year.
- Bus Facilities/Charging stations are for the purchase of charging stations for electric buses.
- Bus Shelter Construction/Bench Install is for the installation of new bus shelters.
- Land is for the purchase of the property at Leeds Avenue from Dominion Energy for additional parking and charging station needs.
- HOP Lot Construction/Leeds Avenue is for the construction of the HOP Lot and upgrades at Leeds Avenue.
- Security Cameras and Equipment are funds available to purchase security equipment at our facilities and on rolling stock.
- ITS System is for the purchase of the integrated technology solution system that will provide computer-aided dispatching and an automatic vehicle tracking system.

We will continue to monitor the budget to insure revenues and expenditure remain aligned and we will make recommended revisions as necessary.

If you have any questions, please contact me at 843-529-2126 or robinm@bcdcog.com

CARTA
FY2021 Proposed Budget

	Budget FY 2020	Proposed Budget FY 2021	Variance
Revenues			
Farebox	1,326,542	1,873,328	546,786
Passes	341,948	516,573	174,625
HOP Lot Parking Fees	20,211	30,643	10,432
COC Shuttle	274,579	420,859	146,280
MUSC	551,778	741,699	189,921
City of Charleston - DASH	580,944	609,992	29,048
City of Charleston - HOP	250,000	-	(250,000)
Federal	6,798,922	11,133,814	4,334,892
State Mass Transit Funds	-	600,000	600,000
Sales Tax - Charleston County	10,878,851	6,799,695	(4,079,156)
Advertising	650,000	700,000	50,000
Interest	152	-	(152)
Insurance Proceeds	108,015	-	(108,015)
Sale of Asset	9,300	-	(9,300)
Miscellaneous	400	-	(400)
TOTAL REVENUES	21,791,642	23,426,603	1,634,961
Expenditures			
Staff Salaries & Benefits	62,853	8,286	(54,567)
Supplies	61,650	61,650	-
Printing	47,500	47,500	-
Marketing	10,000	10,000	-
Automotive	650	650	-
Postage	1,750	1,850	100
Dues/Memberships	513	513	-
Office Equipment Rental	53,955	263,955	210,000
Office Equipment Maintenance	221,265	221,265	-
Rent	27,350	33,200	5,850
Communications	173,351	179,624	6,273
Utilities	43,420	46,523	3,103
Advertising	5,000	5,000	-
Professional Services			
Auditing	21,000	24,300	3,300
Legal	7,500	7,500	-
Custodial	47,102	72,404	25,302
Other	96,820	96,820	-
Contract Services			
Shared Services - IGA	2,302,387	2,302,387	-
Shelter/Bench Contract Services	226,481	100,000	(126,481)

CARTA
FY2021 Proposed Budget

	Budget FY 2020	Proposed Budget FY 2021	Variance
Fixed Route	13,169,604	14,019,132	849,528
Money Transport	7,500	7,500	-
Pilot Ride Program	-	80,000	80,000
Vehicle Maintenance	250,000	250,000	-
Facility Repair & Maintenance	21,375	21,375	-
Operating Fees & Licenses	34,768	34,768	-
Insurance	760,500	780,865	20,365
Fuel	1,205,156	1,524,623	319,467
Paratransit	2,506,749	2,907,056	400,307
Miscellaneous	7,741	7,741	-
Interest	64,080	60,116	(3,964)
Non-Capitalized Assets	353,622	250,000	(103,622)
TOTAL EXPENDITURES	21,791,642	23,426,603	1,634,961
Excess (Deficit) of Revenues Over (Under) Expenditures	-	-	-
Capital Revenues			
Rolling Stock	1,615,219	10,279,699	8,664,480
Bus Facilities/Charging Stations	491,123	405,500	(85,623)
Bus Shelter Construction/Bench Install	-	-	-
Security Cameras/Equipment	69,990	247,937	177,947
Capital (IT, Facility Repairs/Maint)	56,012	56,012	-
ITS System	-	1,300,000	1,300,000
HOP Lot Construction	-	2,800,000	
Sales Tax - Charleston County	1,560,399	6,080,555	4,520,156
TOTAL CAPITAL EXPENDITURES	3,792,743	21,169,703	14,576,960
Capital Expenditures			
Rolling Stock	2,123,014	12,895,746	10,772,732
Bus Facilities/Charging Stations	1,111,723	1,769,019	657,296
Bus Shelter Construction/Bench Install	400,504	200,000	(200,504)
Land	-	1,500,000	1,500,000
HOP Lot Construction/Leeds Ave.	-	2,800,000	
Security Cameras/Equipment	87,487	309,923	222,436
Capital (IT, Facility Repairs/Maint)	70,015	70,015	-
ITS System	-	1,625,000	1,625,000
TOTAL CAPITAL EXPENDITURES	3,792,743	21,169,703	14,576,960

CARTA
PROPOSED DETAILED BUDGETED EXPENDITURES
FY 2021/2022

		Budget FY 2020	*Proposed* Budget FY 2021	Increase (Decrease)
SALARIES & BENEFITS	Salaries	41,553	-	(41,553)
	Retirement	6,466	-	(6,466)
	FICA	3,059	-	(3,059)
	SUTA	-	-	-
	Workers Comp	121	-	(121)
	Insurance	3,530	-	(3,530)
	Retiree Insurance	8,124	8,286	162
		62,853	8,286	(54,567)
SUPPLIES	Admin/Operations	61,450	61,450	-
	Supplies - HOP LOT	200	200	-
	Total	61,650	61,650	-
PRINTING	Printing	45,000	45,000	-
	Printing - HOP LOT	2,500	2,500	-
		47,500	47,500	-
MARKETING	Promotional	10,000	10,000	-
	Total	10,000	10,000	-
AUTOMOTIVE	Parking/Mileage/Service	650	650	-
	Total	650	650	-
POSTAGE	John Street	1,750	1,850	100
		1,750	1,850	100
DUES & MEMBERSHIPS	Metro Chamber	513	513	-
	Total	513	513	-
EQUIPMENT RENTAL	Portable Toilet Rental - HOP LOT	780	780	-
	Electric Bus Battery Lease	52,500	262,500	210,000
	Miscellaneous Equipment	675	675	-
	Total	53,955	263,955	210,000
OFFICE EQUIPMENT MAINTENANCE	IT	50,000	50,000	-
	Money Counting Equipment	2,000	2,000	-
	Super Stop Cameras	2,450	2,450	-
	AVL Cloud Manager	25,810	25,810	-
	AVL	141,005	141,005	-
		221,265	221,265	-
RENT	Land	6,000	6,000	-
	Park & Ride	12,850	18,700	5,850
	Document Storage	2,500	2,500	-
	SC Works Charleston Center	6,000	6,000	-
		27,350	33,200	5,850

CARTA
PROPOSED DETAILED BUDGETED EXPENDITURES
FY 2021/2022

		Budget FY 2020	*Proposed* Budget FY 2021	Increase (Decrease)
COMMUNICATIONS	Telephone/Internet	13,740	14,015	275
	Tablets - Buses	80,609	80,609	-
	Radios	79,002	85,000	5,998
	Total	173,351	179,624	6,273
UTILITIES	Electricity	32,580	35,683	3,103
	Water	10,840	10,840	-
		43,420	46,523	3,103
ADVERTISING	ALL	5,000	5,000	-
		5,000	5,000	-
PROFESSIONAL SERVICES	Audit	21,000	24,300	3,300
	Legal	7,500	7,500	-
	Custodial	47,102	72,404	25,302
	Other	96,820	96,820	-
		172,422	201,024	28,602
CONTRACT SERVICES	Management Services	75,000	75,000	-
	Shared Services (IGA)	2,227,387	2,227,387	-
	Shelter/Bench Engineering (IGA)	226,481	100,000	(126,481)
	Fixed Route - Transdev	12,411,868	13,029,120	617,252
	Hop Lot - Transdev	757,736	990,012	232,276
	Money Transport	7,500	7,500	-
	Pilot Ride Program		80,000	80,000
		15,705,972	16,509,019	803,047
VEHICLE MAINTENANCE		250,000	250,000	-
		250,000	250,000	-
FACILITY REPAIR & MAINTENANCE	Facility Repair Misc	20,000	16,425	(3,575)
	Bus Wash Inspection	1,375	4,950	3,575
		21,375	21,375	-
OPERATING FEES & LICENSES		34,768	34,768	-
		34,768	34,768	-
INSURANCE	Administration	15,500	15,500	-
	Operating	745,000	765,365	20,365
		760,500	780,865	20,365
FUEL	Fuel	1,165,156	1,463,541	298,385
	Fuel - HOP LOT	40,000	61,082	21,082
		1,205,156	1,524,623	319,467
PARATRANSIT	TRANSDEV	2,506,749	2,907,056	400,307

CARTA
PROPOSED DETAILED BUDGETED EXPENDITURES
FY 2021/2022

		Budget FY 2020	*Proposed* Budget FY 2021	Increase (Decrease)
		2,506,749	2,907,056	400,307
MISCELLANEOUS	MISC	7,500	7,500	-
	MISC - HOP LOT	241	241	-
		7,741	7,741	-
INTEREST	BB&T - Melnick Property	64,080	60,116	(3,964)
		64,080	60,116	(3,964)
NON-CAPITALIZED ASSETS	Non-Capitalized Assets	353,622	250,000	(103,622)
		353,622	250,000	(103,622)
CAPITAL				
	Rolling Stock/Fleet Repair	2,123,014	12,895,746	10,772,732
	Bus Facilities/Charging Stations	1,111,723	1,769,019	657,296
	Shelter Project - Wildwood	400,504	200,000	(200,504)
	Land	-	1,500,000	1,500,000
	HOP Lot Constuction/Leeds Ave.	-	2,800,000	2,800,000
	Security/Cameras	87,487	309,923	222,436
	Signage	70,015	70,015	-
	ITS System	-	1,625,000	1,625,000
		3,792,743	21,169,703	17,376,960

MEMORANDUM

DATE: June 10, 2020

TO: CARTA Board of Directors

FROM: Ronald E. Mitchum, Executive Director

SUBJ: CARTA Fixed Route & Paratransit Operator

Charleston Area Regional Transportation Authority (CARTA) is requesting approval to amend the Transdev Services– Fixed Route, Paratransit & Maintenance Services contract # CARTA2016-01 for an additional year pursuant to the renewal terms outlined in the contract.

The contract was awarded on July 1, 2016 as a three (3) year contract with seven (7) options to renew annually. This amendment will extend the contract through June 30, 2021.

The new service rates are listed below and indicate a 2.5% increase over the previous year:

	July 1, 2019 - June 30, 2020	July 1, 2020 - June 30, 2021
Hourly Rate - Fixed Route Service	$60.97	$62.49
Hourly Rate - Paratransit Service	$56.97	$58.39

FIRST AMENDMENT TO CONTRACT NO. CARTA2016-01
FIXED ROUTE & PARATRANSIT SERVICE AGREEMENT

This First Amendment to Contract No. CARTA2016-01 Fixed Route & Paratransit Service Agreement dated as of the last signature hereto (this "Amendment") is between CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY ("CARTA") and TRANSDEV SERVICES, INC. ("Transdev"). CARTA and Transdev are sometimes hereinafter referred to as "Party" and collectively as "Parties." The Parties desire to amend Contract No. CARTA2016-01 Fixed Route & Paratransit Service Agreement dated July 1, 2016 ("Agreement") as set forth herein. Unless modified by this Amendment, all provisions of the Agreement remain as written.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CARTA and Transdev hereby amend the Agreement as follows effective immediately:

1. Section 1.01 is amended to add the following definition:

   "BCDCOG" means Berkeley Charleston Dorchester Council of Governments. BCDOG is the administrative entity for CARTA.

2. Section 2.03 (q) is hereby deleted. Customer Service Training

3. Section 2.03 (oo) is hereby deleted and replaced with the following:

   (oo) Direct all customer service requests to the appointed BCDCOG staff. BCDCOG shall provide Customer Service

4. Section 2.04 (a) is hereby deleted and replaced with the following:

   (a) Effective Date. The effective date (the ***"Effective Date"***) of this Agreement shall be July 1, 2019 and will be in effect for one (1) year with up to Six (6) one (1) year renewal options. The CARTA Board may, in its sole discretion, elect to extend any renewal term beyond one (1) year, provided the duration of the entire Contract does not exceed a total of ten (10) years. CARTA shall give the Contractor written notice of the intention to renew the Contract term not less than ninety (90) days prior to the end of the initial term and any extension thereon. In lieu of renewal, CARTA, at its sole discretion, may extend the Contract under all of the terms and conditions contained in this Contract for up to one hundred eighty (180) days. CARTA's Executive Director, or his designee, shall give the Contractor written notice of CARTA Board's intention to extend the Contract term not less than ninety (90) days prior to the end of the term.

5. Section 2.04 (c) is hereby deleted and replaced with the following:

(c) Contract Term. The term of this Contract (the ***"Term"***) shall commence at 12:01 P.M. on July 1 and end at 12:00 P.M. on June 30th.

6. Section 2.04(d) is hereby deleted and replaced with the following:

(d) Upon Completion of Term.

Contractor recognizes that the services provided under this Contract are vital to CARTA and, should this Contract be terminated or not renewed as provided herein, agrees that Contractor shall use its best efforts and cooperation to assist CARTA and any successor Contractor in transferring and transitioning operations of the services and duties provided hereunder to the successor Contractor, so as to effect an orderly and efficient transition of operations so that the transition will be efficiently accomplished without any disruption in provision of fixed route and paratransit services.

Within ten (10) working days following notice of termination or non-renewal of the Contract, the Contractor shall deliver to CARTA a detailed transition plan, including all information regarding current operations requested by CARTA, that it, in its sole discretion, feels is necessary to effectuate a smooth transition to a successor Contractor.

No later than sixty (60) days before the end of the term of the Contract, the Contractor shall provide any and all materials, data, records, databases, software and all other things in the Contractor's possession to the State or the successor Contractor at no additional cost to CARTA. Any proprietary software that Contractor used in the performance of the contract is not subject to the provision of this Section except that the data captured during the course of contract performance by such software shall be provided to the Authority

7. Section 2.05(a) is hereby deleted and replaced with the following:

EXTENSION YEARS	Year One
Hour Fixed Route Service	$60.97
Hour Paratransit Service	$56.97

8. Section 2.06(a)(i) is hereby deleted and replaced with the following:

Contractor shall submit a monthly invoice by the fifth (5th) business day of each month for the previous month's service. The invoice will be based upon the number of Service Hours operated and shall set forth an itemized list of Service Hours operated, broken down by route and number and type of vehicle, total hours of services provided, missed trips, itemized list of preventative maintenance performed and any additional information requested by CARTA. Such invoice

shall also list all other amounts due Contractor hereunder with appropriate documentation.

9. Section 2.06 (b) is hereby deleted and replaced with the following:

(b) Audits and Reviews.
CARTA reserves the right to request any information to support any changes submitted in the invoices. CARTA may at any time conduct an audit and shall have the right of access to and inspection of all books and records, including financial records, kept by Contractor that are directly or indirectly related to the services provided under the contract. The Contractor also must cooperate with and provide information to any third party engaged by CARTA to evaluate or audit Contractor's performance and services provided under this contract. Any overpayment or underpayment in such an audit may be charged or credited (as the case may be) against Contractor's future payments. CARTA may withhold payment for services it believes were improper, failed to meet service specifications and were subject to an Unsatisfactory Performance Fee, or were otherwise questionable. Appropriate financial adjustments to future payments shall be made by CARTA based upon any inconsistency, irregularity, discrepancy, under billing, or unsubstantiated billing revealed as a result of the audit. If Contractor objects to any adjustments made by CARTA, Contractor may pursue a dispute resolution

10. The following is hereby added a new Section 2.06(c):

(c) Freedom of Information Act.
To the extent that the SCFOIA and S.C. Code Ann. § 11-35-410 require the production and release of public records, CARTA has a statutory duty to comply with SCFOIA and is subject to civil suit, including the award of costs and attorney's fees for failure to comply therewith. Contractor acknowledges that CARTA, in its sole discretion, must determine what is a public record and what CARTA is required to release. In the event there is a dispute regarding what constitutes a public record and whether it is exempt from disclosure pursuant to S.C. Code Ann. § 30-4-40 or § 11-35-410, CARTA will give Contractor five (5) days' notice prior to releasing such information, during which time Contractor shall take whatever action it deems necessary to challenge the release. Further, if any legal actions are brought against CARTA as a result of Contractor's refusal to provide or failure to cooperate with a CARTA request for information, Contractor shall reimburse to CARTA all costs and attorneys' fees incurred by CARTA in connection with such an action and shall in all respects indemnify and hold CARTA harmless against any losses or financial penalties in connection with such action.

Contractor agrees to and shall insure that this provision is included in each contract that it has with a Subcontractor to perform work under this Contract.

11. Section 2.07 is hereby renamed "Prohibition on Pass-Through Payments."

12. The following is hereby added as a new Section 2.07(e):

(e) **Major Component Repairs/Replacements**. If Contractor discovers a need for major component or service repairs, or replacements (Engine, Transmission, Differential) of CARTA vehicles or facilities, then the Contractor must follow CARTA's current Procurement Policy and Procedures and have the written approval of CARTA's Executive Director before moving forward with the purchase.

13. Section 2.10(c) is hereby renamed "Effect Upon Hourly Rate."

14. Section 2.13(d) is hereby deleted and replaced with the following:

(d) **Fare Recording**. Contractor's vehicle operators shall record each boarding by type of fare, including recording of nonfare boarding on days designated by CARTA. Contractor shall maintain all data necessary for the operation of the farebox and data reporting system to the satisfaction of CARTA. Failure to do so may result in penalty

15. Section 2.15(e) is hereby deleted and replaced with the following:

(e) **Vehicle Registration and Licensure.** CARTA shall obtain and keep current South Carolina Department of Motor Vehicles registrations and permanent vehicle tags for all vehicles used to provide service in the Fixed Route System, Tel-A-Ride System and Support Vehicles. CARTA shall pay all fees involved in obtaining or maintaining proper registrations.

16. The following language is hereby added to the conclusion of Section 2.22 (Accident Reporting Procedures):

Failure to report accidents as prescribed above may result in a penalty.

17. Section 2.24(C)(ii) is hereby deleted and replaced with the following:

ii) The General Manager is responsible for having a thorough working knowledge of the requirements of laws, regulations and statutes, including amendments and guidance provided by U.S. Department of Transportation, FTA and South Carolina Department of Transportation pertaining to the provisions of Fixed Route Services. CARTA shall organize all public hearings as required by applicable laws.

18. Section 2.26(e)(iii) is hereby deleted and replaced with the following:

iii) Contractor shall develop, implement, and maintain a formal training and retraining program for all vehicle operators and other operations personnel. Such program shall contain behind the wheel instruction on transit vehicle operation, including, but not limited to, the following: Bus maneuvers, fare and transfer structure, pre-trip inspection, map reading, schedule reading, radio procedures, vehicle familiarization, accident and incident procedure and reports, applicable federal, state, and local motor laws and regulations, safety, passenger relations, route/system familiarization, elderly and disabled individuals procedures, wheelchair lifts/accessibility devices, diversity training and ADA sensitivity training. Contractor shall ensure that each vehicle operator is fully knowledgeable of his or her duties and responsibilities and can operate a transit vehicle in a safe manner and provide a copy or documentation of all training materials.

19. The Unsatisfactory Performance Fees chart listed in Section 2.34 is hereby deleted and replaced with the following:

MAINTENANCE

Monthly Maintenance Manager's Report	FEE $200 if not submitted
Preventative Maintenance Inspection Reports	FEE $200 if not submitted
Monthly Fleet Summary Report	FEE $50 if not submitted
Out of Service Designation as defined in the Maintenance Program attached as Exhibit C	FEE Service hour cost for every revenue service hour that the vehicle was operated with this designation
Late PMI – 500 miles after scheduled cycle	FEE $200 per occurrence
Early PMI – more than 500 miles before schedule (unless the vehicle is already in the shop for other repairs)	FEE $200 per occurrence
Missed PMI – 1000 miles after scheduled cycle	FEE $400 per occurrence
Miles subject to alteration based on manufacturer of industry standards at CARTA's discretion	
Farebox PMI – Fareboxes not maintained according to manufacturer specifications and preventative maintenance schedule	FEE $200 per occurrence
Cleanliness Audit: Classifications include: Superior, Proficient, Meets Standards, Needs Improvement, and Unsatisfactory as determined by CARTA	FEE $400 (Needs Improvement) FEE $600 (Unsatisfactory) FEES are assessed PER VEHICLE
Vehicle Body Condition Report: Classifications include: Superior, Proficient, Meets Standards, Needs	FEE $400 (Needs Improvement) FEE $600 (Unsatisfactory)

Improvement, and Unsatisfactory as determined by CARTA	FEES are assessed PER VEHICLE

TRANSPORTATION AND OPERATIONS

Missed Trips—Operator Not Available, Preventable Accidents (Unless due to a documented weather-related incident or serious event beyond the Contractor's control subject to CARTA's approval)	FEE $400 per occurrence
Revenue Vehicles Validated Running Ahead of Schedule Resulting in Effects to OTP Due to Operator Error (0-60 second grace period allowed)	FEE $400 per occurrence
Monthly average Validated Customer Complaints per 100,000 passengers allowed is Nine (9) if this is exceeded to Ten	FEE: $125
If this is exceeded to Eleven or more	FEE: $250 per complaint over TEN (10)
Improper or Missing Recordings of Boardings and/or Fare Type Due to Negligence. (Improper farebox input)	FEE $500 per occurrence
Preventable Vehicle Accidents: 20 per One Million Miles – exceeding 20 (Year 4) and 15 per One Million Miles – exceeding 15 (Year 5)	FEE: $400 per occurrence
Passenger Preventable Accidents: 10 per One Million Passengers – exceeding 10	FEE $400 per occurrence
Farebox Probing – Must be completed on a daily basis with exception to non-operational vehicles or acts of natural disaster.	FEE - $100 per occurrence
Cashbox Vaulting – Must be completed on a daily basis.	FEE - $100 per occurrence

RIDERSHIP/ OTHER REPORTS
LATE REPORTS: FEE $25 per day per report

20. **Financial Transparency**. Upon written request from the Authority, the Contractor shall provide Authority any and all documents, data, and financial records, in written or electronic form, relating to the expenditure of all funds, regardless of the source of funding, paid to the Contractor under this Contract. Such information shall be provided within five days, unless otherwise agreed upon in writing by the Director or his designee, of its request at no cost to the Authority. Such information shall be available for public disclosure by the Authority as provided for in the South Carolina Freedom of Information

Act, S.C. Code Ann. § 30-4-10, et seq. (2014) (SCFOIA) and S.C. Code Ann. § 11-35-410 (2011).

Contractor shall ensure that this financial transparency provision is included in each future contract that it has with a Subcontractor to perform work under this Contract.

21. Section 2.40 is hereby deleted and replaced with the following:

(a) **Assignment and Subcontracting**. The Contractor will be solely responsible for performance under this Amended Contract. If the Contractor's Contract services provided for in this Amended Contract include services, equipment or materials supplied by a subcontractor, the Contractor must act as the prime Contractor and assume full responsibility for any subcontractor's performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. No portion of the requested services may be assigned or subcontracted without the prior written approval of the Director. The Director may grant or withhold his/her consent in his/her sole and absolute discretion. The Authority has the same rights as the Contractor to review and inspect the work and services of each subcontractor at any time, without prior notice and shall inform the Contractor of any such review or inspection by the Authority. As to any assigned subcontractor(s) approved by the Director and providing services on behalf of the Contractor, the Contractor shall include in its contract with such subcontractor(s) all sections mandated by South Carolina and the Federal Governments. As the Authority fixed route and paratransit manager, the Contractor shall be presumed to have specialized knowledge as to which sections are required in its subcontracts and to take all required action incident to FTA reporting requirements in effect as of July 1, 2015, as such may be amended from time to time.

22. Section 2.42 is hereby deleted and replaced with the following:

2.42 **Licenses and Permits.** Contractor will be appropriately licensed and authorized to perform the services required in this Agreement including, but not limited to, all necessary South Carolina motor vehicle licenses and certification. The cost of any required licenses or permits will be the responsibility of Contractor. CARTA shall pay all license plate and registration fees for the Vehicles owned by CARTA.

23. Section 2.48(e) is hereby deleted and replaced with the following:

(e) **All Coverage.** Each insurance policy required of either party by this clause shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits.

24. The following is added as a new Section 3.16 (5):

(6) The Contractor shall provide the Authority a copy of each contract it has with each of its DBE subcontractors. The Contractor shall, on an annual basis, provide to the Authority a copy of each respective DBE's certification Unified Certification Program (UCP) administered by the South Carolina Department of Transportation (SCDOT), not later than sixty (60) calendar days after the anniversary date of the respective DBE's certification, unless the sixtieth day ends on Saturday, Sunday or a legal holiday, and then the next business day, after each DBE subcontractor's DBE certification is renewed or extended. The Contractor shall have a right to request an extension of the time to provide a copy of the DBE certification beyond sixty (60) days and the Authority shall not unreasonably withhold the extension request.

25. Section 3.23 is hereby deleted and replaced with the following:

Section 3.23 All notice required to be given under the Agreement will be in writing and may be delivered personally or by regular, registered or certified mail.

Notices to CARTA will be addressed as follows:

Executive Director
Charleston Area Regional Transportation Authority (CARTA)
5790 Casper Padgett Way
North Charleston, SC 29406
Fax: 843-529-0305
Email: ronm@bcdcog.com
Notices to Contractor will be addressed as follows:

General Manager
3664 Leeds Avenue
Charleston, South Carolina 29405
Fax: (843)745-4101
Email: _____

With copy to:

Transdev Services, Inc.
Attn: EVP & General Counsel
720 E. Butterfield Rd., Ste. 300
Lombard, IL 60148

If Contractor receives direction of any nature from any source other than the Contracting Officer or the CARTA Board, Contractor shall obtain the approval of the Contracting Officer prior to taking any action implementing such directions.

26. Exhibit B of the Agreement is hereby deleted and replaced with Exhibit B attached hereto.

27. Exhibit C of the Agreement is hereby deleted and replaced with Exhibit C attached hereto.

28. All capitalized terms in this Amendment have the meaning set forth in the Agreement unless otherwise defined in this Amendment.

29. This Amendment is construed and enforced in accordance with South Carolina law without regard to conflict of law or other legal principles (of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of South Carolina.

TRANSDEV SERVICES, INC.

By: _____

Name: Michael Setzer

Title: President

Date: June 3, 2019

CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY

By: _____

Name: Ronald E. Mitchum

Title: Executive Director

Date: 6/4/19

Exhibit B

Equipment Inventory
As of 3/31/19

	Active	Temp. Inactive	Perm. Inactive	Total	Fareboxes
Commuter	26	1	4	**31**	80
DASH	9			**9**	
Fixed Route	49	1		**50**	
Paratransit	26			**26**	
Non-Revenue	11			**11**	
Shop/Maint.	3			**3**	
Admin	2			**2**	
	126	**2**	**4**	**132**	

Commuter

	Active	Temp. Inactive	Perm. Inactive	Total	Average Mileage
1994 Flexible	3		4	**7**	443,011
2003 NABI	4	1		**5**	444,351
2015 New Flyer 40'	3			**3**	129,842
2018 Gillig	16			**16**	8,181
	26	**1**	**4**	**31**	

DASH

	Active	Temp. Inactive	Perm. Inactive	Total	Average Mileage
2016 Midi	7	-	-	**7**	45,516
2018 Midi	2	-	-	**2**	18,904
	9	**-**	**-**	**9**	

Fixed Route

	Active	Temp. Inactive	Perm. Inactive	Total	Average Mileage
1996 New Flyer	22			**22**	948,624
2010 New Flyer	11			**11**	463,039
2012 New Flyer	5			**5**	385,107
2014 Midi	2	1		**3**	101,340
2014 New Flyer 40'	2			**2**	354,601
2016 Goshen	6			**6**	109,951
2018 Midi	1			**1**	14,516
	49	**1**	**-**	**50**	

Paratransit

	Active	Temp. Inactive	Perm. Inactive	Total	Average Mileage
2009 Chevy Cutaway	1			**1**	415,698
2010 Chevy Cutaway	1			**1**	365,792
2016 Goshen	1			**1**	96,677
2016 MV-1	9			**9**	63,378
2017 Amerivan	10			**10**	55,063
2018 Amerivan	1			**1**	7,863
2018 Ford Cutaway	1			**1**	21,254
2019 Ford Cutaway	2			**2**	3,404
	26	**-**	**-**	**26**	

Non-Revenue

	Active	Temp. Inactive	Long-term Inactive	Total	Average Mileage
2013 Toyota Prius	2			**2**	144,840

2017 Ford Escape	5			**5**	29,480
2017 Ford Focus	4			**4**	15,389
	11	**-**	**-**	**11**	

Shop/Maint.

	Active	Temp. Inactive	Perm. Inactive	Total	Average Mileage
1986 Chevy Tire Truck	1			**1**	43,251
2013 Dodge RAM	1			**1**	26,504
2017 Ford F350 Super	1			**1**	4,896
	3	**-**	**-**	**3**	

Admin

	Active	Temp. Inactive	Perm. Inactive	Total	Average Mileage
2013 Ford Explorer	1			**1**	24,869
2018 Ford F150	1			**1**	2,165
	2	**-**	**-**	**2**	

Exhibit C
Vehicle Maintenance Program

Please refer to the attached file:

https://www.dropbox.com/s/8pz09mujb3ax8rq/CARTA%20-Trandev%202017%20Maintenance%20Plan.pdf?dl=0

CONTRACT NO. CARTA2016-01
FIXED ROUTE & PARATRANSIT
SERVICE AGREEMENT

THIS FIXED ROUTE, & PARATRANSIT SERVICE AGREEMENT (the ***"Agreement"*** or ***"Contract"***) made and entered into this 1st day of July, 2016, by and between the Charleston Area Regional Transportation Authority (***"CARTA"***) and Transdev Services, Inc. (the ***"Contractor"***), a corporation authorized to do business in the State of South Carolina.

WITNESSETH

WHEREAS, CARTA conducted a competitive procurement process for Fixed Route Services as specified in RFP CARTA2016-01, Fixed Route & Paratransit Services for the Charleston Area Regional Transportation Authority dated May 11, 2016, with all its addenda and amendments;

WHEREAS, Contractor submitted a Proposal dated June 8, 2016 ("Contractor's Proposal"), in response to the RFP;

WHEREAS, after careful review of all proposals, CARTA wishes to engage Contractor to provide services for the day-to-day operation of CARTA's fixed route, paratransit and maintenance services under the terms set forth herein;

WHEREAS, Contractor is competent to perform the professional services described herein and desires to enter into this Agreement with CARTA for the provision of said services; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and CARTA agree as follows:

Article I. Definitions

Section 1.01 As used in this Contract

(a) ***"ADA"*** Americans With Disabilities Act, 42 U.S.C. 1210 et. seq., and corresponding regulations promulgated at 49 CFR Part 37 and 38, as amended.

(b) ***"CARTA's Existing Equipment"*** shall have the meaning ascribed to such term in Section 2.16.

(c) ***"Contracting Officer"*** means the Executive Director of CARTA. The Executive Director may authorize a designee (or designees) of CARTA to carry out one or more of the functions of the Contracting Officer herein, provided that such authority is set forth in writing with a copy thereof forwarded to Contractor.

(d) ***"Contract Amendment"*** means any written amendment made to this Contract entered into by the parties.

(e) ***"Customer Complaint"*** means each separate substantive customer complaint including oral and written complaints, whether received initially by Contractor, CARTA or a third party as determined in CARTA's sole discretion. The same customer complaint from the same customer shall not be counted as a separate Customer Complaint.

(f) ***"DMV"*** means South Carolina Department of Motor Vehicles.

(g) ***"Days"*** means business days recognized by CARTA.

(h) ***"DBE"*** means Disadvantaged Business Enterprise Certified under the current South Carolina Department of Transportation State Unified Certification Program.

(i) ***"Dispatch"*** means the function of assigning revenue vehicles and operators to cover scheduled transit trips.

(j) ***"Effective Date"*** shall have the meaning assigned to such term in Section 2.04(a).

(k) ***"Equipment Initial Inventory"*** shall have the meaning ascribed to such term in Section 2.16.

(l) ***"Estimated Annual Service Hours"*** shall be adjusted each year at CARTA's discretion.

(m) ***"Facility"*** means the CARTA facility located at 3664 Leeds Avenue, Charleston, South Carolina, and Intermodal Transportation Center as described as the "Premises" in the Lease including the structure, fixtures, and equipment provided by CARTA.

(n) ***"Federal Transit Administration"*** or ***"FTA"*** refers to the Federal Transit Administration of the United States Department of Transportation, or its successor entity.

(o) ***"Final Parts Inventory Cost"*** shall have the meaning ascribed to such term in Section 2.19.

(p) ***"Fixed Route Schedule"*** means the listing of specific locations and corresponding times that a Revenue Vehicle is expected to depart those locations as adopted by CARTA from time to time as specified on http://www.ridecarta.com/riding-carta/routesmapsschedules/routes-schedules

(i) Route descriptions;

(ii) Hours of service, including span, frequency, and days per week of operation; and

(iii) Revenue hours and miles and number of buses assigned.

(q) ***"Fixed Route Service Hours"*** means the period of time that a Revenue Vehicle is engaged in Fixed Route System or other service requested by CARTA, which begins upon said Revenue Vehicle's pullout from the Facility and ends upon said Revenue Vehicle's return to the Facility, excluding dead time, lunchbreaks, and breaks between run splits.

(r) ***"Fixed Route System"*** means CARTA's fixed route bus service as established from time to time by CARTA.

(s) ***"Indemnified Party"*** shall have the meaning ascribed to such term in Section 2.47.

(t) ***"Initial Parts Inventory Cost"*** shall have the meaning ascribed to such term in Section 2.19.

(u) ***"Lease"*** shall have the meaning ascribed to such term in **Error! Reference source not found.**.

(v) ***"Monthly Deposit Amount"*** shall have the meaning ascribed to such term in Section 2.06(a).

(w) ***"Missed Trip"*** means the failure of a Revenue Vehicle to provide revenue service at a specified stop within the time specified in the Schedule.

(x) ***"Necessary Property"*** shall have the meaning ascribed to such term in Section 2.04(a).

(y) ***"On-time Performance"*** means the operation of a Revenue Vehicle in compliance with the Schedules.

(z) ***"Passenger Eligible"*** shall mean a Tel-A-Ride passenger that has a current eligibility determination in accordance with CARTA's Paratransit Policy and a valid identification card showing such determination or is using Tel-A-Ride to obtain his identification card.

(aa) ***"Revenue Vehicle"*** means any vehicle utilized to provide fixed route (or special) bus services for CARTA hereunder excluding Support Vehicles.

(bb) ***"Schedule"*** means the Fixed Route Schedule and the Tel-A-Ride Schedule.

(cc) ***"Service Area"*** presently consists of approximately one hundred thirty seven (137) square miles. Current Tel-A-Ride service operates in peninsular Charleston, West Ashley, Mt. Pleasant, James Island, North Charleston, Isle of Palms, Sullivan's Island, and a limited portion of Hanahan. Locations with the following zip codes are eligible for inclusion in the Tel-A-Ride Service Area.

29401	29403	29405	29406	29407	29412
29414	29418	29420	29423	29429	29445
29451	29455	29456	29464	29466	29482
29492					

The Service Area includes the three quarter (¾) mile corridor on either side of any fixed route, including any new fixed routes CARTA establishes in the future. Trips outside of the three quarter ¾ mile limit may be made at the client's request, on a limited basis.

We provide service outside the three quarter ¾ with a limited number of customers on a special exception by the client.

(dd) ***"Service Hour Cost"*** shall have the meaning assigned to such term in Section 2.05.

(ee) ***"Service Hours"*** means the Fixed Route Service Hours plus the Tel-A-Ride Service Hours.

(ff) ***"Support Vehicle"*** means any vehicle needed to support the operation and maintenance of the Fixed Route and Tel-A-Ride System provided in accordance with this Contract including, but not limited to cars, vans, tow trucks, lift equipment vans, and service trucks.

(gg) ***"Tel-A-Ride Schedule"*** means the listing of specific locations within the Service Area and corresponding times that a Revenue Vehicle is expected to pick up a passenger as adopted by Contractor according to reservations set by Tel-A-Ride System Eligible Passengers.

(hh) ***"Tel-A-Ride Service Hours"*** means the period of time that a Revenue Vehicle is engaged in Tel-A-Ride System or other service requested by CARTA, which begins upon said Revenue Vehicle's pullout from the Facility and ends upon said Revenue Vehicle's return to the Facility, excluding deadtime, lunchbreaks, and breaks between run splits

(ii) ***"Tel-A-Ride System"*** means CARTA's paratransit bus service as established from time to time by CARTA which shall operate with curb-to curb service in a ¾ mile corridor on either side of all Fixed Route System lines.

(jj) ***"Term"*** shall have the meaning assigned to such term in Section 2.04(c).

(kk) ***"Unsatisfactory Performance Fee"*** shall have the meaning assigned to such term in Section 2.34(a).

(ll) ***"Vault"*** shall have the meaning ascribed to such term in Section 2.13(b).

(mm) ***"Vehicle"*** means any Revenue Vehicle or Support Vehicle.

Article II. SCOPE OF WORK

Section 2.01 **General Scope of Work Provisions**.

(a) The Contractor shall manage and operate CARTA's Fixed Route and Paratransit Systems Staff, as well as maintain the Revenue Vehicles, the Support Vehicles, and the Facility. Except as otherwise noted, the Contractor shall provide everything necessary including the workforce to operate the Fixed Route and Paratransit systems in accordance with the terms of the RFP.

(b) Contractor shall be responsible for operating the Tel-A-Ride System in accordance with the ADA, US Department of Transportation regulations, 49 CFR Part 37 and 38, and amendments and guidance provided by the U.S. DOT, FTA and the South Carolina Departments of Transportation pertaining to the provision of paratransit services as well as CARTA's Paratransit Manual. Contractor shall ensure that all passengers of Tel-A-Ride are Passenger Eligible.

(c) The Contractor will enter into a lease agreement with CARTA for the Facility, which terms shall be mutually acceptable. If the parties cannot agree upon mutually acceptable terms for the Lease, this Agreement shall immediately terminate by either party giving written notice of such termination to the other party.

(d) CARTA shall have the right to monitor Contractor's operation of the Fixed Route System and Tel-A-Ride System including its maintenance of the Vehicles and the Facility.

(e) Both parties agree to re-examine projected maintenance expenses should CARTA replace any subset of the fleet during the term of this agreement.

(f) Operator will assist CARTA in researching additional funding to support the acquisition of new IT technologies and will provide software, as proposed, without additional cost to CARTA.

(g) Professional Industry Expertise. Contractor agrees to provide professional industry expertise to assist CARTA in securing grant monies for facilities, IT and fleet replacement.

Section 2.02 Contractor shall keep and maintain the books and records reflecting the operation of the transit system in conformity with the requirements of CARTA and at the direction of CARTA and shall render and certify to CARTA such full and complete monthly or other operating reports and financial statements as provided in this Agreement. Additional requirements outlined in section 2.37.

Section 2.03 **Contractor's Responsibilities**. Without limiting the obligations set forth in Section 2.01, Contractor shall:

(a) Provide safe, timely, professional, and reliable transit services over the Fixed Route and Paratransit system;

(b) Meet all operations, equipment, and maintenance requirements established herein;

(c) Provide transit service in accordance with the Schedules or as otherwise established by CARTA pursuant to this Contract;

(d) Exercise full control supervision over its Charleston operation employees, including their compensation and discharge. Contractor shall be responsible as to all matters relating to payment of such employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Contractor shall employ sufficient personnel to fulfill the obligations under the resulting Contract;

(e) Establish and maintain all employment policies related to the Contractor's personnel;

(f) Perform all functions and do all things necessary for the management of its employees, including but not limited to the authority to fix wages, hours and other terms and conditions of employment, to bargain with its employees or their representatives and enter into collective bargaining agreements, to establish and enforce rules and regulations and handling and resolving grievances of its employees, to hire, fire, promote, layoff, supervise and discipline its employees including discharge of employees, all of the above whether arising by collective bargaining agreement or otherwise;

(g) Provide CARTA with copies of all Agreements with their employees or their representative organization which effect operation or change to operations;

(h) Be responsible for personnel, training and development in accordance with high industry standards;

(i) Maintain written and verbal communications with CARTA to CARTA's satisfaction;

(j) Comply with and/or assist with CARTA's monitoring and auditing programs;

(k) Respond promptly and precisely to CARTA's requests for information according to the schedule of reporting set by CARTA;

(l) File operating, financial, and performance reports and invoices as directed by CARTA;

(m) Investigate accidents and unsafe practices and provide daily reports of those investigations to CARTA;

(n) Provide insurance coverage and bonding as required herein;

(o) Immediately report to CARTA management any accidents, including passenger accidents, any non-routine event, or any operational deviation;

(p) Maintain, preserve, and protect all vehicles, facilities, equipment, tools, and materials provided by CARTA;

(q) Develop and maintain an effective customer service training program;

(r) Develop and maintain driver training and testing program;

(s) Execute data collection services as requested by CARTA;

(t) Provide appropriate security measures for the Fixed Route, Paratransit and Facilities system in accordance with plans and programs approved by CARTA;

(u) Provide for full vehicle scheduling, runcutting, and blocking. Provide full dispatch function appropriate in scope to the service provided and approved by CARTA;

(v) Ensure that the radios provided by CARTA in Vehicles and the Facility for use in communicating with vehicle operators and the Facility are operational at all times are properly maintained in accordance with a program to be approved by CARTA; Communication upgrade from analog to digital will be the responsibility of CARTA;

(w) Refer all media inquiries relating to service provided under any to CARTA and cooperate in providing public information through CARTA;

(x) Promptly notify CARTA of any deficiencies or defects in the Facility or Vehicles furnished by CARTA in accordance with the Contract;

(y) Provide all tools needed for the maintenance of the Vehicle except those permanently affixed to the Facility and those provided by CARTA in the inventory under this Contract;

(z) Provide office equipment needed for operation of the Fixed Route and Paratransit System including, but not limited to, computers, including hardware, software, and peripherals, furniture, fax machines, and copiers, except for the equipment provided by CARTA under inventory under this Contract;

(aa) Acquire and maintain a parts inventory adequate to properly maintain the type and number of vehicles to meet service requirements;

(bb) Monitor the level of fuel supply and timely order fuel under CARTA's authorization for State Contract fuel purchases, to keep all Vehicles in full operation;

(cc) Comply with CARTA's approved storm water pollution prevention plan;

(dd) Provide security for the Vehicles and Facility as provided in the Lease;

(ee) Develop a fire and emergency evacuation plan for the Facility to be approved by CARTA;

(ff) Dispose of all hazardous materials including, but not limited to, waste oil, grease and automatic transmission fluid in accordance with applicable Local, State and Federal Laws and Regulations:

(gg) Notify CARTA of any issues or concerns in any System expansions, alterations, and/or reductions in service;

(hh) Participate in CARTA's planning process;

(ii) Notify CARTA of any issues or concerns in proposed capital purchases;

(jj) Cooperate with law enforcement agencies with respect to security activities on-board Vehicles and elsewhere;

(kk) Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices and other agents;

(ll) Allow services to be inspected or reviewed by an employee of CARTA or designated agent at any time and place selected by CARTA;

(mm) Study, evaluate, and introduce progressive operational methods and techniques. The Contractor shall periodically make recommendations as to routes, fares, and service standards, subject to the determination and approval by CARTA as provided by applicable law. This shall include the use in the Contractor's discretion of the physical plant, building, equipment, vehicles, and other property provided by CARTA and the authority of the Contractor to determine and set efficient and cost-effective procedures and method for such use;

(nn) Provide monthly reports to CARTA as to the status of the system, and make recommendations to CARTA as necessary to promote the safe, cost- effective, and efficient operation of the public transportation system, such as to the acquisition, replacement or refurbishing of fleet equipment, maintenance and improvement of CARTA facilities, and improvement of the transportation services provided to the public; and

(oo) I Be required to direct all customer service requests to the appointed CARTA staff. CARTA shall provide Customer Service.

Section 2.04 **Term of Agreement**.

(a) **Effective Date**. The effective date (the ***"Effective Date"***) of this Agreement shall be July 1, 2016 and the initial term will be in effect for three (3) years with up to seven (7) one (1) year renewal options. The CARTA Board may, in its sole discretion, elect to extend any renewal term beyond one (1) year, provided the duration of the entire Contract does not exceed a total of ten (10) years. CARTA shall give the Contractor written notice of the intention to renew the Contract term not less than ninety (90) days prior to the end of the initial term and any extension thereon. In lieu of renewal, CARTA, at its discretion, extend the Contract under all of the terms and conditions contained in this Contract for up to one hundred eighty (180) days. CARTA's Executive Director, or his designee, shall give the Contractor written notice of CARTA Board's intention to extend the Contract term not less than ninety (90) days prior to the end of the term.

(b) **Cancellation or Reductions**. Entering into this Contract is subject to receipt by CARTA of local, state and Federal funds adequate to carry out its provisions in full. CARTA may cancel or reduce the amount of service to be rendered hereunder if CARTA determines that such action is in CARTA's best interests or there will be a lack of funding available for the service. In such event, CARTA will notify Contractor that it is going to reduce or terminate service. Such notice shall be in writing sixty (60) days in advance of the date such cancellation or reduction is to be effective. In such event, at CARTA's discretion, CARTA and Contractor shall negotiate an adjustment in rate of compensation.

(c) **Contract Term**. The term of this Contract (the ***"Term"***) shall commence at 12:01 P.M. on the Effective Date and end at 12:00 P.M. on the third anniversary thereof.

(d) **Upon Completion of Term**. Upon the expiration of the Term or in the event of an earlier termination of this Contract as provided herein, Contractor shall fully cooperate in any procurement process conducted by CARTA and in any transition of the Fixed Route System and Tel-A-Ride System to a new contractor (including, but not limited to, providing access to the Vehicles and the Facility, coordinating the transfer of equipment, and taking other related actions).

Section 2.05 **Cost of Service**.

(a) **Service Hour Cost**. Service Hour Cost shall be the Fixed Route Service Hour Cost plus the Tel-A-Ride Service Hour Cost.

	Year One	Year Two	Year Three
Hour Fixed Route Service	$55.67	$57.45	$59.19
Hour Paratransit Service	$50.73	$53.56	$55.31
Flat fee per Tel-A-Ride Certification	$27.34	$28.16	$29.01

(b) **Unauthorized Service**. Contractor shall not be compensated for any service that is operated without written authorization from the Contracting Officer. Requests from the fire department and police department in emergency situations may be provided via verbal client approval, or if the client cannot be reached based on the decision of the Contractor.

(c) **Paratransit Certification**. CARTA shall pay Contractor for its Tel-A-Ride certification and recertification as described in the table above per certification or recertification ("Certification Cost") during the term of this Agreement.

(d) **Fixed Route and Tel-A-Ride Contract**. The Service Hour Cost and Certification Cost set forth in this section includes all labor, materials, tools, equipment, and other costs necessary to fully carry out the scope of work of this Contract, except: (1) property and equipment furnished by CARTA or bought by Contractor at CARTA's request pursuant to Section 2.07(d) hereunder and (2) costs of fuel borne by CARTA. Unless otherwise specifically provided in this Contract, the prices stated herein are fixed pursuant to this Section and shall not be adjusted as a result of increases in Contractor's costs of performance.

Section 2.06 **Invoices and Payment**.

(a) **Billing Process**.

(i) Contractor shall submit a monthly invoice by the fifteenth (15^{th}) of each month for the previous month's service. The invoice will be based upon the number of Service Hours operated and shall set forth an itemized list of Service Hours operated, broken down by route and number and type of vehicle, total hours

of services provided, missed runs, total amount of preventative maintenance and any additional information requested by CARTA. Such invoice shall also list all other amounts due Contractor hereunder with appropriate documentation.

(ii) CARTA has the right to make adjustments to the total invoice amount for application of differences in total revenue hours, Unsatisfactory Performance Fees, or such other adjustments deemed appropriate by CARTA. When such adjustments cause a difference in the invoice amount due to Contractor, CARTA will notify Contractor in writing of such changes. If Contractor objects to any such adjustments made by CARTA, Contractor may pursue a dispute resolution pursuant to Section 2.50.

(iii) If the monthly invoice amount after any adjustments made by CARTA is greater than the amount submitted by Contractor, CARTA shall make payment of such difference within thirty (30) days of receipt of such invoice. If the monthly invoice amount after adjustments made by CARTA is less than the amount submitted by Contractor, CARTA shall deduct such amount from Contractor's next invoice or at CARTA's option, separately bill Contractor, who shall immediately remit such payment to CARTA. Within thirty (30) days of receipt of Contractor's monthly invoice, CARTA shall pay Contractor's invoice less adjustments set forth above.

(b) **Audits and Reviews.**

CARTA reserves the right to request any information to support any changes submitted in the invoices. CARTA may at any time conduct an audit of any records kept by Contractor that are directly or indirectly related to the services provided under the contract. Any overpayment or underpayment in such an audit may be charged or credited (as the case may be) against Contractor's future payments. CARTA may withhold payment for services it believes were improper, failed to meet service specifications and were subject to an Unsatisfactory Performance Fee, or were otherwise questionable. Appropriate financial adjustments to future payments shall be made by CARTA based upon any inconsistency, irregularity, discrepancy, under billing, or unsubstantiated billing revealed as a result of the audit. If Contractor objects to any adjustments made by CARTA, Contractor may pursue a dispute resolution.

(c) **Submission of Invoices.**

Invoices for payment shall be sent electronically to Robin Mitchum (robinm@bcdcog.com) and Ron Mitchum (rmitchum@ridecarta.com) and include a reference to this Contract number. Invoices shall be accompanied by any required reports under this Contract. Please use the address below for items that cannot be sent electronically:

Charleston Area Regional Transportation Authority
Attention: Ronald Mitchum, Executive Director
36 John Street
Charleston, SC 29403

Section 2.07 **Prohibition On Pass-Through Payments**.

(a) **General Rule.** Except as expressly provided elsewhere in this Contract, all compensation to Contractor for services under this Contract shall be pursuant to the Cost Per Service Hour methodology set forth in the previous section.

(b) **Request for Property.** If Contractor desires to obtain any property or equipment needed for the operation of services which CARTA is obligated to provide under this Contract, Contractor shall submit a written request to CARTA identifying the property needed and explaining why it is necessary for the performance of services under this Contract. CARTA shall notify Contractor within thirty (30) days after receipt if the property will be obtained.

(c) **Provision by CARTA.** If CARTA is obligated hereunder to provide the property or equipment requested under subsection (b), CARTA shall obtain that property or equipment and make such property or equipment available to Contractor for the purposes of carrying out this Contract provided, however, CARTA shall be under no obligation to provide such materials if funding is not available.

(d) **Acquisition by Contractor.** In exigent circumstances when Contractor submits documentation that its direct acquisition of property or equipment is essential to the provision of services under this Contract and that CARTA is required hereunder to provide such equipment, the Contracting Officer may provide Contractor with prior written authorization to acquire or lease such property or equipment. In such an event, CARTA shall reimburse Contractor the actual cost thereof without a mark-up of any kind for such acquisition within thirty (30) days of receipt of an appropriate invoice. The title of any such property or equipment shall be transferred to CARTA and CARTA shall make such property or equipment available to Contractor for the purposes of carrying out this Contract.

(e) **Contractor Responsibility.** If Contractor purchases or otherwise acquires any property or equipment other than in accordance with the requirements and procedures set forth in this Section, then Contractor shall be solely responsible for any cost incurred and such property or equipment shall remain the property of Contractor. Nothing in this Section precludes Contractor from acquiring, at its own expense, additional property or equipment for use in carrying out this Contract.

Section 2.08 **Fuel.** Contractor shall be responsible for timely notifying CARTA's fuel vendor of the need for fuel delivery to keep the Fixed Route System and Tel-A-Ride System fully operational. Fuel shall be ordered in full tanker-load's to minimize the per unit fuel price under CARTA's current State contract for fuel. CARTA shall pay for the cost of all fuel used in the Fixed Route System and Tel-A-Ride System. The Contractor shall establish a fuel management system and include necessary policies and procedures to protect the integrity of the system.

Section 2.09 **Schedules.**

(a) **In General.** Contractor shall operate the Fixed Route System and Tel-A-Ride System in accordance with the Schedules. Tel-A-Ride business hours operate from 8:30 a.m. until 5:00 p.m. Monday through Friday. Service hours for Tel-A-Ride span between 5:30 a.m. until 1:00 a.m. (Monday – Sunday) depending on

location and correspondence to fixed route routes. CARTA and Contractor shall work together to ensure that Schedules provide accurate times and appropriate frequencies during peak periods.

(b) **Holiday Schedules**. CARTA reserves the right to require Contractor to operate modified schedules on holidays, as CARTA deems appropriate. Changes to such holiday schedules shall be in writing and delivered not less than two (2) weeks before the scheduled change. Any actual and verifiable costs incurred and documented by Contractor as a result of the failure to provide notice in accordance with this subsection shall be borne by CARTA.

(c) **Reservations and Customer Service**. Contractor shall be responsible for all passenger reservations, scheduling and dispatching of vehicles for the Tel-A-Ride System. Such reservations, scheduling, and dispatching shall be performed using appropriate software. CARTA shall supply Contractor with this software. Contractor shall supply efficient computer hardware to handle the software. CARTA shall retain ownership of the software and data at the end of the contract. Contractor shall use the software to develop comprehensive Schedules for the Tel-A-Ride System. Contractor shall utilize the software to maximize the efficiency and minimize cost of the Tel-A-Ride System. Additionally, the software should allow for "real time" scheduling and dispatching of vehicles.

Contractor shall dedicate a telephone line solely for the purpose of responding to and accepting reservations for service. Contractor shall also maintain a telecommunications device for the deaf (TDD) that will be supplied by CARTA. Contractor shall receive requests for service between the hours of 8:30 am and 5:00 pm Monday through Sunday. Contractor shall arrange a passenger pick up time within one (1) hour of the passenger's requested pick up time. All trip denials shall be documented and shall include the date, time and nature of the service request along with the reason the trip request was denied.

Contractor shall disseminate information regarding Tel-A-Ride System. Contractor shall maintain at a minimum a separate telephone line for the dissemination of information and this line shall have call holding capability. Also, Contractor shall install an answering device on the telephone line for the purpose of collecting telephone calls after normal operating hours.

Section 2.10 **Allowable Service Changes**.

(a) **In General**. The services provided under this Contract may be modified or adjusted at any time by CARTA in accordance with this Section. Modifications and adjustments may include, but are not limited to: adding or deleting bus stops; extending, deleting, or adding routes or parts of routes; reallocating, decreasing, or increasing Service Hours or the frequency of service; adding commuter express service or routes, or other types of new services needed to meet changing transit demand and market conditions; or modifying requirements relating to the maintenance of vehicles or the Facility. CARTA and Contractor shall jointly evaluate Schedules periodically to address changes in ridership and demand, and in surface street, traffic, and circulation conditions.

(b) **Process for Service Changes.**

(i) CARTA retains the sole and absolute authority to establish transit policy, routes and fares;

(ii) Service changes proposed by CARTA shall be submitted in writing to Contractor, identifying the proposed change in reasonable detail and specifying the proposed implementation date.

(iii) Contractor shall, within twenty (20) days after receipt of a proposed service change, provide CARTA a written estimate of the cost or savings of the proposed change; the anticipated impact of such change on existing operations, maintenance activities, schedules, routes, and existing capital equipment usage; and the necessity for any additional capital equipment to implement such change. Contractor may also propose service changes, and may suggest alternatives or modifications to those changes proposed by CARTA.

(iv) Upon direction by the Contracting Officer, Contractor shall proceed to implement the proposed service change (with any modifications accepted by CARTA) in accordance with the schedule or timetable established by CARTA. Only those changes directed or approved by CARTA shall be implemented by Contractor.

(c) **Effect Upon Unit Prices**. Any service change directed by CARTA under this Section that results in an increase or decrease of the Service Hours to be provided in excess of fifteen percent (15%) may, upon the request of either party, be the basis for the renegotiation of the hourly rate set forth in this Contract. Any increase in unit prices sought by Contractor or decrease in unit prices by CARTA shall be supported by Contractor's full documentation of fixed and variable costs, including a comparative analysis of individual existing and proposed budget line items by Contractor.

(d) **Temporary Modifications**. Notwithstanding the preceding provisions of this Section, CARTA may direct Contractor to make temporary modifications in the services provided or the Schedules in order to address short term operating problems or routine seasonal adjustments issues. The Cost Per Service Hour rate shall apply for all temporary modifications.

(e) **Special Services**. If CARTA determines that special services are needed to meet a particular transit need within the scope of this Contract, CARTA shall provide notice to Contractor of the special services to be provided and the date on which the provision of such services shall commence. The Cost Per Service Hour rate shall apply for all special service. Contractor shall implement such services in accordance with the schedule established by CARTA.

(f) **Disaster Relief Program**. Contractor is responsible for timely, efficiently and effectively implementing CARTA's obligation under the Charleston Area Emergency Preparedness Plan, as amended. If CARTA determines that services are needed to effectuate its own disaster relief program; i.e. transporting the Vehicles to another location or transportation services during and after a disaster period, CARTA shall provide reasonable notice to Contractor of the services to be provided and the date on which the provision of such services shall commence.

CARTA shall reimburse Contractor for its reasonable direct costs incurred in providing such services under this Section 2.10(f).

Section 2.11 **Fareboxes and Farebox Maintenance and National Database Report**.

(a) **In General.** Fareboxes and a fare vault will be provided by CARTA and maintained by Contractor.

(b) **Responsibilities.** Farebox and fare vault maintenance shall include all regularly recommended preventative maintenance consistent with FTA guidelines and manufacturer's instructions. It shall also include the repair of any fare vault jams, or any necessary repairs to the fareboxes, vault, or probes. If it becomes necessary to reset the data-collection dedicated computer, which is on-site at the Facility located in CARTA's secure money-counting room, the General Manager will inform CARTA staff of the issue to coordinate a resolution. The General Manager will be provided with a door code key and passwords necessary to reset the data system, if the situation dictates such a resolution. Contractor's vehicle operators will record and maintain all data necessary for the satisfactory operation of the farebox and data reporting system to the minimum standards as established by FTA and CARTA.

(c) **National Transit Database Report.** Contractor will also conduct passenger mile sampling every three years in accordance with FTA accepted methods for use in preparation of the National Transit Database report.

Section 2.12 **Fare Structure**.

(a) **In General.** CARTA shall determine the fare rate and fare structure for each route. CARTA may implement any fare adjustments.

(b) **Transfer Policies.** CARTA shall determine transfer policies and shall inform Contractor in writing of all such policies and changes thereto. CARTA may implement any transfer policy or procedure changes.

(c) **Methods of Payment.** The vehicle operator shall collect a fare from each passenger and shall issue transfers. Contractor shall accept all means of payment for fares approved from time to time by CARTA, including, but not limited to, cash, passes, tickets, transit punch cards, transfers, and electronic transit fare cards. Contractor shall ensure that passengers are required to show proper identification to qualify for discount fares. Vehicle Operators shall not accept methods of payment that have expired or are otherwise invalid.

Section 2.13 **Fare Collection**.

(a) Revenue derived from the operation of the transit system managed by Contractor, under this Contract, whether from passengers or from other sources, shall be and remain from the initial receipt thereof, the absolute property of CARTA and the treatment of such revenue, including the banking thereof, and the accounting therefore, shall be as directed by CARTA. The procedures for fare collection are set forth below.

(b) **In General**. All fares collected are the property of CARTA. All fares, tickets and transfers are to be emptied from the farebox by Contractor into the vault for Fareboxes at the Facility (the ***"Vault"***), recorded daily, and reported by CARTA in the monthly operation report. CARTA shall collect monies from the Vault. The amount of the collected fares and transfers shall correspond to the reported number of passenger trips recorded on the monthly report. If the amount of collected fares and transfers is less than the reported number of passengers, such difference shall be offset against from any amounts due Contractor under this Agreement. If Contractor objects to any such adjustments made by CARTA, Contractor may pursue a dispute resolution pursuant to Section 2.50.Contractor shall immediately report to CARTA all violations or breaches of security of the farebox or vault. Contractor shall forthwith make any and all repairs and replacements necessary to restore the highest security feasible to fareboxes and vaults and shall cooperate with CARTA as to the establishment and modifications of security facilities and security procedures. Contractor shall sell Tel-A-Ride trip tickets for both individual and bulk sales. Contractor shall receive such tickets from CARTA on a consignment basis. CARTA may audit the ticket sales on a monthly basis. The contractor will not provide money counting services. CARTA will handle these services.

(c) **On-Board Checks**. CARTA, at its discretion, shall periodically conduct on-board farebox checks. Contractor shall cooperate with CARTA in any such on-board checks.

(d) **Fare Recording**. Contractor's vehicle operators shall record each boarding by type of fare, including recording of nonfare boarding on days designated by CARTA. Contractor shall maintain all data necessary for the operation of the farebox and data reporting system to the satisfaction of CARTA.

Section 2.14 **Reserved.**

Section 2.15 **CARTA Property**.

(a) **Use of Property**. The Vehicles, Facility, equipment and tools utilized under this Contract and provided to Contractor by CARTA shall be used by Contractor only for the services contracted for by CARTA hereunder except as otherwise directed by CARTA in writing.

(b) **CARTA Responsibility**. On the Effective Date, CARTA shall provide to Contractor the vehicles listed in the inventory attached hereto as ***Exhibit B***. For the period of this Contract, CARTA will provide to Contractor the following property:

(i) An adequate number of Revenue Vehicles and Support Vehicles for operation of the Fixed Route System and Tel-A-Ride System, as determined by CARTA, pursuant to the joint estimate of CARTA and Contractor in the development of the Schedule. During the term of this Contract, Contractor shall lease these Revenue and Support Vehicles for the sum of One Dollar ($1.00) per year per vehicle;

(ii) The Facility as provided in the Lease

(iii) Replacements of property listed in paragraph (i) above, but only to the extent that (i) such replacement is necessary for the efficient operation of the System, and (ii) if such replacement is required because of property loss or damage, such loss or damage was not due to the negligent act or omission of Contractor.

(c) **Inspection**. Upon taking possession of any vehicles, materials or equipment furnished by CARTA, Contractor shall inspect such items and notify the Contracting Officer in writing within seventy two (72) hours if such vehicles, materials or equipment are not adequate for the required purposes or have defects. If Contractor subsequently discovers latent defects in any CARTA provided property which could not have been discovered by a reasonable inspection at the time of receipt, Contractor shall notify the Contracting Officer within seventy two (72) hours after discovering such latent defects. CARTA shall have the option to either repair or replace defective CARTA provided property or to direct Contractor to do so pursuant to the terms of this Agreement, if timely notice has been given by Contractor as described above.

(d) **Contractor Responsibility**. Contractor will be responsible for the following:

(i) The rental or purchase of any necessary office equipment not provided by CARTA hereunder and any maintenance expenses incurred in connection with office equipment;

(ii) Additional tools used for maintenance of vehicles not provided by CARTA;

(iii) An adequate inventory of parts to assure proper maintenance and operation of the Vehicles and the Facility; and

(iv) Tires in sufficient quantity for the Vehicles and of the same or better quality as initially provided on the Vehicles by CARTA.

(e) **Vehicle Registration and Licensure.** CARTA shall obtain and keep current South Carolina Department of Motor Vehicles registrations and permanent vehicle tags for all vehicles used to provide service in the Fixed Route System and Tel-A-Ride System. CARTA shall pay all fees involved in obtaining or maintaining proper registrations and if applicable, fees involved in the transfer of lease documents for leased vehicles.

(f) **Vehicle Storage.** Contractor shall ensure that the Vehicles used in the Fixed Route System and Tel-A-Ride System are secure from unauthorized entry and use at all times.

(g) **Vehicle Return**. Contractor shall be responsible for proper use, care and maintenance of all Vehicles and at the termination of this Agreement will return the CARTA leased vehicles to CARTA in substantially the same condition as on the date transferred to Contractor except for normal reasonable wear and tear. To this end, CARTA and Contractor will jointly inspect all vehicles before they are used as part of the Agreement and the condition of each will be agreed upon and written up on the Vehicle Inspection Form. Such completed Vehicle Inspection Forms will be incorporated as part of this Agreement.

(h) **Theft and Damage Reports**. Contractor will immediately notify CARTA of any missing, vandalized or stolen vehicles or equipment leased to Contractor by CARTA.

(i) **Vehicle Signage**. Contractor shall ensure that each Revenue Vehicle is properly signed. A Revenue Vehicle is properly signed when the overhead, side destination signs and block number sign are clearly visible, correct and meet all ADA regulation standards. Portable signs shall be large enough to be read by the passengers when placed in the front right side window. CARTA shall be responsible for furnishing all signage.

Section 2.16 **Initial (Non-Parts) Inventory.** On the Effective Date, CARTA shall provide Contractor with an initial inventory (***"Equipment Initial Inventory"***) and list of all equipment, tools, and other such property of the Fixed Route System and Tel-A-Ride System, excluding parts (***"CARTA's Existing Equipment"***). CARTA's Existing Equipment may be utilized by Contractor for the provision of the Fixed Route System and Tel-A-Ride System services by Contractor during the term of this Contract. Contractor shall be responsible for returning to CARTA at the termination of this Contract, CARTA's Existing Equipment in substantially the same condition as on the date transferred to the Contractor except for normal wear and tear.

Section 2.17 **Final Inventory**. CARTA shall conduct a full inventory prior to the termination of this Contract. If CARTA determines that any of CARTA's Existing Equipment or Vehicles, on the basis of a comparison to the Equipment Initial Inventory and Vehicle Inspection Forms to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of normal wear and tear, Contractor shall be responsible for either, at CARTA's discretion, replacing such property or equipment or compensating CARTA for its replacement value. CARTA may deduct any amounts due to CARTA for the replacement of property or equipment from the final monthly payment due to Contractor.

Section 2.18 **Sales of Surplus Property.** Contractor shall, if approved by CARTA, identify any CARTA leased Vehicle, property or equipment that it believes to be obsolete or no longer needed for Fixed Route System and Tel-A-Ride System operations. CARTA may sell or otherwise dispose of such property. The proceeds of any such sale shall be the property of CARTA.

Section 2.19 **Parts Inventory.** Upon Contract termination, Contractor and CARTA shall conduct an inventory of usable parts and determine by agreement the cost of such parts (the ***"Final Parts Inventory Cost"***). CARTA shall purchase such useable parts, provided however, CARTA shall not be required to purchase such parts inventory in excess of One Hundred Thousand Dollars ($100,000). If the useable Parts Inventory cost exceeds One Hundred Thousand Dollars ($100,000), CARTA shall have the right to determine the useable parts inventory it shall purchase All parts not purchased by CARTA shall be removed from the Facility upon termination of this Agreement.

Section 2.20 **Data Equipment**. Upon termination of the Contract, Contractor shall transfer all software and other such necessary equipment to CARTA in order for CARTA to be able to retrieve and use all data and records compiled by Contractor during the term of this Agreement.

Section 2.21 **Other Equipment**. Except as provided in Section 2.19 and Section 2.20, upon termination of the Contract, CARTA, at its option, may purchase any of Contractor's equipment and tools used in Contractor's operations under this Agreement at Contractor's depreciated book value.

Section 2.22 **Accident Reporting Procedures**. Contractor shall comply with all accident reporting and investigating procedures established by CARTA or required by Federal, state, or local laws and regulations. Contractor shall require all personnel to report all accidents or incidents, regardless of liability, severity or damage, to CARTA. This notification shall be in writing. Contractor shall cooperate with CARTA during any ensuing investigation. If an accident involves bodily injury to a passenger or major property damage to a vehicle, Contractor shall notify CARTA, regardless of time of day. CARTA shall be notified within one (1) hour of an accident or incident if such accident or incident involves:

(i) Collisions between a vehicle and another vehicle, person or object;

(ii) Passenger accidents, including falls, that occur to vehicle passengers while boarding, occupying or alighting from the vehicle;

(iii) Assault(s);

(iv) Disturbances, ejections, fainting, sickness;

(v) Vandalism to the vehicle;

(vi) Passenger, driver and service complaints that arise from an accident; or

(vii) Death of any person or injury which requires medical care or treatment by a health care professional away from the scene of the accident or incident.

All other types of accidents or incidents shall be reported to CARTA as soon as possible.

Section 2.23 **Advertisements**. Contractor shall post no advertisements on Revenue Vehicles. CARTA reserves the exclusive rights to all internal and external forms of advertising signage and postings on the Revenue Vehicles. Contractor shall make Revenue Vehicles available for the installation of advertising by CARTA or its advertising contractor at times which do not interfere with scheduled service and maintenance activities and at no cost to Contractor.

Section 2.24 **Contractor's Requirements: Personnel**.

(a) **In General.** Contractor shall be responsible for providing qualified personnel capable of performing all of Contractor's responsibilities and obligations under this Contract. The total number of personnel necessary for operations and services shall be determined by Contractor.

(b) **Management Personnel**. In order to manage and perform the services required by this Contract, Contractor shall provide the management personnel described in Contractor's Proposal who will furnish the services set forth therein.

(c) **General Manager**. The individual selected for the General Manager role shall be dedicated to the CARTA operation and shall not serve in a Regional Management role for the Contractor. The General Manager shall provide prior notice to CARTA of all scheduled travel and absences. The General Manager shall have at least three (3) years experience in similar operations. CARTA must be notified in writing at least ninety (90) days prior to any contemplated change in the General Manager. The General Manager shall remain with the Fixed Route System and Tel-A-Ride System for a minimum of one (1) year unless otherwise agreed by CARTA. The General Manager is required to reside in the locality, devote his/her entire time and effort to the services provided under this Agreement and shall serve as primary on-site liaison with CARTA.

(i) The General Manager shall be responsible for the safe and reliable provision of all services Contractor provides to CARTA hereunder. The General Manager shall directly supervise the daily activities of all Contractor personnel employed to operate and support the Fixed Route System and Tel-A-Ride System and monitor all Fixed Route System and Tel-A-Ride System operational activities. The General Manager will be the primary Contractor liaison with CARTA.

(ii) The General Manager shall be responsible for having a thorough working knowledge of the requirements of laws, regulations and statutes, including amendments and guidance provided by U.S. Department of Transportation, FTA and South Carolina Department of Transportation pertaining to the provisions of Fixed Route Services.

(iii) The General Manager shall implement transit policy established by CARTA and shall work cooperatively with CARTA in matters of assuring service quality, providing operational data, planning future service, responding to comments/complaints from passengers and the general public and responding to specific requests for other assistance from CARTA.

(iv) As directed by CARTA from time to time, the General Manager shall attend all meetings and hearings pertaining to the Fixed Route System and Tel-A-Ride System. This includes, but is not limited to, CARTA board meetings and any and all citizen advisory group meetings. Should the General Manager be unable to attend such meetings the General Manager shall appoint a staff member, as approved by CARTA, with the authority to make binding decisions to appear as agent of Contractor in his or her place.

(v) If the General Manager is unable to perform his or her duties, the General Manager shall appoint a staff member to serve in his or her place. Contractor shall notify CARTA whenever such substitution shall occur prior to the event. If the General Manager shall be unable to perform duties for more than two weeks, Contractor shall be required to provide a qualified General Manager as a substitute, subject to CARTA approval.

(vi) The General Manager shall provide CARTA with emergency phone numbers for all key management personnel.

(d) **Staffing.**

(i) CARTA is subject to drug and alcohol testing regulations and guidance issued by the United States Department of Transportation and the Federal Transit Administration. Contractor shall comply with all applicable requirements thereof.

(ii) Contractor retains the right to exercise full control and supervision over its employees, their compensation, other terms and conditions of employment and discharge, and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters.

(iii) Contractor shall provide all management, supervisors, dispatchers, vehicle maintenance supervisors, safety and training personnel, and other personnel necessary to responsibly operate the Fixed Route System and Tel-A-Ride System. The contractor will not be responsible to regular supervision of the Super Stop.

(e) **Meetings**. Meetings involving Contracting Officer and the General Manager shall be held on a quarterly basis. Meetings with other key CARTA and Contractor staff will be held on a regular basis, as well as on an as needed basis. CARTA may include key Contractor staff in appropriate meetings related to service, planning, maintenance and operations, in circumstances in which CARTA is contemplating the purchase of new equipment or systems or is making significant planning decisions. A representative of Contractor shall be present at the regular public meetings of CARTA.

Section 2.25 **Section 13(C) Obligations.**

(i) Contractor has the sole and exclusive authority to and agrees to perform all functions and all things necessary for the management of its employees, including but not limited to the authority to fix wages, hours, and other terms and conditions of employment, to bargain with its employees or their representatives and enter into collective bargaining agreements, to establish and enforce rules and regulations concerning the work and conduct of its employees, to establish procedures for and handling and resolving grievances of its employees, to hire, fire, promote, layoff, supervise and discipline its employees including discharge of employees, all of the above whether arising by collective bargaining agreement or otherwise. Contractor further retains the right to exercise full control and supervision over its employees, their compensation, other terms and conditions of employment and discharge, and agrees to be solely responsible for all matters relating to payment of its employees. These obligations expressly include, but are not limited to, any and all actions necessary or appropriate for CARTA to be at all times in compliance with the applicable requirements of Section 5333(b) of the Federal Transit Act, as amended, 49 USCA section 5333(b), also known as Section 13(c) of the Federal Transit Act. Contractor shall at all times comply with and shall timely take all steps and do all things necessary and appropriate to assure compliance with the terms and conditions of labor protective arrangements and certifications issued by the United States Department of Labor pursuant to Section 13(c) with regard to grants of financial assistance provided to

Charleston by the United States Department of Transportation Federal Transit Administration.

Section 2.26 **Personnel Performance Standards and Requirements.**

(a) **Personnel Standards.** Contractor shall require that all project personnel maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passenger questions (including questions about schedules) and performing other tasks as directed.

(b) **Complaints.** Personnel shall direct and report all passenger complaints and any operational problems to CARTA within five (5) hours.

(c) **Uniforms.** Contractor shall cause all vehicle operators, dispatchers and personnel available to the public to be attired in such uniforms or clothing as specified by Contractor and approved by CARTA. Such clothing shall display the System logo or name and shall have a clean and neat appearance at all times. The cost of such uniforms shall be borne by Contractor. All Contractor employees shall be provided with a photo ID that should be worn when in uniform.

(d) **Labor Laws.** Contractor shall comply with applicable local, State, and Federal laws and regulations.

(e) **Training.**

(i) Contractor shall require that all new employees of Contractor complete a training program. Such training programs shall include a customer service component. Contractor shall inform CARTA of the number of hours of training and types of training to be provided employees in each position.

(ii) Contractor shall implement its training plan and program in a way that will assure that vehicle operator training is not conducted during peak service hour periods at the expense of providing on-time revenue service.

(iii) Contractor shall develop, implement, and maintain a formal training and retraining program for all vehicle operators and other operations personnel. Such program shall contain behind the wheel instruction on transit vehicle operation, including, but not limited to, the following: Bus maneuvers, fare and transfer structure, pre-trip inspection, map reading, schedule reading, radio procedures, vehicle familiarization, accident and incident procedure and reports, state motor laws, safety, passenger relations, route/system familiarization, elderly and disabled individuals procedures, wheelchair lifts/accessibility devices, diversity training and ADA sensitivity training. Contractor shall ensure that each vehicle operator is fully knowledgeable of his or her duties and responsibilities and can operate a transit vehicle in a safe manner.

(f) **Safety Program.** Contractor shall develop an ongoing Safety Program. This program shall ensure a safe operating environment and address unsatisfactory operator performance and refresher courses for vehicle operators who have not driven for more than thirty days. Details of the safety program shall be provided

to CARTA on an annual basis. All vehicle operators and maintenance employees must complete this program annually.

Section 2.27 **Vehicle Operators.** Contractor shall employ vehicle operators in accordance with the following provisions:

(a) Each vehicle operator shall have a valid South Carolina Commercial Driver's License, with a passenger bus endorsement, as well as any other licenses required by applicable local, State, and Federal laws and regulations. Periodic testing related to drug and alcohol use shall be conducted by Contractor in accordance with applicable Federal laws and regulations. A summary report of drug testing results (exclusive of individual test results) shall be provided to CARTA. Any vehicle operator who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use shall not be permitted to operate any vehicle used to provide service under this Contract;

(b) Each vehicle operator shall be neat and clean in appearance. Vehicle operators shall wear a regulation uniform and photo ID at all times while in revenue service.

(c) Prior to employing any person as a vehicle operator, Contractor shall obtain from each such person detailed information concerning such person's employment experience, driving record, professional driving experience, motor vehicle violations and accidents, criminal history, personal and character references, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus service provider or otherwise. Contractor shall investigate and verify the accuracy of the information obtained from all job applicants.

(d) Contractor shall conduct annual checks of the DMV records of all of its employees whose job requires them to operate service vehicles. DMV records shall be checked for accidents, vehicle code violations, license suspensions, or any other pertinent information which would cause question to an employee's fitness to operate a vehicle in accordance with all applicable federal, state and local laws.

(e) Vehicle operators shall be fully trained in defensive driving and vehicle handling in accordance with a defensive driving program in accordance with high industry standards.

(f) Adequate numbers of fully-qualified vehicle operators shall be available during all operating hours to ensure consistent and reliable service in accordance with high industry standards.

(g) Vehicle operators shall be trained in, and be cognizant of all operational procedures relating to the System, including but not limited to a thorough knowledge of the service area and street network.

(h) Vehicle operators shall hand out notices to passengers or otherwise render assistance in determining customer satisfaction with CARTA's public transportation services.

(i) Vehicle operators shall immediately report to Contractor any traffic accidents, passenger accidents or other non-routine event.

Section 2.28 **Dispatchers**. Contractor shall provide complete dispatching services. Dispatching personnel shall be on duty and in radio communication with vehicle operators at all times during hours of operation and shall be trained in professional techniques, radio protocol and cooperative methods for communicating with vehicle operators and passengers. Contractor shall follow FCC guidelines. Contractor shall maintain logs of all dispatching and radio communications. CARTA reserves the right to examine such logs at any time. Dispatch personnel shall demonstrate to Contractor through examination an ability to speak, read, and write standard English.

Section 2.29 **Road Supervisors**. Contractor shall have street supervisors on the street covering all routes during service hours. Street supervisors shall promptly respond to an incident/accident and shall maintain a professional appearance.

Section 2.30 **Vehicle Mechanics**.

(a) **In General**. Contractor shall employ personnel in sufficient numbers and with an adequate mix of skills to maintain the vehicles on site. Mechanics shall possess the ability to repair and service the vehicles and equipment.

(b) **Matching of Personnel to Tasks**. Contractor shall ensure that the skills, capability and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed for the Fixed Route System and Tel-A-Ride System.

Section 2.31 **Vehicle Maintenance**.

(a) **Maintenance Program**. Contractor shall perform all routine maintenance of vehicles used in the Fixed Route System and Tel-A-Ride System. Such maintenance shall be in accordance with CARTA's Vehicle Maintenance Program, attached hereto as ***Exhibit C***. CARTA shall bear the expense of all major engine, transmission and differential costs as outlined in CARTA's Vehicle Maintenance Program. Contractor will ensure that all necessary repairs to vehicles are made within a reasonable time to return vehicles to service as soon as practical following breakdowns. Maintenance activities shall be carried out at times which do not interfere with scheduling of Revenue Vehicles to meet peak period service demands.

(b) **Compliance with Vehicle Manufacturer's Warranty Requirements**. Contractor shall ensure that all maintenance and repair of vehicles leased from CARTA meets the manufacturer's requirements and that any parts and materials used meet the manufacturer's warranty requirements. Contractor shall make any and all warranty claims for vehicles leased from CARTA. Warranty claims shall be made directly to the vehicle manufacturer's representatives. CARTA shall receive a credit on its monthly invoice for any monies recovered from a manufacturer for a warranty claim for all property owned by CARTA. Contractor shall receive all monies recovered from a manufacturer for a warranty claim for all property Contractor owns and for any monies received as compensation or

reimbursement from manufacturer for warranty work performed at manufacturer's request.

(c) **Maintenance Records**. Contractor shall provide complete, accurate and current maintenance records on leased vehicles. Recordkeeping shall be consistent with accepted fleet maintenance practices as specified by CARTA and include fuel usage. Maintenance records will be provided to CARTA monthly and be listed by the vehicle identification number.

(d) **Inspections by CARTA**. CARTA reserves the right to randomly inspect vehicles used in the Fixed Route System and Tel-A-Ride System, to review maintenance records of such vehicles, to confirm that required maintenance service is performed and to confirm that such vehicles are clean and free of trash. Any vehicle found to be unsafe or unclean will be removed from operation until the condition is corrected. If CARTA identifies a mechanical problem, the vehicle will be repaired by Contractor at the Contractor's expense.

Section 2.32 **Facility Maintenance and Operations.**

(a) Contractor shall maintain the Facility in accordance with the Lease provisions.

Section 2.33 **Operating Performance Standards**

(a) **Operation of Vehicles**. Contractor shall operate the Vehicles in accordance with all applicable local, State, and Federal laws and regulations with regard to safety, comfort and convenience of passengers and the general public. Contractor shall ensure that the direction, loading, and departure of vehicles are coordinated to ensure adherence to the Schedules.

(b) In order to enhance the productivity and performance of the CARTA transportation system, Contractor shall study, evaluate and introduce progressive operational methods and techniques. Contractor shall periodically make recommendations as to routes, fares, and service standards, subject to determination and approval by CARTA as provided by applicable law. This shall include the use in Contractor's discretion of the physical plant, building, equipment, vehicles and other property of CARTA and the authority of the Contractor to determine and set efficient and cost-effective and procedures and methods for such use including enhancing the productivity of Contractor's employees.

Section 2.34 **Unsatisfactory Performance Fees**.

(a) The following unsatisfactory performance fees (the ***"Unsatisfactory Performance Fees"***) will apply in the event that the required element of service is not provided as set forth in this Agreement. CARTA shall calculate the Unsatisfactory Performance Fees monthly.

MAINTENANCE

Monthly Maintenance Manager's Report	FEE $200 if not submitted
Preventative Maintenance Inspection Reports	FEE $200 if not submitted
Monthly Fleet Summary Report	FEE $50 if not submitted
Out of Service Designation as defined in the Maintenance Program attached as Exhibit C	FEE Service hour cost for every revenue service hour that the vehicle was operated with this designation
Late PMI – 500 miles after scheduled cycle	FEE $200 per occurrence
Early PMI – more than 500 miles before schedule	FEE $200 per occurrence
Missed PMI – 1000 miles after scheduled cycle	FEE $400 per occurrence
Miles subject to alteration based on manufacturer of industry standards at CARTA's discretion	
Cleanliness Audit: Classifications include: Superior, Proficient, Meets Standards, Needs Improvement, and Unsatisfactory as determined by CARTA	FEE $200 (Needs Improvement) FEE $400 (Unsatisfactory) FEES are assessed PER VEHICLE
Vehicle Body Condition Report: Classifications include: Superior, Proficient, Meets Standards, Needs Improvement, and Unsatisfactory as determined by CARTA	FEE $200 (Needs Improvement) FEE $400 (Unsatisfactory) FEES are assessed PER VEHICLE

TRANSPORTATION AND OPERATIONS

Missed Trips (Unless due to a documented weather related incident or serious event beyond the Contractor's control subject to CARTA's approval	FEE $200 per occurrence
Monthly average Validated Customer Complaints per 100,000 passengers allowed is Nine (9) if this is exceeded to Ten	FEE: $125
If this is exceeded to Eleven or more	FEE: $250 per complaint over TEN (10)
Preventable Vehicle Accidents: 30 per One Million Miles – exceeding 30	FEE: $200 per occurrence
Passenger Preventable Accidents: 10 per One Million Passengers – exceeding 10	FEE $200 per occurrence

RIDERSHIP/ OTHER REPORTS

LATE REPORTS: FEE $25 per day per report.

(b) Notice and Assessment. After the conclusion of each month or quarter, as appropriate, CARTA shall calculate and notify Contractor in writing of any unsatisfactory performance fees to be imposed for that month, except in the case of Missed Trips, which notification to Contractor will be made in writing within forty eight (48) hours of such Missed Trip. If Contractor disagrees with the fees imposed it shall respond to CARTA in writing within ten (10) days of receipt of the notice and explain any contingencies or reasons for the violations, except in the case of Missed Trips, in which case Contractor shall respond to CARTA within forty eight (48) hours. Unless rescinded based on information from Contractor, all amounts of unsatisfactory performance fees imposed shall be deducted by CARTA from the monthly payment of services otherwise due to

Contractor. If Contractor objects to any such fees imposed by CARTA, Contractor may pursue a dispute resolution pursuant to 2.50.

Section 2.35 **Audit and Inspection of Records.** Contractor shall maintain, CARTA, FTA, and the US. General Accounting Office and their representatives will have the right to audit and examine, all work, materials, payrolls, books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Agreement. The materials described above as well as any relevant database and computer files containing such information will be made available at Contractor's office in Charleston at all reasonable times for inspection, audit, and reproduction during the term of the Agreement and for a period of five years thereafter at Contractor's office.

Section 2.36 **Reports**.

(a) **In General**. Contractor shall keep written financial and performance records for the Fixed Route System and Tel-A-Ride System. Contractor shall submit monthly financial reports in a format sufficient to comply with National Transit Database Reporting by the tenth of the following month to CARTA using a standardized financial reporting format. Financial and performance records must be available for inspection by CARTA at all times. Failure to comply will result in an unsatisfactory performance fee as outlined in this Contract. If directed by CARTA, Contractor must supply an independent audit of the financial and performance data reported. CARTA shall select the auditor to perform such audit and bear the expense of such audit. Failure to comply may result in termination of the Contract.

CARTA reserves the right to require Contractor to submit all reports electronically using industry standard computer file formats. Contractor will be expected to collect data as required and to provide period statements, showing, for example, a comparison of the transit system's past performance and of various management goals and objectives. Some of the reports which will be required are the following: Revenue Reports, Passenger Reports (by type), Wheelchair Use, Customer Relations, On-Time Performance, Safety Report, DBE Report, Mileage, Vehicle Usage and Farebox Data/National Transit Database Reporting. Contractor shall provide all other reports requested by CARTA. The majority of the reports will be required on a monthly or quarterly basis. Contractor shall be responsible for installing proper mechanisms for ensuring all data have been screened for errors and are accurate. CARTA reserves the right to perform additional accuracy checks to determine the reasonableness of the data. Prior to the start of service, Contractor may be required to demonstrate to CARTA its ability to collect and substantiate the data.

(b) **National Transit Database Reporting**. CARTA receives federal subsidies according to the FTA formula calculated upon data generated from CARTA and its contractor's annual National Transit Database data on a calendar year basis. Contractor shall be required to meet all National Transit Database reporting requirements of the Federal Transit Administration. Accordingly, Contractor shall comply with any and all FTA specifications for compliance with the National Transit Database regulations. A complete set of required forms, instructions, and

sampling methodologies will be provided to Contractor. Contractor shall conduct all relevant data collection. Contractor shall be responsible for auditing of their National Transit Database reports before they are submitted to CARTA on a quarterly basis.

(c) **Data Collection**. Contractor will be provided access to CARTA's fare collection computer. Contractor shall follow data collection and reporting procedures that document daily operations and provide a basis for monitoring and evaluating the productivity of the service provided. Contractor shall utilize the electronic fare collections equipment and computer support equipment provided by CARTA. Contractor shall have all of the necessary computer hardware and software to maintain databases of all relevant maintenance, operations and passenger information. Contractor shall provide CARTA with modem or network access to Contractor's Fixed Route System and Tel-A-Ride System related computer systems for the purposes of monitoring and data exchange and hereby waives all claims of privacy or ownership in and to said data and said systems excluding Contractor's internal financial information unless otherwise provided herein or by federal, state or local law. CARTA reserves the right to monitor such computer systems at any time. Contractor shall install proper mechanisms for ensuring all data have been screened for errors and are accurate. CARTA shall have the right to perform additional accuracy checks to determine the reasonableness of the data.

(d) **Email**. Contractor shall have email available and operational to send and receive information from CARTA twenty-four (24) hours a day. This unit will be used for all daily detours, weather reports, special notices, and other types of special information.

Section 2.37 **Ownership of Documents**. Contractor agrees that any and all information in oral or written form related to the services provided under this Contract, whether obtained from CARTA, its agents or assigns or other sources, or generated by Contractor pursuant to this Contract shall not be used for any purpose other than fulfilling the requirements of this Contract. Any documents, reports, or data generated by Contractor in connection with the performance of this Contract shall become the sole property of CARTA, subject to any rights asserted by the FTA. Contractor shall not release any documents, reports or data relating to service pursuant to this Agreement without prior written permission from CARTA, unless required to do so by appropriate government officials or law enforcement agencies or otherwise required by law.

Section 2.38 **Performance**.

(a) **In General**. Contractor shall, at all times during the term of this Contract. perform all work diligently, carefully and in a professional manner, and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefor, except as otherwise provided in this Contract. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all work in Contractors own name and as an independent contractor, and not in the name of, or as an agent for, CARTA.

(b) **Performance Bond Requirement**. Upon execution of this Agreement, Contractor shall provide a performance bond in the amount of twenty five percent (25%) of the annual contract value to CARTA to guarantee full and proper performance of all duties under this Contract. The performance bond shall be satisfactory to CARTA.

Section 2.39 **Continuity of Services**.

(a) **In General.** Contractor recognizes that the services under this Contract are vital to CARTA and must be continued without interruption and that, upon Contract expiration or termination, another entity, either CARTA or another provider, may continue those services. Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperate to effect an orderly and efficient transition to the subsequent provider.

(b) **Transition Requirements**. Contractor shall, upon the Contracting Officer's written notice (1) furnish phase-in, phase-out services for up to 45 days after this Contract expires or terminates, and (2) negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in, phase-out service required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to Contracting Officer's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

(c) **Compensation**. Contractor shall be reimbursed for all reasonable phase-in, phase-out costs incurred after this Contract's expiration or termination as mutually agreed upon by Contractor and CARTA that are incurred and not compensated by CARTA in the Service Hour method of compensation within the agreed period after this Contract's expiration or termination that directly results from phase-in, phase-out operations.

Section 2.40 **Subcontracting Of Contract Work and Transfer of Interests**.

(a) **In General**. This Contract or any portion thereof shall not be subcontracted except with the prior written approval of CARTA. In any case in which Contractor desires to subcontract, it shall provide CARTA with all proposed subcontracting agreements and documents (including scope of work and terms of compensation). If permitted to subcontract, Contractor shall be fully responsible for all work performed by the subcontractors. Any approval of a subcontract shall not be construed as making CARTA a party of such subcontract, giving the subcontractor privy of contract with CARTA or subjecting CARTA to liability of any kind to any subcontractor. Further, the entering into of a subcontract shall not, under any circumstances, relieve Contractor of its liability and obligations under this Contract and all transactions with CARTA must be through Contractor.

(b) **Effect of Subcontracting**. Contractor may not, by subcontract, modify its obligation to perform in full accordance with its Proposal, or otherwise modify the basis upon which Contractor was selected and this Contract award made.

Section 2.41 **CARTA Inspector**. The presence of a CARTA inspector will not lessen the obligation of Contractor for performance in accordance with this Agreement or be deemed a defense on the part of Contractor for infraction thereof. CARTA is under no obligation to make such inspections. The inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of this Agreement. Any omissions or failure on the part of the inspector to disapprove or reject any work or material will not be construed to be an acceptance of any such defective work or material.

Section 2.42 **Licenses and Permits.** Contractor will be appropriately licensed and authorized to perform the services required in this Agreement including, but not limited to, all necessary South Carolina motor vehicle licenses and certification. The cost of any required licenses or permits will be the responsibility of Contractor. CARTA shall pay all license plate and registration fees for the Vehicles Contractor leases from CARTA hereunder and all federal, state and local property taxes imposed on Contractor by reason of Contractor's leasing from CARTA of any vehicle, equipment, inventory or facility.

Section 2.43 **Contract Assignment**. CARTA reserves the right to assign this Agreement. Such assignee will have full authority to enforce and manage this Agreement unless otherwise specified by CARTA. Contractor will not assign, transfer or subject the agreement or its rights, title or interests or obligations therein without CARTA's or its successor(s), prior written approval. Violation of the terms of this Section will constitute a breach of this Agreement and CARTA may, at its discretion, cancel this Agreement.

Section 2.44 **Contract Termination**.

(a) **Termination for Default.** CARTA may, by written notice of default to Contractor, terminate the whole or any part of this Agreement if Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms; and it does not cause such failure to be corrected within a period of five (5) days for a default that materially disrupts the transit service to the public provided herein or thirty (30) days for all other defaults (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure. If this Agreement is terminated in whole or in part for default, CARTA may provide, upon such terms and in such manner as the Contracting Officer deems appropriate services similar to those so terminated. Contractor shall be liable to CARTA for any excess costs for such similar services and shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph. If after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CARTA. The rights and remedies of CARTA provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(b) **Termination for Convenience.** The performance of work under this Agreement may be terminated by CARTA in accordance with this clause in whole, or from time-to-time, in part whenever the Contracting Officer shall determine that such termination shall be effected and by delivery to Contractor of a notice of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. Such notice shall be in writing sixty (60) days in advance of the date such cancellation or reduction is to be effective. After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, Contractor shall: stop work under this Agreement on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under that contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to CARTA in the manner, at the time, and to the extent directed by the Contracting Officer all of the right, title, and interest of Contractor under order and subcontracts so terminated, in which case CARTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; complete the performance of such part of the work as shall have not been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Agreement which is in the possession of Contractor and in which CARTA has or may acquire an interest. If within the first ninety (90) days of this Contract, CARTA terminates this Contract pursuant to this Section 2.44(b) for the sole reason of hiring another contractor, CARTA shall reimburse Contractor Contractor's reasonable start-up costs. In such event, Contractor shall provide to CARTA a detailed accounting of such costs.

Section 2.45 **Employee of CARTA**. Contractor represents and warrants that no employee or official of CARTA is or will be pecuniary interested or benefited directly or indirectly in this Contract.

Section 2.47 **Indemnity.**

(a) Except as specified herein, Contractor shall protect defend, indemnify and hold CARTA, its Board, officials, employees, agents and volunteers (each an ***"Indemnified Party"***) free and harmless from and against any and all losses, liabilities, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, suits, liens, demands, obligations, proceedings, or causes of action of every kind and character arising from Contractor's acts, errors, and omissions in the performance of this Agreement and/or the operation of the transit system, including, but not limited to attorneys' fees incurred by any or all of the Indemnified Parties by reason of any and all suits, actions, demands, proceedings or claims made, asserted or imposed against any and all Indemnified Parties arising out of each and every actual or alleged:

i. accident, injury , death, loss, or damage, to any person or property, or other economic loss or claimed liability, however caused, resulting from, connected

with or arising out of any act or omission of Contractor, its officers, directors, employees, agents, attorneys, assigns, contractors or subcontractors;

ii. violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to Contractor in its operation of the transit system contemplated herein including, but not limited to, all state and federal environmental, motor vehicle, civil rights, Title VI, DBE, ADA and labor laws and regulations and other laws and regulations undertaken by Contractor in this Agreement; and

iii. infringement of any patent, trademark, or intellectual property right or violation of any state or federal patent, trademark, or intellectual property law.

(b) Except as specified herein, Contractor will, and if so requested by an Indemnified Party shall, undertake to defend, at its sole cost and expenses, any and all suits, actions and proceedings brought against any or all of the Indemnified Parties in connection with any of the matters identified against it in this section. The Indemnified Party shall give Contractor timely notice of and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of such Indemnified Party to give such notice shall not affect such right to indemnification unless such failure materially prejudices Contractor's ability to defend against such claim or proceeding. The Indemnified Parties agree to reasonably cooperate with Contractor in connection with the defense of any such claim.

(c) The indemnification and defense obligations established in this Section 2.47 do not extend to or include losses, liabilities, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character (including attorney's fees and costs) included within the coverage of any auto liability insurance required by Section 2.48(b) to be provided by CARTA. Nothing herein relieves Contractor of the duty to indemnify and defend for any auto liability losses, liabilities, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities beyond the coverage amount of CARTA's policy, including indemnification and defense obligations under Contractor's general liability and/or umbrella liability policies referenced in Section 2.48(a).

Section 2.48 **Insurance.**

(a) Contractor shall, at its expense, procure and keep in force during the entire term of the Agreement, public liability and property damage liability insurance from a company authorized to write insurance in South Carolina and in good standing with the Insurance Commissioner protecting CARTA, its Board, officials, employees, agents and volunteers as well as Contractor and its employees. Contractor shall maintain limits of no less than:

Worker's Compensation	Statutory Amount
Comprehensive General Liability	$5,000,000 Combined Single Limit
Umbrella Liability	$10,000,000 Combined

Single Limit

(b)CARTA shall, at its expense, procure and keep in force during the entire term of the Agreement, comprehensive auto liability insurance from a company authorized to write insurance in South Carolina and in good standing with the Insurance Commissioner protecting CARTA, its Board, officials, employees, agents and volunteers as well as Contractor and its employees. CARTA shall maintain limits of no less than:

Comprehensive Auto Liability	$1,000,000 Combined Single Limit

(c) **Other Insurance Provisions.**

1. Contractor's insurance policies shall contain or be endorsed to contain the following provisions:

   i. CARTA, its Board, officials, agents, employees, volunteers are covered as additional insureds as respect to: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protections afforded to CARTA, its Board, officials, agents, employees, and volunteers;

   ii. Except as to Auto Liability insurance, Contractor's insurance coverages shall be primary insurance with respect to CARTA, it's Board, officials, agents, employees and volunteers. Except as to Auto Liability insurance, any insurance or self–insurance maintained by CARTA, its Board, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it;

   iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provide to CARTA, its Board, officers, officials, employees or volunteers; and

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

(d) **Worker's Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against CARTA, its Board, officers, officials, employees or volunteers for losses arising from work performed by Contractor for CARTA.

(e) **All Coverage.** Each insurance policy required of either party by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, and return receipt requested that has been given to the other party .

(f) **Acceptability of Insurers.** Insurance shall be placed with insurers with a Best's rating of not less than A+ or equivalent.

(g) **Verification of Coverage.** Each party shall furnish the other party with certificates of insurance with original endorsements affecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The policies, certificates and endorsements are to be in a form acceptable to CARTA and are to be received and approved by CARTA. Contractor shall commence no activity with regard to performance of the Agreement until the required insurance has been obtained by both parties. CARTA reserves the right to require, at any time, complete certified copies of all required insurance policies.

(h) **Subcontractors.** Contractor shall require all subcontractors performing work under this Contract to carry insurance of the types and with limits of liability as required herein.

(i) **Rights Reserved.** CARTA, solely at its option, may purchase any or all of the insurance coverage(s) required in these specifications directly to cover their own and Contractor's interests, in lieu of Contractor providing such coverage(s). In such cases, CARTA shall deduct applicable insurance coverage(s) from amounts owed.

(j) **Purchase of Insurance.** If at any time during the Contract term, Contractor fails to provide proof of insurance required above, CARTA reserves the right, but not the obligation, to purchase other insurance to protect its interests at Contractor's cost.

Section 2.49 **Warranties and Guarantees**.

Contractor shall deliver to CARTA along with the supplies, materials, equipment, and/or services provided under this Agreement, all supplier's and manufacturer's warranties and guarantees. Contractor warrants that the supplies, materials, equipment, and/or services provided hereunder shall conform to the specifications, drawings, samples or other descriptions contained in Contractor's Proposal or furnished by Contractor; shall be performed in a workmanlike manner; shall be fit and sufficient for the purpose intended; and shall be merchantable, of good material and free from defects; shall not infringe upon any United States or foreign patent; and has complied with applicable Federal, State and local laws and regulations in providing the supplies, materials, equipment, and/or services. CARTA shall deliver to Contractor along with the supplies, materials, equipment, and/or services provided under this Agreement, all supplier's and manufacturer's warranties and guarantees.

Section 2.46 **Prohibited Uses**. Unless expressly authorized in writing by CARTA, Contractor will make no use of any vehicle or other equipment which is part of CARTA's transit system other than in connection with the services required to be performed under this Agreement.

Section 2.47 **Meetings**. Upon request of CARTA, Contractor will, at its own expense, attend citizens' meetings to provide information concerning the Fixed Route System and Tel-A-Ride System. Some meetings may be held prior to service implementation. The General Manager, representing Contractor, will attend regular weekly meetings with

designated representatives of CARTA and monthly meetings of CARTA's Board, at times and locations to be determined by CARTA.

Section 2.50 **Disputes**

(a) **In General**.-- Any dispute between Contractor and CARTA relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.

(b) **Informal Resolution**.-- The parties shall first attempt to resolve the dispute informally in meetings or communication between Contractor and Contracting Officer. If the dispute remains unresolved fifteen (15) days after it first arises, Contractor may request Contracting Officer to issue a recommended decision on the matter in dispute. Contracting Officer shall issue the recommended decision in writing within thirty (30) days and provide a copy to Contractor.

(c) **Review by Board**.-- The recommended decision of Contracting Officer shall become final unless, within fifteen (15) days of receipt of such recommended decision, Contractor submits a written request for review of the decision to CARTA's Board. In connection with any such review, Contractor and Contracting Officer shall be afforded an opportunity to be heard and to offer evidence on the issues presented. CARTA's Board shall issue its decision within ninety (90) days of its receipt of Contractor's request for review. If Contractor objects to the decision issued by CARTA's Board, Contractor may seek judicial resolution of the dispute in the Court of Common Pleas of South Carolina, Charleston County.

(d) **Contractor Responsibility**.-- Pending final resolution of a dispute under this Section, Contractor shall proceed diligently with performance in accordance with this Contract and Contracting Officer's recommended decision.

Section 2.51 **Paratransit Certification**

(e) **Scope of Work**. Contractor shall provide an efficient and thorough means of processing applications for individuals applying for Tel-A-Ride certification and recertification in accordance with established CARTA Paratransit Manual and other applicable CARTA procedures, as amended, and the Americans with Disabilities Act and regulations thereto, as amended. Without limiting the obligations set forth in this section, Contractor shall provide these services in accordance with the negotiated Scope of Work, attached hereto as **Exhibit A**.

(f) **Database Management/Security**. Contractor shall maintain a database of confidential information on those who are eligible to use Tel-A-Ride services. At no time shall Contractor make this information or any other information in its possession regarding applicants for certification or recertification available to any person or organization without prior written approval of CARTA. Contractor shall take all necessary steps to ensure such information is kept secure and confidential.

Article III. FEDERAL REQUIREMENTS

Section 3.01 **Federal Participation**. The Agreement is subject to the applicable terms and conditions of Financial Assistance Grant Contract CARTA entered into with the FTA.

Section 3.02 **Ethics.**

a. Code of Ethics. The Contractor agrees to comply with a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub agreements financed with Federal assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subcontractor at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subcontractors or their agents. In addition, the Contractor agrees to adhere to the CARTA Board's approved policies, procedures and ethical standards.

(1) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub agreement supported by Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the contract work.

b. Lobbying Restrictions. The Contractor agrees that:

(1) It will abide by U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R.

Part 20, modified as necessary by 31 U.S.C. § 1352, and

(2) To the extent applicable, it will abide by Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

c. Employee Political Activity. To the extent applicable, the Contractor agrees to abide by the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

d. Program Fraud and False or Fraudulent Statements And Related Acts. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 C.F.R. Part 31, apply to its actions pertaining to this project. Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the 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, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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 Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.**Energy Conservation Requirements**. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Section 3.03 **Charter Bus Requirements.** Contractor 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

Section 3.04 **School Bus Requirements**. Contractor agrees that 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.

Section 3.05 **Clean Water Requirements.** If this contract is to exceed one hundred thousand dollars ($100,000.00), Contractor 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. Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($100,000) financed in whole or in part with Federal assistance provided by FTA.

Section 3.06 **Access To Records and Reports**. Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the Unites States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor'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. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 3.07 Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until CARTA, 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).

Section 3.08 **Federal Changes**. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreements between CARTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Section 3.09 **Clean Air** (Applicable if this contract is to exceed one hundred thousand dollars ($100,000.00)): Contractor 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. Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Section 3.10 Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Section 3.11 **Recycled Products**. 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.

Section 3.12 **No Government Obligation To Third Parties**. CARTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to CARTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor 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 subcontractor who will be subject to its provisions.

Section 3.13 **Privacy Act**. If theContractor, or any of its subcontractors, or their employees, administers any system of record on behalf of the Federal Government, the Contractor agrees to comply with, and assures that the compliance of its subcontractors or their employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. § 1552a, and (The Privacy Act). The Contractor agrees to obtain the express consent of the Government before it or its subcontractors or their employees operate a system of records on behalf of the Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.

Section 3.14 **Transit Employee Protective Provisions.**

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

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and

conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 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 Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized 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 Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized 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 Contractor 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.

Section 3.15 **Civil Rights Requirements**. The following requirements apply to this 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 Contractor 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 Contractor 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 Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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 Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, 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 Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

The Contractor agrees to abide by all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Federal Government determines otherwise in writing.

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

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

i. Drug and Alcohol Testing. Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of South Carolina, or CARTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. Contractor agrees further to certify annually its compliance with Parts 655 before March 1 and to submit the Management Information System (MIS) reports before March 1 to the Executive Director, 36 John Street, Charleston, South Carolina 29403. To certify compliance Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Section 3.16 **Disadvantaged Business Enterprise (DBE)**. The Contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(a) The Contractor shall comply with current U.S. DOT regulations on DBE participation in U.S. DOT financial assistance programs, at 49 C.F.R. Part 26, and any requirements or guidance U.S. DOT or FTA may issue.

(b) The Contractor agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract financed with Federal assistance derived from the U.S. DOT. The Contractor agrees to take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subcontracts supported with Federal assistance derived from U.S. DOT.

(2) CARTA has submitted and the Department of Transportation has approved a Disadvantaged Business Enterprise affirmative action program. The Contractor shall assist the Authority in carrying out its terms. CARTA has established an Annual DBE Goal of 18% DBE participation for FY 2016. The Contractor shall report its actual DBE participation under this Contract.

(3) Prompt Payment and Retainage

(a) The Contractor shall pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from CARTA. The Contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractors work is satisfactorily completed. Any delay or

postponement of payment from the above referenced time frame may occur only for good cause following written approval of CARTA. This clause applies to both DBE and non-DBE subcontracts.

(b) If the Contractor withholds payment from the subcontractor without a bona fide reason or without providing prompt written documentation to CARTA, sanctions may be imposed upon the Contractor. CARTA will determine if the Contractor is withholding payment without a just cause, interest may accrue on the unpaid amount owed to the subcontractor(s); however, if a determination of just cause is made, then no interest will accrue. If interest accrues on the amount due to subcontractor, the Contractor is responsible for including that total amount to the subcontractor at the time of payment.

(4) The Contractor shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work with another certified DBE, in accordance with CARTA DBE Program.

(5) The Contractor shall maintain records and documents of payments to DBEs for three (3) years following the performance of the Contract. These records will be made available for inspection and copying upon request by any authorized representative of CARTA or DOT. This reporting and record keeping requirement also extends to any certified DBE subcontractor.

Section 3.17 **Incorporation of Federal Transit Administration (FTA) Terms of FTA Circular 4220.1E**. This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, including all footnotes electronically added from time to time by FTA to the electronic version of said Circular, and 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 electronic version of FTA Circular 4220.1E may be found at `www.fta.dot.gov`. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests, which would cause CARTA to be in violation of the FTA terms and conditions.

Section 3.18 **Interests Of Members of Or Delegates to Congress**. In accordance with 18 U.S.C. § 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

Section 3.19 **Preference for United States Products and Services**.

To the extent applicable, the Contractor agrees to comply with the following U.S. domestic preference requirements:

a. Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with MAP21 (P.L. 112-141) provisions, and subsequent

amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP21 provisions, except to the extent that FTA determines otherwise in writing.

b. Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

c. Fly America. The Contractor 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 the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

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

Section 3.20 **Notification to FTA**. The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly the Contractor agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Contractor seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform FTA in writing before doing so. Each notice to FTA under this Section shall be sent, at a minimum, to the FTA Regional Counsel within whose Region the grantee operates its public transportation system.

MISCELLANEOUS

Section 3.21 **Modification of Agreement**. This Agreement may be reduced, modified or expanded by written contract modification executed by CARTA and Contractor.

Section 3.22 **Liability of CARTA.** CARTA'S FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN Section 2.05 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CARTA BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

Section 3.23 **Notices and Communications**. All notice required to be given under the Agreement will be in writing and may be delivered personally or by regular, registered or certified mail.

Notices to CARTA will be addressed as follows:

Executive Director
Charleston Area Regional Transportation Authority (CARTA)
36 John Street
Charleston, South Carolina 29403
Fax: (843)720-1985
Email: rmitchum@ridecarta.com

Notices to Contractor will be addressed as follows:

General Manager
3664 Leeds Avenue
Charleston, South Carolina 29405
Fax: (843)745-4101
Email: _____

With copy to:

Transdev Services, Inc.
Alan Moldawer, EVP & General Counsel
720 E. Butterfield Road, Suite 300
Lombard, IL 60148

If Contractor receives direction of any nature from any source other than the Contracting Officer or the CARTA Board, Contractor shall obtain the approval of the Contracting Officer prior to taking any action implementing such directions.

Section 3.24 **Compliance with Law**. Contractor will comply with all applicable federal, state and local laws and regulations (including permits) for providing transit services. All buses and other equipment will be maintained and operated at all times in compliance with all applicable rules, regulations and codes governing the operation of vehicles of public conveyance of any local, State or Federal government.

Section 3.25 **Law Governing and Venue of Actions**. This Agreement will be governed by, and construed in accordance with, the State or Federal Courts of South Carolina, located in Charleston County and no other shall have exclusive jurisdiction to hear any claim between Contractor and CARTA in connection with the Agreement or the operation of the transit system, and Contractor submits to the jurisdiction and venue of such courts.

Section 3.26 **Publicity Releases**. All publicity releases, release of reports, or other documents in any way concerning this Agreement or the work hereunder, which Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by CARTA prior to release.

Section 3.27 **Counterpart Execution**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one in the same agreement. Facsimile signatures may be deemed binding for this Agreement or any modification or amendment thereto, or any leases or other documents contemplated hereby, provided that originals of same are delivered within a reasonable time.

Section 3.28 **Gender**. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Section 3.29 **Benefits and Binding Effect**. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by CARTA, Contractor and their respective successors and assigns.

Section 3.30 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided.

Section 3.31 **Exhibits and Schedules**. All of the Exhibits and Schedules hereto referred to in this Agreement are hereby incorporated herein by reference and shall be deemed and construed to be a part of this Agreement for all purposes.

Section 3.32 **Severability; Partial Invalidity**. If any provision of this Agreement or any instrument or document delivered in connection herewith is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement (the ***"Offending Provision"***), the Offending Provision shall be fully severable; this Agreement shall be construed and enforced as if the Offending Provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the Offending Provision or by its severance from this Agreement. Furthermore, in lieu of the Offending Provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to the Offending Provision as may be possible and be legal, valid and enforceable.

Section 3.33 **Remedies**. No single or partial exercise of any right, remedy, power or privilege hereunder shall in any way preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers or privileges provided by law.

Section 3.34 **Captions**. The captions are for convenience of reference only and shall not be construed as a part of this Agreement.

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

CHARLESTON AREA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

By: _____
Ronald Mitchum, Executive Director

_____

_____

Transdev Services Inc.

_____
Donald Jones

By: _____
Mike Murray, President & COO

_____

Exhibit A
Scope of Work for Paratransit Certification

1. APPLICATION

All individuals seeking Tel-A-Ride service must complete an application. Applications are available at Tel-A-Ride operations center, the CARTA Office and at many local area health care offices. The application is designed to provide the applicant an opportunity to explain their disability or mobility impairment as it relates to their inability to ride the Fixed Route System. All sections of the application should be completed before it is processed. If an applications is not completed Contractor shall return the application to the applicant along with a letter stating that the application is not complete.

2. APPLICATION PROCESSING

Contractor shall process all applications received for Tel-A-Ride certification and recertification in accordance with CARTA's Paratransit Procedures Manual, as amended and the Americans with Disabilities Act and regulations thereto, as amended. Contractor shall develop and maintain a database of all riders certified to Tel-A-Ride services.

3. ELIGIBILITY GUIDELINES

The eligibility requirements for certification are outlined as follows per the ADA section 37.123

1. "Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (expect the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by the individuals with disabilities."

2. "Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is unable, with such assistance, to board, ride, and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route of the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route"

3. "Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such a system".

4. ELIGIBILITY TYPES

There are four possible decisions at the conclusion of reviewing an application

Unconditional Certification
An individual who resides in the service area and meets the certification requirements without restrictions many be unconditionally certified for a three-year period.

Conditional Certification
An individual who resides in the service area and meets the certification requirements with restrictions may be conditionally certified for a time period as related to the specific condition not to exceed a three-year period.

Certification Out of the Service Area
An individual who does not reside in the service area but meets the certification requirements may be certified for Tel-A-Ride service but may only travel within the Tel-A-Ride service area.

Ineligible
An individual who does not meet the certification requirements will be determined ineligible for service with Tel-A-Ride.

5. APPLICANT NOTIFICATION

Contractor shall notify all applicants in writing via certified mail of the final certification decision. There are three different classifications of notifications.

Unconditional/Conditional Certification
Those that are certified as unconditional/conditional will be mailed by Contractor a notice of certification, a rider's manual, an instruction sheet including how to obtain the picture identification, and a sample reservation sheet with instructions.

Certification Out of the Service Area
Those that are certified but out of the service area will be mailed by Contractor a notice of certification, a riders manual, an instruction sheet including how to obtain the picture identification, a sample reservation sheet with instructions and a letter stating that they reside outside of the service area and are responsible for getting to and from the service area on their own. Once they are in the service area, they may use the Tel-A-Ride service.

Ineligible
Those individuals that are not eligible should receive a letter by Contractor explaining the reason why they are ineligible. They should also be sent instructions on the appeals process.

6. PICTURE ID CARDS

Upon receiving certification, Contractor shall issue the certified person a picture id card, the form of which shall be approved by CARTA. This card should be similar to the one implemented at the present time. The certified person should have a picture on the front with the expiration date listed in visual lettering. This process should be done in a timely

manner at no additional cost to the certified person. *(A fee of five dollars ($5.00) may be charged to anyone who loses his or her ID card. Such fee shall be subject to change upon approval by CARTA.* The ID card should be issued before the certified person starts riding Tel-A-Ride, provided however, the certified person shall be eligible to ride Tel-A-Ride to and from its appointment to receive the ID card. Contractor shall coordinate with the Tel-A-Ride provider and the certified person for Tel-A-Ride to transport the certified person to and from his appointment to receive the ID card.

7. REPORTS TO CARTA

By the fifth (5th) day of every month, Contractor shall send the following reports to CARTA:

* The number of applications received that month
* The number of certifications and non-certifications processed
* Number of ID cards issued

8. REPORTING TO TEL-A-RIDE

Contractor shall send the following written reports to the Tel-A-Ride service provider immediately upon a person certification:

Forward a copy of the application
Forward a client number

Contractor shall instruct the certified person to wait until he has received all information and an Identification Card before he makes a reservation on Tel-A-Ride.

9. CERTIFICATION SCHEDULE

Certification will begin with new applications as they arrive on a daily basis. A letter will be sent to clients who have been certified for a period over three years indicating they have sixty (60) days to complete an application for recertification. As applications arrive, they must be processed within a twenty one (21)-day period.

First Year
At the anniversary of the first (1st) year, those individuals who reach the three (3)-year mark should be sent a letter of notification and an application for recertification. They will have sixty (60) days to respond.

Second Year
At the anniversary of the second (2nd) year, those individuals who reach the three (3)-year mark should be sent a letter of notification and an application for recertification. They should be given sixty (60) days to respond.

Third Year
At the anniversary of the third (3rd) year, those individuals who reach the three (3)-year mark should be sent a letter of notification and an application for recertification. They should be given sixty (60) days to respond.

10. HOURS OF OPERATION

Business Hours- Contractor's processing of the applications should take place during Tel-A-Ride's business hours.

Exhibit B
Equipment Inventory
As of 06/2016

Qty	Year	Seating	Make	Model
7	2007	14	Ford	Goshen
7	2009	12	Chevy	Startrans
7	2010	12	Chevy	Startrans
22	1994	41	Flexible	Metro
24	1996	36	New Flyer	35LF
12	2000	28	Chance	Trolley
5	2003	40	Nabi	Gen II
11	2010	36	New Flyer	35HF
6	2012	36	New Flyer	35HF
2	2014	38	New Flyer	Hybrid
3	2015	39	New Flyer	Xclsior
7	2016	18	Ford	Goshen
113				
Support	**Vehicles**			
Qty	**Year**	**Seating**	**Make**	**Model**
7	2006	N/A	CHEVY	COBOLT
1	2009	N/A	FORD	FOCUS
1	2006	N/A	FORD	CROWN VIC
1	1999	N/A	JEEP	CHEROKEE
2	2013	N/A	TOYOTA	PRIUS
1	1986	N/A	CHEVY	TIRE TRUCK
1	2013	N/A	RAM	2500
14				

Exhibit C
Vehicle Maintenance Program

Please refer to the attached file:

https://www.dropbox.com/s/lk5q7oj9ye9qm14/3d_3e_CARTA%202014%20Maintenance%20Plan.pdf?dl=0

MEMORANDUM

DATE: June 10, 2020

TO: CARTA Board of Directors

FROM: Ronald E. Mitchum, Executive Director

SUBJ: Building Lease Agreement – 3664 Leeds Ave.

Charleston Area Regional Transportation Authority (CARTA) is requesting approval to amend the Transdev Services– Building Lease Agreement contract for an additional year pursuant to the renewal terms outlined in the contract. This amendment will extend the contract through June 30, 2021.

STATE OF SOUTH CAROLINA) **LEASE AGREEMENT**
COUNTY OF CHARLESTON)

THIS LEASE AGREEMENT (the "***Agreement***", "***Contract***" or "Lease"), made and entered into on this the 3rd day of June, 2019, by and between the Charleston Area Regional Transportation Authority (***"Landlord" or "CARTA"***) and Transdev Services, Inc. (***"Tenant"***), a corporation authorized to do business in the State of South Carolina

WITNESSETH

WHEREAS, Tenant and Landlord simultaneously herewith are entering into a Fixed Route and Paratransit Service Agreement (the "Fixed Route and Paratransit Agreement") in which Tenant will provide day-to-day operations of Landlord's fixed route and paratransit system; and

WHEREAS, Tenant and Landlord have agreed to enter into this lease agreement as part of the Fixed Route and Paratransit Service Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Definitions**. As used in this Agreement all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Fixed Route and Paratransit Service Agreement.

2. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises (the "***Premises***") located at 3664 Leeds Avenue, North Charleston, Charleston County, South Carolina (the "***Property***") containing the building (the "***Building***") a portion of which contains certain common areas addressed at Section 8 and excluding certain areas reserved to the Landlord .

3. **Tenant's Representations:** Tenant represents that it is a corporation and is qualified to do business in the State of South Carolina and by proper action has been duly authorized to execute and deliver this Agreement, to enter into the transactions contemplated hereby, and to carry out its obligations hereunder.

4. **Term:** The initial term of this Agreement shall commence on the Effective Date of the Fixed Route and Paratransit Service Agreement and expire upon the termination of the Fixed Route and Paratransit Service Agreement (the "***Term***").

5. **Rent:** Following the commencement date as stated above, Tenant shall pay to Landlord annual rent for the Premises (the "***Rent***") in an amount equal to One Dollar ($1.00). The Rent shall be payable in advance on the Effective Date and on each anniversary of such date during the Term hereof. All rent payments shall be made to Landlord's office at 5790 Casper Padgett Way, North Charleston, SC 29406, or at such other place as Landlord may designate in writing to Tenant.

6. **Property Taxes:** CARTA shall pay all federal, state and local property taxes imposed on Tenant by reason of Tenant leasing the Premises from CARTA.

7. **Use:** The Premises shall be used by Tenant to perform the services outlined in the Fixed Route and Paratransit Service Agreement and for no other purposes without the prior written consent of Landlord. Tenant shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited; by or will in any way conflict with any law, statute, ordinance or government rule or regulation now in force or which may hereafter be enacted or promulgated, or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering the Building or part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose nor shall Tenant cause, maintain, or permit any nuisance in, on, or about the Premises, or commit or suffer to be committed any waste in, on or about the Premises.

8. **Use of Common Areas, Parking:** Tenant shall have the right, non-exclusive and in common with others, to use (i) any common hallways, conference rooms, entrances, lobbies, elevators, stairways, common restroom facilities and similar common areas of the Building for the purposes for which the same were designed; (ii) to use the exterior paved driveways and walkways of the Property for vehicular and pedestrian access to the Building and the Premises and (iii) all areas shaded in pink on the Site Plan. Tenant shall also have the right, non-exclusive and in common with other tenants of the Building and Landlord, to use the designated free parking areas on the Property for the parking of automobiles and other vehicles necessary for Tenant's use of the Premises; provided that Landlord shall have the right to restrict or limit Tenant's utilization of such parking areas in the event the same become overburdened and in such case to allocate on a proportionate basis or assign parking spaces among Tenant and the other tenants of the Building.

9. **Access to Premises.** Landlord or its assigns shall have the right to access the premises at all times.

10. **Assignment and Subletting:** Tenant shall not assign its interest in this Agreement or sublet any portion of the Premises without the prior written consent of Landlord. Consent to one (1) assignment or subletting shall not constitute a waiver of this provision with respect to subsequent transactions. Each assignee shall be liable to Landlord for all obligations of Tenant hereunder, but Tenant shall not be thereby relieved of such obligations. Tenant shall have no right to assign or sublet if it is in default under any terms of this Agreement or the Fixed Route and Paratransit Service Agreement.

11. **Premises Safety**. Tenant shall maintain the Premises in accordance with all local, State, and Federal requirements for safety. Tenant shall also be responsible for developing a safety and security plan for the Premises.

12. **Premises Maintenance and Operation.** Tenant shall maintain the Premises, in a clean and orderly condition and shall operate the Premises in an efficient manner. Tenant shall be responsible for preventive and routine maintenance of the Premises. Such maintenance shall be conducted in accordance with industry standards and with applicable builders' or manufacturers' manuals, standards, specifications and instructions for proper maintenance, repair and operation. Major structural modifications and major repairs and replacements to the Premises, including but not limited to major repairs and replacements to the HVAC, electrical and plumbing systems, shall be the responsibility of Landlord unless the need for such modification, repair or replacement was due to action (or inaction) of Tenant, its officers, agents, contractors, employees or invitees. Tenant shall return the Premises to Landlord at the termination of this Agreement in substantially the same condition as on Effective Date, normal wear and tear excepted.

13. **Environmental Obligations.**

(i) Environmental Program. During the term of this Contract, Tenant shall be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials used or produced at the Premises. Tenant shall develop an environmental program to properly manage the Premises. As part of the environmental program, Tenant shall also develop a plan for the containment and clean up of spilled fuel, oil and any hazardous materials. Landlord shall provide the Premises for use by Tenant in a condition that complies, at the time Tenant assumes occupancy, with all federal, state and local environmental laws and regulations. Tenant shall return the Premises to Landlord at the conclusion of this Contract in a condition that complies with all federal, state and local laws and regulations, ordinary wear and tear excepted, and shall take all remedial actions necessary to remove any hazardous materials from the Premises.

(ii) Environmental Audit. An environmental audit, at Landlord's discretion, may be conducted by Landlord (or a consultant of Landlord) at the conclusion of this Contract to assess the environmental condition of the Premises. Landlord may also, in its discretion, periodically conduct environmental audits during the term of this Contract.

(iii) Tenant shall indemnify Landlord, its Board, officials, employees, agents and volunteers ("***Indemnified Party***") and agrees to save them harmless and, at Landlord's option, defend them from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees) judgments, settlement payments, and fines paid, incurred or suffered by Indemnified Party in connection with loss of life, personal injury and/or damage to property or the environment suffered arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission, or operation involving the use, handling, generation, treatment, storage, disposal, other management or Release of any Hazardous Substance in, from or to the Premises, whether or not Tenant may have acted negligently with respect to such Hazardous Substance. Tenant's obligations pursuant to this Section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to

such termination. ***"Hazardous Substance"*** means and includes, without limitation, asbestos and any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable materials, explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic wastes, materials or substances under the Environmental Laws. ***"Environmental Laws"*** shall mean all applicable statutes, ordinances, and regulations in effect during the Term or thereafter that relate to public health and safety and protection of the environment.

(b) **Permits.** Landlord shall be responsible for securing and maintaining a storm water pollution prevention permit for the Premises from the South Carolina Division of Environmental Protection. Tenant shall conduct its operations and services so as to at all times ensure that Landlord is in compliance with the permit.

(c) **Records.** A written record of all maintenance and repairs to the Premises shall be kept by Tenant. Tenant shall immediately notify Landlord in writing of any necessary major repairs or replacements to the Premises that it intends to undertake and of any potential environmental or structural concerns with the Premises. Tenant shall not make any major repairs or replacements to the Premises without the prior written consent of Landlord.

(d) **Repair Standards.** All repair work to the Premises required to be made by Tenant shall be performed by personnel of Tenant or any Landlord approved subcontractor, who have demonstrated experience and documented training in the type of work to be done. Tenant shall supply maintenance personnel with the necessary equipment and tools to perform any authorized work. Tenant shall maintain the drainage system for the steam cleaning system in the maintenance yard, if any.

14. **Alterations and Improvements:** Tenant shall make no alterations, additions or improvements to the Premises without prior written approval of Landlord, unless Landlord hires Tenant to do such alterations, additions or improvements. Tenant shall conduct its work in such a manner as to maintain harmonious labor relations and is not to interfere with the operation of the Building and shall, prior to the commencement of the work, submit to Landlord copies of all necessary permits. Landlord reserves the right to have final approval of the contractors hired by Tenant. All alterations, additions or improvements, whether temporary or permanent in character, made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property and at the end of the term hereof shall remain in or upon Premises without compensation to Tenant. If, however, Landlord shall request in writing, Tenant will, prior to termination of this Lease, remove any and all alterations, additions and improvements placed or installed by Tenant in the Premises and will repair any damage caused by such removal. All of Tenant's furniture, movable trade fixtures and equipment not attached to the Building may be removed by Tenant at the termination of this Lease, if Tenant so elects, and shall be so removed, if required by Landlord, and, if not so removed, shall, at the option of Landlord, become the property of Landlord.

15. **Operation by Tenant:** In regard to use and occupancy of the Premises, Tenant shall, (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents,

vermin and other pests; (b) keep any garbage, trash, rubbish or refuse in containers within the interior of the Premises until removed; (c) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; and Tenant shall not (d) place or maintain any merchandise or other articles in any vestibule or entry of the Premises, on the footwalks adjacent thereto or elsewhere on the exterior of the Premises or common areas; (e) cause or permit objectionable odors to emanate or be dispelled from the Premises; and (f) Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord.

16. **Property of Tenant:** All of Tenant's property, including property and equipment it leases from Landlord pursuant to the Fixed Route and Paratransit Service Agreement, shall, during the term thereof, be at the risk of Tenant only, and Landlord shall not be liable for any loss thereof or damage thereto resulting from any cause whatsoever; and each policy of insurance covering such property shall contain a standard waiver of subrogation endorsement.

17. **Insurance Required:** Tenant shall keep in force at its expense as long as this Agreement remains in effect and during such other time as Tenant occupies the Premises or any part thereof the insurance requirements set forth in the Fixed Route and Paratransit Service Agreement.

18. **Utilities and Services:** Landlord shall furnish: (a) all necessary plumbing and related fixtures and (b) heat and air conditioning equipment sufficient to heat or cool the Premises in conformity with all applicable federal and state regulations. Tenant shall be responsible, at its own expense, for its use of the electrical, sewer and water service provided to the Premises. Tenant shall provide its own janitorial and garbage and trash collection services to the Premises and shall pay all costs of waste disposal fees and storm water fees. Tenant shall furnish, at its own expense, any other utilities or services required for its use of the Premises, including, but not limited to, telephone service.

19. **Indemnity.** Tenant shall indemnify Indeminfied Party and agrees to save them harmless and, at Landlord's option, defend them from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees) judgments, settlement payments, and fines paid, incurred or suffered by Indemnified Party in connection with loss of life, personal injury and/or damage to property or the environment suffered arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property. Tenant's obligations pursuant to this Section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

20. **Damage or Destruction.** If the Premises shall be damaged by fire, the elements, accident or other casualty, Landlord shall promptly cause such damage to be repaired or the Premises to be replaced provided (i) such replacement is necessary for the efficient operation of the Fixed Route and Paratransit System, and (ii) if such replacement is required because of property loss or damage, such loss or damage was not due to the negligent act or omission of Tenant, its

agents, concessionaires, officers, employees, contractors, licensees or invitees; and (iii) it is in Landlord's best interest, as determined solely by Landlord. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable to Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

21. **Tenant's Damage**. In the event damage to the Property is due to the negligent act or omission of Tenant, its agents, concessionaires, officers, employees, contractors, licensees or invitees, Tenant shall promptly repair the Premises.

22. **Eminent Domain:** If the whole or a portion of the Building shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof, then at Landlord's option, but not otherwise, the term hereby demised and all rights of Tenant hereunder shall immediately cease and terminate and the rental shall be adjusted as of the date of such termination. Tenant shall be entitled to no part of the award made for such condemnation (or other taking) or the purchase price thereof. Nevertheless, anything to the contrary notwithstanding, likewise at Landlord's option, but not otherwise, if the Premises is unaffected by such condemnation (or other taking), then this Lease and each and every one if its provisions shall continue in full force and effect.

23. **Landlord's Entry:** Landlord and its representatives may enter the premises at any time in a reasonable manner to inspect or exhibit same, to comply with Landlord's obligations or exercise Landlord's rights under this Agreement, or to make repairs or renovations required hereunder.

24. **Events of Default By Tenant:** Any one (1) or more of the following events shall amount to an Event of Default or Default under this Agreement:

(a) Failure of Tenant to observe and perform any covenant, condition or agreement in this Agreement on the part of Tenant to be observed or performed within thirty (30) days after written notice specifying such failure and requesting that it be cured is given to Tenant by Landlord, unless Landlord shall agree in writing to an extension of such time prior to its expiration, provided, however, if the failure is such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by Tenant within the applicable period and diligently pursued until the problem is corrected.

(b) The dissolution or liquidation of Tenant or the filing by Tenant of a voluntary petition in bankruptcy or failure by Tenant promptly to lift any execution, garnishment or attachment of such consequence as will impair the ability of Tenant to carry on its operations at the Premises, or the commission by Tenant of any act of bankruptcy, or adjudication of Tenant as a bankrupt, or assignment by Tenant for the benefit of its creditors, or the entry by Tenant into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to Tenant in any

proceeding for its reorganization instituted under the provision of the general Bankruptcy Act, as amended, or under any similar act in any domestic or foreign jurisdiction which may now be in effect or hereafter enacted.

(c) A default or breach by Tenant under the terms of the Fixed Route and Paratransit Service Agreement.

25. **Landlord's Remedies on Default:** Whenever any Event of Default shall have happened and be subsisting, Landlord may at its option take any one or all of the following remedial steps:

(a) Landlord, without terminating this Agreement, may (i) exclude and remove Tenant and all persons and contents from the Premises by force, summary proceedings, or otherwise, without being liable to Tenant therefor, and Tenant hereby expressly waives the service of any notice in writing of intention of Landlord to reenter or to institute legal proceedings to that end; (ii) reenter and take possession of the Premises; and (iii) sublease the Premises for the account of Tenant, holding Tenant liable for the difference in the rent and other amounts actually paid by such sublessee in such subleasing and other amounts payable by Tenant hereunder, and Tenant shall remain liable for any damages sustained by Landlord, all reasonable costs, including attorneys' fees, professional fees, and expenses incurred by Landlord in leasing the Premises to another tenant, and in effecting collection of rentals from Tenant.

(b) Landlord may take whatever action at law or in equity may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Tenant under this Agreement, including utilization of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenant and proceedings in forcible entry and detainer.

(c) Terminate this Agreement and/or the Fixed Route and Paratransit Service Agreement.

(d) Landlord may offset any Event of Default by Tenant against any payment due or which will become due to Tenant pursuant to this Agreement or the Fixed Route and Paratransit Service Agreement.

No action taken pursuant to this Section shall relieve Tenant from Tenant's obligations to pay rent, all of which shall survive any such action, and Landlord may take whatever action at law or in equity as may appear necessary and desirable to collect the rent and other amounts then due and thereafter to become due and/or to enforce the performance and observance of any obligation, agreement or covenant of Tenant hereunder.

26. **Remedies Cumulative-Non-Waiver:** No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given

hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this Agreement may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default on the part of Tenant shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein. The acceptance of rent by Landlord with knowledge of a default by Tenant hereunder shall not constitute a waiver of such default.

27. **Estoppel Certificate:** Within ten (10) days after written request thereof by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the Premises, Tenant shall deliver in recordable form a statement to any mortgagee, trustee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Agreement, including without limitation (if such be the case) that this Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that Tenant claims no defense or set-off to the due and full performance of its obligations under this Agreement.

28. **Notices:** All notices provided for in this Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth in the Notice provision in the Fixed Route and Paratransit Service Agreement.

29. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

30. **Successors:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, except as otherwise provided for in this Agreement.

31. **Short Form Memorandum:** Each party agrees to execute upon request a short form of this Agreement for purposes of recordation, the cost of which shall be borne by Tenant. Tenant shall pay all lease stamps due upon the execution of this Agreement and any extension or extensions thereof.

32. **Nature and Extent of Agreement:** This Agreement, including the exhibits attached hereto, contains the complete agreement between the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.

33. **Signs and Advertising:** Tenant will not place or suffer to be placed or maintained on the exterior of the Premises, or any part of the interior visible from the exterior thereof, any sign, advertising matter or any other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's prior written approval. Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times. Under no circumstances shall Tenant be permitted to place hand-

lettered advertising on the interior or exterior of the Premises or any glass of any window or door of the Premises.

34. **Quiet Enjoyment:** If Tenant shall pay the rent and perform and observe all of the other covenants and conditions to be performed and observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment of the Premises without interference from Landlord or any person lawfully claiming through Landlord.

35. **Severability; Partial Invalidity**. If any provision of this Agreement or any instrument or document delivered in connection herewith is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement (the "Offending Provision"), the Offending Provision shall be fully severable; this Agreement shall be construed and enforced as if the Offending Provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the Offending Provision or by its severance from this Agreement. Furthermore, in lieu of the Offending Provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to the Offending Provision as may be possible and be legal, valid and enforceable.

36. **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

37. **Captions, Gender, Number, and Language of Inclusion**. The captions are inserted in this Agreement only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. As used in this Agreement, the word "including" shall mean "including, but not limited to".

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective Hands and Seals on the day and year first hereinabove written.

CHARLESTON AREA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Ronald Mitchum, Executive Director

TRANSDEV SERVICES, INC.

By: _____
Jennifer A. Coyne
EVP, General Counsel & Secretary

STATE OF __South Carolina__)

COUNTY OF __Charleston___)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Charleston Area Regional Transportation Authority by Ronald E. Mitchum, its ED, sign, seal, and as its act and deed, deliver the within written Lease Agreement, and that s/he with the other witness above named witnessed the execution thereof.

Robin W Mitchum

SWORN to before me this 4

day of June 2019.

[illegible] (L.S.)
Notary Public for 6.19.24
My Commission Expires:

11

STATE OF Illinois)

COUNTY OF DuPage)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Trandev Services, Inc. by Jennifer A. Coyne, it's EVP, General Counsel & Secretary, sign, seal, and as its act and deed, deliver the within written Lease Agreement, and that s/he with the other witness above named witnessed the execution thereof.

Lynn Cribari

Amy Andersen

SWORN to before me this 17th

day of June, 2019.

BEVERLY K. WEDIN
Official Seal
Notary Public – State of Illinois
My Commission Expires Oct 5, 2021

(L.S.)

Notary Public for DuPage County

My Commission Expires: 10-5-21

MEMORANDUM

DATE: June 10, 2020

TO: CARTA Board of Directors

FROM: Ronald E. Mitchum, Executive Director

SUBJ: Request for Approval – Bus Stop Solar Lighting

The Bus Stop Solar Lighting selection committee (Andrea Kozloski, John Lambert, Jeff Burns and Belen Vitello) met on June 5, 2020 and reviewed three (3) proposals for Bus Stop Solar Lighting. Proposals were received from SuperGreen Solutions of Charleston, Urban Solar, and Wildwood Contractors.

The selection committee is recommending that CARTA award a contract to **Urban Solar** based upon the overall score sheet rankings.

MEMORANDUM

DATE: June 10, 2020

TO: CARTA Board of Directors

FROM: Ronald E. Mitchum, Executive Director

SUBJ: Request for Approval – Transportation Network Company

The Transportation Network Company selection committee (Sharon Hollis, Jon Dodson, Belen Vitello, and John Lambert) met on June 9, 2020 and reviewed two (2) proposals for Transportation Network Company services. Proposals were received from Uber and UZURV.

The selection committee is recommending that CARTA award a contract to **Uber** and **UZURV** based upon meeting the requirements of the RFP.

MEMORANDUM

TO: CARTA Board of Directors
FROM: Ronald E. Mitchum, Executive Director, TAM Plan Accountable Executive
DATE: June 8, 2020
SUBJECT: Public Transportation Agency Safety Plan (PTASP)

Safety is a core value of CARTA, and managing safety is a core business function of the Agency. CARTA is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of its customers, employees, and the community. CARTA will use safety management processes to direct the prioritization of safety and allocate its organizational resources-people, processes, and technology-in balance with its other core business functions. CARTA aims to support a robust safety culture, and achieve the highest level of safety performance, meeting all established safety standards.

The Moving Ahead for Progress in the 21st Century (MAP-21) Act directed the Federal Transit Administration (FTA) to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires recipients of FTA funding develop and implement a Public Transportation Agency Safety Plan.

The framework to this approach is called a safety management system (SMS), which moves the transit industry towards a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan"). SMS is an integrated collection of policies, processes, and behaviors meant to ensure a formalized, proactive, and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing, and controlling safety risks and supports management decisions on how to prioritize the allocation (spending) of resources (money, time, etc.) to address safety concerns.

The PTASP for CARTA is consistent with an SMS approach to safety risk management. This Plan satisfies federal regulations requiring such a document outlining policies and procedures to protect the investment and prolong the life of the vehicle for safe operation and reliable service delivery.

Staff submits this Vehicle Maintenance Plan for your consideration and recommendations approval.

CARTA

Charleston Area Regional Transportation Authority

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP)

FTA Recipient ID# 1115,

CARTA
5790 Casper Padgett Way
North Charleston, SC 29406
Telephone (843) 529-0400
Contact Person: Jeffrey Burns

Adopted: June 17, 2020

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN for

CARTA

TRANSIT AGENCY INFORMATION

Transit Agency	**Name**	**Address**
	Charleston Area Regional Transportation Authority	5790 Casper Padgett Way North Charleston, SC 29406
Accountable Executive	**Name**	**Title**
	Ronald E. Mitchum	Executive Director
Chief Safety Officer	**Name**	**Title**
	David Bonner	General Manager

Mode(s) of Service Covered by This Plan:	**List All FTA Funding Types (e.g., 5307, 5337, 5339):**
Fixed-Route Bus Service	Section 5307, 5310, 5324, 5339, 5340
Demand-Response Bus Service	

Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)
Fixed-Route Bus Service
Demand-Response Bus Service

Does the agency provide transit services on behalf of another transit agency or entity?	**Yes**	**No**	**Description of Arrangement(s)**
		✓	

Transit Agency(ies) or Entity(ies) for Which Service Is Provided	**Name**	**Address**

PLAN DEVELOPMENT, APPROVAL, AND UPDATES

Signature by the Accountable Executive	**Name**	**Date of Signature**
	Ronald E. Mitchum	
	Signature	
Approval by Board of Directors (or Equivalent)	**Approving Entity**	**Date of Approval**
	CARTA Board of Directors	
	Signatures	

ACTIVITY LOG

Version Number and Updates *Complete history of successive versions of this plan*			
Version No.	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
1	All	Original Draft	June 17, 2020

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DEFINITIONS AND ACRONYMS

The following definitions may be used throughout this document, and correspond to the definitions provided in 49 CFR 673.5.

Accident means an "event", as defined below, that involves any of the following:

1. A loss of life,
2. A report of a serious injury to a person,
3. A collision of public transportation vehicles,
4. A runaway train,
5. An evacuation for life safety reasons, or
6. Any derailment of a rail transit vehicle (any location, any time, any cause).

Accountable Executive means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan (as defined below), and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means 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 Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer 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 means an "accident", as defined above, or "incident" or "occurrence" (each as defined below).

FTA means the Federal Transit Administration, an agency within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment (as defined below).

Incident means an "event" (as defined above), that involves any of the following:

1. A personal injury that is not a serious injury,
2. One or more injuries requiring medical transport, or
3. Damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an "accident", "incident", or "hazard" (each as defined here), for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an "event" (as defined above), without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means 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.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, 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 performance target means a Performance Target related to safety management activities.

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

Safety risk assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
2. Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
3. Causes severe hemorrhages, nerve, muscle, or tendon damage;

4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means 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 means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

Transit agency means an operator of a public transportation system.

Transit Asset Management Plan means 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.

CFR	-	Code of Federal Regulations
CSO	-	Chief safety officer
FTA	-	Federal Transit Administration
MAP-21	-	Moving Ahead for Progress in the 21st Century
NTD	-	National Transit Database
PTASP	-	Public transportation agency safety plan
SGR	-	State of good repair
SMS	-	Safety management system
SOP	-	Standard operating procedure
TAM	-	Transit asset management
U.S.C.	-	United States Code

BACKGROUND

The Moving Ahead for Progress in the 21st Century (MAP-21) Act grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires certain recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, MAP-21's grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry towards a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan").

The PTASP for CARTA supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes, and behaviors meant to ensure a formalized, proactive, and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing, and controlling safety risks.

A SMS supports management decisions on how to prioritize the allocation (spending) of resources (money, time, etc.) to address safety concerns. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of MAP-21. The PTASP for CARTA addresses the following elements, outlined in **Table 1** (below):

☑	**Safety Management Policy Statement:**	A policy statement establishing senior management commitment to continual safety improvement, signed by the executive accountable for the operation of the agency and the board of directors.
☑	**Document Control:**	A description of the regular annual process used to review and update the plan including a timeline for implementation of the process.
☑	**Core Safety Responsibilities:**	A description of the responsibilities, accountabilities, and authority of the accountable executive, the key safety officers, and key members of the safety management team.
☑	**Safety Training Program:**	A description of the comprehensive safety training program for agency staff that ensures that staff are trained and competent to perform their safety duties.
☑	**Safety Risk Management:**	A description of the formal processes the agency uses to identify hazards, analyze and assess safety risks, and develop, implement and evaluate risk controls.
☑	**Safety Risks:**	A description the most serious safety risks to the public, personnel and property.
☑	**Risk Control:**	A description of the risk control strategies and actions that the agency will undertake to minimize exposure of the public, personnel and property to hazards, including a schedule for implementing the risk control strategies and the primary entity responsible for each strategy.
☑	**Safety Assurance:**	A list of defined safety performance indicators for reach priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.
☑	**Desired Safety Outcomes:**	A description of desired safety outcomes for each risk using the measurable safety performance indicators established.

Table 1: Elements of a Public Transportation Agency Safety Plan (PTASP)

1 SAFETY POLICIES AND PROCEDURES

1.1 COMMITMENT TO SAFETY

Safety is a core value of CARTA, and managing safety is a core business function of the authority/agency. CARTA is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of its customers, employees, and the public. CARTA will use safety management processes to direct the prioritization of safety and allocate its organizational resources-people, processes, and technology-in balance with its other core business functions. CARTA aims to support a robust safety culture, and achieve the highest level of safety performance, meeting all established safety standards.

All levels of management and all frontline employees are accountable for the delivery of the highest level of safety performance, starting with the David Bonner, General Manager of CARTA, Transdev North America, Inc. Property #723.

CARTA is committed to:

Executive Commitment to Safety: Executive Management will lead the development of an organizational culture that promotes safe operations and provides appropriate resources to supporting this core management function through fostering and ensuring safe practices, improving safety when needed, and encouraging effective employee safety reporting and communication. CARTA will hold executives, managers, and employees accountable for safety performance.

Communication & Training: Employee engagement is crucial to a functioning safety management system (SMS). Communication systems will be put in place to enable greater awareness of CARTA safety objectives and safety performance targets as well as to provide on- going safety communication up, down, and across the organization. All levels of management must proactively engage employees and work to keep the lines of safety communication honest and open. All employees will be made aware of the importance of CARTA's SMS and trained in safety reporting procedures.

Responsibility & Accountability: All levels of management will be responsible for delivering safe and quality transit services that represent CARTA's performance of its SMS. Managers will take an active role in the Safety Risk Management (SRM) process and ensure that Safety Assurance (SA) functions are supported. Managers are responsible for ensuring that SRM is being performed in their operational areas of control to assure that the safety risk associated with safety hazards is assessed and mitigated. Safety performance will be an important part of performance evaluations for CARTA managers and employees.

Responsibility of Employees & Contractors: All employees and contractors will support safety management by ensuring that hazards are identified and reported.

Employee Reporting: Executive management will establish a safety reporting program as a viable tool for employees to voice their safety concerns. All frontline employees will be responsible for utilizing this program as part of the SMS. No action will be taken against any employee who communicates a safety condition through the CARTA safety reporting program unless such disclosure indicates the following: an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of CARTA rules, policies, and procedures.

Performance Monitoring & Measuring: CARTA will establish realistic measures of safety performance and establish safety performance targets to ensure continual improvement in safety performance. Managers will verify that the safety risk mitigations put in place are appropriate and effective.

Review & Evaluation: CARTA will measure SMS performance by analyzing key safety performance indicators, reviewing inspections, investigations and corrective action reports, and auditing the processes that support the SMS. These activities will become the basis for revising or developing safety objectives, safety performance targets and plans with the goal of continuous safety improvement.

1.2 Annual PTASP Review and Update

CARTA management will review the PTASP annually, update the document as necessary, and implement the changes within a timeframe that will allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance. At minimum, annual self-certification will consist of both the Accountable Executive and Board of Directors signing and dating this document.

Annual review of the PTASP will be conducted by CARTA in June of each calendar year. Necessary updates outside the annual update window may be handled as PTASP addenda. Reviews of the PTASP and any subsequent updates, addenda, adoption, and distribution activities will be documented in the Activity Log at the beginning of this document.

1.3 Organization Structure and System Safety Responsibilities

While the Accountable Executive has the ultimate responsibility for CARTA's implementation of its PTASP, CARTA's executive management has the overall responsibility of safe and secure operations of CARTA and contract service operators. Each employee is required to carry out specific system safety responsibilities, depending on the employee's position, in compliance with the PTASP.

The information provided in the Staff Safety Roles and Responsibilities table (Appendix A) describes each position and general system safety responsibilities, and the agency's reporting structure.

2 SAFETY RISK MANAGEMENT

The number of near-misses, known as accident precursor data, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursor data is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. CARTA employs systematic safety improvements by discovering and learning of potential weaknesses in the system's safety.

Safety Risk Management is a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk. The 49 C.F.R. Part 673 defines safety risk as "the composite of predicted severity and likelihood of the potential effect of a hazard." In other words, we need to know how often (likelihood) and how badly (severity) a safety concern might impact people, our systems, or our environment.

The potential effect of a hazard is a consequence. When a transit agency becomes aware of a safety concern, it is important to correctly identify the origin of the safety concern – that's the hazard. If we mistake a consequence for the hazard, we might not fully understand the actual safety concern and its true potential (safety risk) and the condition could worsen. In the allocation of resources, we aim to mitigate the safety risk of the potential consequence or consequences of a hazard. If the consequence is mistaken for the hazard, we also might allocate resources to address only the single consequence and miss other consequences that could cause equal or greater harm.

When we look at safety risk, we want to allocate resources to address what could happen. Events have already happened. The SRM helps us look into the future to consider all possibilities of what could happen as a consequence, such as injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock; or damage to the environment. For example, the hazard is heavy fog on a bus route and the consequence could be a collision with a pedestrian in the crosswalk or the hazard is an incomplete procedure for handling hazardous waste has a potential consequence of a major oil spill. It should be noted that the example identifies just one consequence for each hazard, but most hazards can generate more than one consequence or indicate a system defect. An example of a system defect is a tire blowout that seems like an isolated event, however a safety risk investigation following the procedure described herein revealed a recent uptick in tire failures. This analysis discovered the cause that has the high likelihood to reoccur that could lead to severe result.

The Chief Safety Officer leads CARTA's SRM process, working with the Safety Team to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of SRM process are documented in our Hazard Assessment Log and referenced materials.
CARTA's SRM process applies to all elements of our system including our operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision.

2.1 Safety Hazard Identification

The safety hazard identification process offers CARTA the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including:

- Employee Safety Report Forms (ESRs);
- Review of SmartDrive / vehicle camera footage;
- Review of monthly performance data and safety performance targets;
- Observations from supervisors;
- Maintenance reports;
- Comments from customers, passengers, and third parties, including insurance claims and vendors;
- Drivers' Safety Committee, and staff meetings;
- Results of audits and inspections of vehicles and facilities;
- Results of training assessments;
- Investigations into safety events, incidents, and occurrences; and
- Federal Transit Administration (FTA) and other oversight authorities (mandatory information source).

When a safety concern is observed by CARTA management or supervisory personnel, whatever the source, it is reported to the Chief Safety Officer. Procedures for reporting hazards to Chief Safety Officer are reviewed during staff meetings and in the Drivers' Safety Committee meeting. CARTA's Chief Safety Officer also receives employee reports from the ESRs, customer comments related to safety, and the SmartDrive incident log. The Chief Safety Officer reviews these sources for hazards and documents them in the Hazard Assessment Log.

CARTA's Chief Safety Officer also may enter hazards into the Hazard Assessment Log based on their review of operations and maintenance, the results of audits and observations, and information received from FTA and other oversight authorities, as well as the National Transportation Safety Board.

The Chief Safety Officer may conduct further analyses of hazards and consequences entered into the Log to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;
- Review any past reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

The Chief Safety Officer will then prepare an agenda to discuss identified hazards and consequences with the Safety Committee during quarterly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process (with or without the full Safety Committee) for safety risk assessment and mitigation. This means that the Chief Safety Officer believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency or any State environmental protection standards. Otherwise, the Safety Committee will prioritize hazards for further SRM activity.

2.1.1 Non-Punitive Reporting Policy

CARTA is committed to the safest transit operating standards practicable. To achieve this, it is imperative that CARTA have uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

CARTA will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by CARTA from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

CARTA's method of collection, recording, and disseminating information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

2.1.2 Safety Risk Assessment

Once a hazard has been identified, CARTA will conduct an assessment to determine the potential consequences. Factors to be considered are the likelihood of occurrence, the severity of the consequences (should there be an occurrence), and the level of exposure to the hazard. CARTA will assess risks subjectively by experienced personnel using a risk assessment matrix. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will continue to be monitored. If the risks are unacceptable, steps will be taken by CARTA to lower the risk to an acceptable or tolerable level, or to remove, avoid, or otherwise eliminate the hazard.

The Chief Safety Officer and Safety Team assess prioritized hazards using CARTA's Safety Risk Matrix. This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a hazard rating. For example, a risk may be assessed as "1A" or the combination of a Catastrophic (1) severity category and a Frequent (A) probability level.

This matrix also categorizes combined risks into levels, High, Medium, or Low, based on the likelihood of occurrence and severity of the outcome. For purposes of accepting risk:

- "High" hazard ratings will be considered unacceptable and require action from CARTA to mitigate the safety risk,
- "Medium" hazard ratings will be considered undesirable and require CARTA's Safety Team to make a decision regarding their acceptability, and
- "Low" hazard ratings may be accepted by the Chief Safety Officer without additional review.

Using a categorization of High, Medium, or Low allows for hazards to be prioritized for mitigation based on their associated safety risk, taking existing mitigations into account.

The Chief Safety Officer schedules safety risk assessment activities on the Safety Team's agenda and prepares a Safety Risk Assessment Package. This package is distributed in advance of the Safety Team meeting. During the meeting, the Chief Safety Officer reviews the hazard and its consequence(s) and reviews available information distributed in the Safety Risk Assessment Package on severity and likelihood. The Chief Safety Officer may request support from members of the Safety Team in obtaining additional information to support the safety risk assessment.

Once sufficient information has been obtained, the Chief Safety Officer will facilitate completion of relevant sections of the Hazard Assessment Log, using the Safety Risk Assessment Matrix, with the Safety Team. The Chief Safety Officer will document the Safety Team's safety risk assessment, including hazard rating and mitigation options for each assessed safety hazard in the Hazard Assessment Log. The Chief Safety Officer will maintain on file Safety Team agendas, Safety Risk Assessment Packages, additional information collection, and completed Hazard Assessment Log sections for a period of three years from the date of generation.

2.1.3 Safety Risk Mitigation

In general, CARTA will take the following safety actions to mitigate risk – these actions can be categorized into three broad categories, including:

1. Physical Defenses:

These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g. traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.)

2. Administrative Defenses:
   These include procedures and practices that mitigate the likelihood of accident/incident (e.g. safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.)
3. Behavioral Defenses:
   These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency (e.g. the *Zero in Wisconsin* campaign)

CARTA's Accountable Executive and Chief Safety Officer review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on recommendations from the Safety Team.

CARTA can reduce safety risk by reducing the likelihood and/or severity of potential consequences of hazards. The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. CARTA will further manage risk by completing a Hazard Assessment Log (Appendix E) that can help prioritize safety risks. The level of risk can be lowered by reducing the severity of the potential consequences, likelihood of occurrence, exposure to that risk, or by some combination.

2.1.4 Safety Risk Prioritization

Once a hazard has been identified and the risk level assessed, CARTA will prioritize safety risks. A Prioritized Safety Risk Log is included in Appendix F organizes and prioritizes the system's safety risks. It identifies the priority level for safety risks, provides a description of the risk, the planned mitigation strategies to address the risk, the outcome of the planned mitigation strategies, staff responsible for implementation, the timeline of the planned mitigation strategies, and the status of the prioritized safety risk. The Prioritized Safety Risk Log will be updated during the quarterly meetings of the Safety Committee, ensuring continual progress towards risk reduction.

3 SAFETY ASSURANCE

Safety assurance provides the necessary feedback to ensure that the SMS is functioning effectively and that CARTA is meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated, or in other words, what metrics will be used to assess system safety and determine whether the SMS is working properly. Having decided on the metrics by which success will be measured; safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

Through our Safety Assurance process, CARTA:

1. Evaluates our compliance with operations and maintenance procedures to determine whether our existing rules and procedures are sufficient to control our safety risk;
2. Assesses the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended;
3. Investigates safety events to identify causal factors; and

4. Analyzes information from safety reporting, including data about safety failures, defects, or conditions.

CARTA has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of on-board camera footage to assess drivers and specific incidents,
- Safety surveys,
- Employee Safety Reporting Program,
- Problem Area Reporting Program,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine where action needs to be taken. The Chief Safety Officer enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee.

CARTA monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer maintains a list of safety risk mitigations in the Safety Risk Log. The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

The Chief Safety Officer 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 Chief Safety Officer will endeavor to make use of existing CARTA processes and activities before assigning new information collection activities.

CARTA Chief Safety Officer and Safety Committee review the performance of individual safety risk mitigations during quarterly 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 Chief Safety Officer will approve or modify this proposed course of action and oversee its execution.

CARTA's Chief Safety Officer and Safety Committee also monitor daily transit operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safety concerns.

The Chief Safety Officer works with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

CARTA maintains documented procedures for conducting 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 (see CARTA/Transdev's Safety Policies and Procedures Manual for specific procedures for conducting safety investigations). These procedures also reflect all traffic safety reporting and investigation requirements and sources of documentation include accident/incident data collections forms, report checklists and supporting materials for conducting investigations, such as driver and witness statements, supervisor reports, police reports, camera footage, electronic device recordings, photographs, and analysis reports.

The Chief Safety Officer, supported by the Safety Manager, maintains all documentation of CARTA's investigation policies, processes, forms, checklists, activities, and results. As detailed in the procedures, an investigation report is prepared and sent to the Accident/Incident Review Board for integration into their analysis of the event.

CARTA's Accident/Incident Review Board consists of members that represent management, the union, operations, and maintenance. The Chief Safety Officer chairs the board. CARTA's Accident/Incident Review Board confirms whether:

- The accident was preventable or non-preventable;
- The required discipline or retraining of Personnel was reasonable;
- 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.

The Chief Safety Officer and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer and Safety Committee ensure that the concerns are investigated or analyzed through the SRM process.

The Chief Safety Officer and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning CARTA's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations currently in use.

3.1 Defining Safety Goals and Objectives/Outcomes

Setting safety goals and objectives is part of strategic planning and establishing safety policy for CARTA. Clearly defining safety goals is the first part in creating a safety performance measurement system. Safety goals are general descriptions of desirable long-term impacts. The overarching goal of the PTASP is to:

> *To make transit safer for all customers, employees, and the local community through policy development, hazard investigation, data collection, risk analysis, effective oversight programs, and information sharing*

The Safety objective of the PTASP is to:

- *Foster agency-wide support for transit safety by establishing a culture where everyone in the organization takes an active role in securing transit safety*
- *Establish regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel*
- *Coordinate with local jurisdictions, the CHATS MPO, and SCDOT to improve safety for transit access and transit facilities*

The safety objective will be measured by defining specific performance metrics, including a baseline and targets consistent with the National Public Transportation Safety Plan.

3.2 Defining Safety Performance Measures

Performance measurement is the regular systematic collection, analysis, and reporting of data that track resources used, work produced, and whether specific outcomes were achieved. In other words, it is a tool to quantify and improve performance, and engage and communicate with CARTA staff and external stakeholders.

The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes, and efficiency, among many other criteria.

CARTA will utilize these basic principles of performance measurement, including:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Creditability and robustness
- Variety of measures
- Number of measures
- Hierarchy of measures
- Forward-looking measures
- Integration into agency decision-making
- Timely reporting
- Understand agency specifics, including context and scale of operations
- Realism of goals and targets

3.2.1 Metrics

System safety data can be collected through a variety of sources, including:

- Near miss information
- Accident investigation reports (with causal factor analysis)
- Internal safety audits (or reviews)
- Safety committee meetings
- Injury reports (including occupational injury)

- Safety event reports (including accidents, incidents, and occurrences)
- System monitoring (including testing and inspection records)
- Hazard management program

This safety data will be analyzed and used for development of key safety performance indicators and targets.

CARTA will initially focus on areas based on data delivered to the National Transit Database (NTD), as the following:

- **Fatalities**
    1. Total number of reportable fatalities
    2. Rate of reportable fatalities per total vehicle revenue miles
- **Injuries**
    3. Total number of reportable injuries
    4. Rate of reportable injuries per total vehicle revenue miles
- **Safety Events**
    5. Total number of reportable safety events
    6. Rate of reportable safety events per total vehicle revenue miles
- **System Reliability**
    7. Mean distance between major mechanical failures

These safety performance measures are used to select improvement targets for these four measures and for each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services. In addition, CARTA will select additional performance measures and targets, both leading and lagging, to insure continual improvement of our SMS.

CARTA will make its safety performance measures improvement targets available to applicable state agencies and metropolitan planning organizations (MPOs), and, to the maximum extent practicable, will coordinate with both in the selection of safety performance targets. Targets will be adopted into local CHATS Metropolitan Transportation Improvement Plans (MTIP) and amendments of this Plan.

CARTA's Accountable Executive, or designee, shares our PTASP, including safety performance targets, with the Charleston Area Regional Transportation Study Metropolitan Planning Organization (CHATS MPO) each year after its formal adoption by the Board of Directors. CARTA's Accountable Executive also provides a copy of our formally adopted plan to the SCDOT. CARTA staff is available to coordinate with SCDOT and the CHATS MPO in the selection of State and CHATS MPO safety performance targets upon request.

The safety data collected from the above sources will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate staff personnel in the form of specific project reports, memos, and recommendations from the safety committee.

Records of system safety data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation is maintained by CARTA's document control process. In addition to safety data, CARTA maintains other data and documentation of activities required by the PTASP. Distribution of safety-related reports and data is accomplished through the Safety Committee. These records will be available to the FTA or other oversight entity upon request.

Safety Performance Targets							
Mode of Transit Service	**Fatalities** (Total)	**Fatalities** (Rate)	**Injuries** (Total)	**Injuries** (Rate)	**Safety Events** (Total)	**Safety Events** (Rate)	**System Reliability** (Average distance between major mechanical failures)
All Bus Services	0	0/1,000,000 passenger trips	6	2.4/1,000,000 passenger trips	50	10/1,000,000 passenger trips	Ave. Distance between 18,000 miles

3.3 Monitoring Performance and Evaluating Results

The safety goals, objectives/outcomes, and measures are organized into a Safety Performance Matrix (Appendix G), along with the Prioritized Safety Risk Log (Appendix F) that demonstrates continual progress towards risk reduction through mitigation strategies. Having this information organized, particularly in matrixes, allows CARTA to continuously monitor safety performance and evaluate results. Evaluations of safety performance will be conducted and documentation will be update at least semi-annually. The Chief Safety Officer enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee.

CARTA will monitor performance with its progress toward these goals and compliance with operations and maintenance procedures through announced compliance reviews, unannounced compliance reviews, ride-along evaluations, internal audits, and peer reviews. The PTASP Administrator will be responsible for evaluation progress toward meeting the safety goals, objectives/outcomes, and measures.

3.4 Integrating Results into Agency Decision-Making Processes

CARTA is committed to using the data collected and information learned to inform decision-making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, CARTA will work to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and re-establish a reasonable baseline.

Uses of performance results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements
- Support strategic planning efforts by providing baseline information for tracking progress
- Identify best practices through benchmarking
- Respond to elected officials and the public's demand for accountability

3.5 Sustaining a Safety Management System

In order to sustain the SMS, CARTA will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain the SMS include:

- **Create measurement-friendly culture**:
  All staff, including senior managers, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision-making processes.
- **Build organization capacity**:
  Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, and setting goals. Managing staff and the governing board will commit the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results**:
  The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement**:
  Visible commitment to using metrics is a long-term initiative. CARTA will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at city council and county board meetings.

4 SAFETY PROMOTION

4.1 SAFETY PROMOTION, CULTURE, AND TRAINING

CARTA believes safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures, and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, training employees in safety principles, and allowing open communications of safety issues.

4.1.1 Safety Culture

Positive safety culture must be generated from the top. The actions, attitudes, and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with the Accountable Executive. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at CARTA is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

A. **An Informed Culture**
   - Employees understand the hazards and risks involved in their areas of operation

- Employees are provided with the necessary knowledge, training and resources
- Employees work continuously to identify and overcome threats to safety

B. **A Just Culture**
- Employees know and agree on what is acceptable and unacceptable behavior
- Human errors must be understood, but negligence and willful violations cannot be tolerated

C. **A Reporting Culture**
- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
- When safety concerns are reported, they are analyzed, and appropriate action is taken

D. **A Learning Culture**
- Learning is valued as a lifetime process beyond basic-skills training
- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
- Employees are updated on safety issues by management, and safety reports are fed back to staff so that everyone learns the pertinent lessons

4.1.2 Training

During the initial implementation of an SMS, specific training will be required for all employees and contract staff, to reiterate the agency's safety culture and describe how CARTA's SMS works. The Chief Safety Officer is the resource person for providing a corporate perspective on CARTA's approach to safety management. Once the SMS is implemented, safety training needs will depend on the safety responsibilities of the individual staff members and the nature of tasks performed.

CARTA's comprehensive safety training program applies to all employees directly responsible for safety, including:

- Revenue vehicle operators,
- Dispatchers,
- Maintenance technicians,
- Managers and supervisors,
- Agency Leadership and Executive Management,
- Chief Safety Officer, and
- Accountable Executive.

CARTA dedicates resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS. Basic training requirements for employees, including frequencies and refresher training, are documented in the employee's file and outlined in the Employee Handbook. Operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training, including behind-the-wheel training
- Bus vehicle operator refresher training,
- Bus vehicle operator retraining (recertification or return to work),

- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors and managers, and
- Accident investigation training for operations supervisors and managers.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for vehicle maintenance supervisors,
- Occupational safety training,
- Formal certification from accredited institutions
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors, and
- Training provided by vendors.

Safety Management training topics may include:

A. Initial Safety Training for All Staff

1. Basic principles of safety management including the integrated nature of SMS, risk management, safety culture, etc.
2. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards
3. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
4. Organizational structure, roles and responsibilities of staff in relation to safety
5. Transit agency's safety record, including areas of systemic weakness
6. Requirement for ongoing internal assessment of organization safety performance (e.g. employee surveys, safety audits, and assessments)
7. Reporting accidents, incidents, and perceived hazards
8. Lines of communication for safety managers
9. Feedback and communication methods for the dissemination of safety information
10. Safety promotion and information dissemination

B. Safety Training for Operations Personnel

1. Unique hazards facing operational personnel
2. Seasonal safety hazards and procedures (e.g. evacuation operations)
3. Procedures for hazard reporting
4. Procedures for reporting safety events (accidents and incidents)
5. Emergency procedures

C. Safety Training for Management

1. Principles of the SMS
2. Management responsibilities and accountabilities for safety
3. Legal issues (e.g. liability)

D. Training for the Safety Officer

1. Familiarization with different transit modes, types of operation, routes, etc.
2. Understanding the role of human performance in safety event causation and prevention
3. Operation of the SMS
4. Investigating safety events
5. Crisis management and emergency response planning

6. Safety promotion
7. Communication skills
8. Performing safety audits and assessments
9. Monitoring safety performance
10. National Transit Database (NTD) safety event reporting requirements

4.1.3 Safety Communication

CARTA's Chief Safety Officer and the Safety Manager coordinate safety communication activities for the SMS. Activities will focus on the three categories of communication activity established in 49 CFR Part 673:

- Communicating safety and safety performance information throughout the agency: Communicate information on safety and safety performance during monthly staff meetings. CARTA also has a permanent agenda item in all monthly Drivers' Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact service or safety performance, and updates regarding SMS implementation. CARTA also requests information from drivers during these meetings, which is recorded in meeting minutes. Finally, Chief Safety Officer posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms and in the 'back hallway,' advertising safety messages and promoting awareness of safety issues.
- Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency: As part of new-hire training, CARTA distributes safety policies and procedures, included in the Employee Handbook, to all employees. CARTA provides training on these policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at the agency, CARTA's Chief Safety Officer issues bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.
- Informing employees of safety actions taken in response to reports submitted through the ESRs: CARTA provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRs, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors.

APPENDICES

APPENDIX A

CARTA
STAFF SAFETY ROLES AND RESPONSIBILITIES

Completed by: Jeffrey Burns, Plan Administrator	**Date:** April 20, 2020

Position Title	Name of Staff Member	Position Description	Safety Responsibilities
Accountable Executive	**Ronald E. Mitchum, Executive Director**	49 CFR § 673.5 – Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's 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.	• Ultimate responsibility for carrying out the PTASP • Responsibility for carrying out the TAM Plan • Control or direction over the human and capital resources needed to develop and maintain both plans • Ensuring the agency's SMS is effectively implemented throughout the system • Ensuring action is taken, as necessary, to address substandard performance in the agency's SMS • May delegate specific responsibilities, except ultimate accountability for the agency's safety performance, which always rests with the Accountable Executive
Chief Safety Officer	**David Bonner, General Manager**	49 CFR § 673.5 – Chief Safety Officer means 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 Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.	• Is adequately trained • Responsibility for safety • Reports directly to agency's Accountable Executive • Authority and responsibility for day-to-day implementation and operation of agency's SMS
Deputy Director of Finance & Administration	**Robin Mitchum**	Oversees incident reporting and recordkeeping. Manages insurance claim and coordinates with the legal team.	• Coordinates Human Resource functions • Manages incident reporting • Oversees staff • Adheres to all safety policies and procedures • Promotes safety awareness throughout the organization

			• Ensures safety documentation is current and accessible to all employees • Coordinates with outside agencies, including insurance providers and legal representatives
Safety Manager	**Kristen Carter, Safety & Training Director**	Ensure coordinated development and implementation of the SMS and implementing the transit agency's safety policies to all employees.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Promotes safety awareness throughout the organization • Ensures safety documentation is current and accessible to all employees • Communicates changes in safety documents to all personnel • Monitors effectiveness of corrective actions • Provides periodic reports on safety performance • Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters • Ensures that safety management has a high priority throughout the organization
Operations Managers / Supervisors	**Megan Ross, Fixed Route, Alisha Wigfall, Paratransit/Assistant General Manager**	Responsible for communicating and overseeing the transit agency's safety policies to all employees.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Full knowledge of all standard and safety operating procedures • Ensures that drivers make safety a primary concern when on the job • Listens and acts upon any safety concerns raised • Immediately reports safety concerns to the CSO/SM • Provides leadership and direction to employees during security incidents • Handles minor non-threatening rule violations • Defuses minor arguments • Determines when to call for assistance • Responds to fare disputes and service complaints • Responds to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance • Completes necessary security related reports • Takes photographs of damage and injuries • Coordinates with all outside agencies at incident scenes

Bus Operator	**Each member of the Team**	Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Takes charge of a hazard incident scene until the arrival of supervisory or emergency personnel • Collects fares in accordance with agency policy • Familiar with CARTA / Transdev Employee Manual and Procedures • Attempts to handle minor non-threatening rule violations • Responds verbally to complaints • Attempts to defuse minor arguments • Determines when to call for assistance • Maintains control of the vehicle • Reports all safety incidents to Supervisor on duty • Completes all necessary safety related reports
Maintenance Manager	**Jason Woznac, Maintenance Manager**	Oversees mechanics that perform major running repairs of buses. Fully qualified and completely capable of repairing, maintaining, and rebuilding all parts of all equipment.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Responsible for repair of vehicle components, including engine and transmission rebuilds • Conducts all levels of inspections • Assists in all aspects of repair and maintenance work • Makes bus assignments (if needed) • Maintains a safe working environment and adheres to all safety policies and procedures • Makes road calls • Tire changes and repairs • Brake relines • Driver reported defects • Supervises bus-washing activities
PTASP Administrator	**Jeffrey Burns, Grants and Contracts Compliance Administrator**	Ensure coordinated development and implementation of the PTASP	• Promotes safety awareness throughout the organization • Ensures safety documentation is current and accessible to all employees • Monitors effectiveness of corrective actions • Provides periodic reports on safety performance • Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters • Ensures that safety management has a high priority throughout the organization

APPENDIX B

CARTA
SAFETY ASSESSMENT AND SYSTEM REVIEW

Complete this form semi-annually to identify potential safety hazards. It is imperative that completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

Completed by: Jeffrey Burns	**Date:** April 20, 2020

SECTION	REVIEW QUESTIONS	YES	NO	N/A
Safety Policies:	• Are all safety policies up to date and reviewed?	☑	☐	☐
	• Is a Public Transit Agency Safety Plan (PTASP) or any other System Safety Plan written for the transit system?	☑	☐	☐
	• Is the Drug and Alcohol Policy current and up to date?	☑	☐	☐
New Hire Employee Files:	• Was there a structured interview conducted and documented?	☑	☐	☐
	• Is the applicant asked the questions relating to previous experience with drug and alcohol testing?	☑	☐	☐
	• Is the offer of employment documented in writing?	☑	☐	☐
	• Is there a pre-employment drug screen?	☑	☐	☐
	• Is there a pre-employment physical exam?	☑	☐	☐
	• Are safety sensitive responsibilities outlined in the job description?	☑	☐	☐
	• Is there a completed Substance Abuse Policy and Drug Free Workplace Policy Acknowledgement form?	☑	☐	☐
	• Is there a Current Policies and Procedures Acknowledgement Form?	☑	☐	☐
Post Hire Employee Files:	• Is a current employee roster available?	☑	☐	☐
	• Are the employee files maintained by the transit system? *As maintained by our Operating Contractor*	☑	☐	☐
	• Do existing employee files contain:			
	➢ Background check?	☑	☐	☐
	➢ Previous employer request form?	☑	☐	☐
	➢ Verification of current driver's license and CDL?	☑	☐	☐
	➢ Current MVR?	☑	☐	☐
	➢ PARS Reports?	☐	☐	☑
	➢ Current copy of physical exam certificate?	☑	☐	☐
	➢ Signed Substance Abuse Policy Acknowledgement?	☑	☐	☐
	➢ Drug and Alcohol Testing Record with COC and authorization forms?	☑	☐	☐
	➢ Record of annual supervisor ride checks and evaluations?	☑	☐	☐
Education and Training:	• Are operator certifications current and up to date?	☑	☐	☐

	• Have managers completed Safety Management Systems (SMS) training?	☐	☑	☐
	• Are employees familiar with OSHA topics, including:			
	➢ Hazard Communication?	☑	☐	☐
	➢ Emergency Action Planning?	☑	☐	☐
	➢ Bloodborne Pathogens?	☑	☐	☐
	➢ Lockout/Tagout?	☑	☐	☐
	➢ Personal Protective Equipment (PPE)?	☑	☐	☐
	➢ Injury Prevention Planning?	☑	☐	☐
	• Have all safety sensitive employees received Drug and Alcohol Training?	☑	☐	☐
	• Do new mechanics receive classroom training?	☑	☐	☐
	• Do existing mechanics receive ongoing training?	☑	☐	☐
Safety Meetings:	• Is there an active Safety Committee at the transit agency?	☑	☐	☐
	• Are safety meetings held on a regular basis?	☑	☐	☐
	• Are safety meetings and sign in sheets documented, with ~~publically~~ posted agendas and minutes?	☑	☐	☐
	• Do senior managers attend safety meetings?	☑	☐	☐
	• Do vehicle operators attend safety meetings?	☑	☐	☐
	• Do mechanics attend safety meetings?	☑	☐	☐
Incident and Accident Investigation Procedures:	• Are policies in place dictating which incidents are reported and which are not?	☑	☐	☐
	• Are incident report forms kept on board the vehicle?	☑	☐	☐
	• Are accident reports completed for all situations?	☑	☐	☐
	• Are incident/accident reports used as pre-accident training material?	☑	☐	☐
	• Are incident/accident reports used as post-accident training material?	☑	☐	☐
	• Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?	☑	☐	☐
	• Are complaint forms kept on all vehicles?	☐	☑	☐
	• Are all operators provided with safety vests on their vehicles?	☑	☐	☐
	• Are incident/accident photos taken?	☑	☐	☐
Substance Abuse:	• Is there a current and updated Drug and Alcohol Policy?	☑	☐	☐
	• Do all staff members understand the Drug and Alcohol Policy?	☑	☐	☐
	• Is random testing being completed?	☑	☐	☐
	• Is reasonable suspicion testing being completed?	☑	☐	☐
Facility and Shop Inspections:	• Are monthly facility inspections conducted as scheduled?	☑	☐	☐
	• Are facility inspection forms completed properly?	☑	☐	☐
	• Are unsafe conditions or acts, regarding the facility corrected and documented?	☑	☐	☐
	• Are fire extinguishers up to date with annual servicing requirements?	☑	☐	☐

	• Are fire extinguishers inspected on a monthly basis?	☑	☐	☐
	• Are routing inspections of the fire extinguishers documented?	☑	☐	☐
	• Are eye wash stations available with unobstructed access?	☑	☐	☐
	• Are eye wash stations inspected on a scheduled basis?	☑	☐	☐
	• Is machine guarding in place?	☑	☐	☐
	• Are batteries stored safely?	☑	☐	☐
	• Are all containers marked with the contents clearly identified?	☑	☐	☐
	• Are floors clear of tripping hazards?	☑	☐	☐
	• Are hazardous materials stored safely?	☑	☐	☐
	• Are emergency exits clearly marked?	☑	☐	☐
	• Are lights out?	☑	☐	☐
	• Are jack stands available for use?	☑	☐	☐
	• Are jack stands used whenever a vehicle is elevated on a lift?	☑	☐	☐
	• Is a lock out tag out program in place?	☑	☐	☐
Asset Management (Vehicles):	• Is a current and updated list of vehicles readily available?	☑	☐	☐
	• Is all maintenance activity completed on vehicles tracked?	☑	☐	☐
	• Is a regular maintenance schedule written and followed?	☑	☐	☐
	• Are work order forms, service order forms and parts requested documented?	☑	☐	☐
	• Are vehicle inspection forms completed on a regular basis and available?	☑	☐	☐
	• Are habitual maintenance issues reported to SCDOT?	☑	☐	☐
	• Are maintenance issues analyzed and used to forecast future vehicle needs?	☑	☐	☐
	• Are maintenance issues analyzed and used to identify potential hazards and evaluated in a Risk Assessment Matrix (RAM)?	☑	☐	☐
	• Are pre-trip inspection forms completed daily?	☑	☐	☐
	• Are post-trip inspection forms completed daily?	☑	☐	☐

Comments:

APPENDIX C

CARTA
FACILITY SAFETY and SECURITY ASSESSMENT

Complete this form semi-annually to identify potential safety hazards. It is imperative that the completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

Completed by: Jeffrey Burns, Grants and Contracts Compliance Administrator	**Date:** April 20, 2020

SECTION	REVIEW QUESTIONS	YES	NO	N/A
Buildings and Facility Grounds:	• Are facility grounds randomly and frequently patrolled?	☑	☐	☐
	• Are daily security sweeps conducted?	☐	☑	☐
	• Are smoke/fire/carbon monoxide detectors provided and working?	☑	☐	☐
	• Are distribution and number of keys known and controlled?	☑	☐	☐
	• Are all keys labeled as "DO NOT DUPLICATE"?	☑	☐	☐
	• Are all unoccupied areas locked and secured?	☑	☐	☐
Lighting:	• Is entire perimeter of facility properly illuminated?	☑	☐	☐
	• Is lighting mounted at approximately second story level?	☑	☐	☐
	• Are lights provided over all entrance doors?	☑	☐	☐
	• Is lighting provided in staff parking areas?	☑	☐	☐
Entrance Doors and Windows:	• Are all doors:			
	➢ Built of commercial grade with metal framing?	☑	☐	☐
	➢ Outside hinges hidden and protected from vandalism?	☑	☐	☐
	➢ Provided with a commercial grade, one-sided lock?	☑	☐	☐
	➢ Provided with push "panic" bar releases?	☑	☐	☐
	➢ In case of breakage or opening are all windows and doors connected to a central station alarm?	☐	☐	☑
Electronic Surveillance:	• Is the entire perimeter of facility protected by a CCTV system?	☑	☐	☐
	• Is this system monitored by management and/or a security company?	☑	☐	☐
	• Is this system always on or activated by motion sensors?	☑	☐	☐
Non-Employee Access:	• Is access restricted to persons without proper credentials and clearance?	☑	☐	☐
	• Are supply deliverers required to show proper I.D. and sign-in a log book?	☑	☐	☐
	• Are all non-employees accompanied and/or observable at all times?	☑	☐	☐

Surrounding Environment:	• Are there other non-City/County buildings connected to the facility that may be vulnerable to unauthorized entry to City/County property?	☐	☐	☑
	• Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack?	☑	☐	☐
	• Are all outdoor storage areas adequately lighted and secured?	☑	☐	☐
Material Storage:	• Are all hazardous and flammable materials properly identified?	☑	☐	☐
	• Are all materials properly labeled, stored, and secured?	☑	☐	☐
Forms and Written Plans:	• Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone?	☐	☑	☐
	• Is a Chain of Command and emergency call list prominently displayed?	☐	☑	☐
	• Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone?	☐	☑	☐
Evacuation Plan/Procedures	• Are there evacuation plans for this facility?	☑	☐	☐
	• Are staff members trained on this plan?	☑	☐	☐
	• Are assembly areas and alternate assembly areas identified, validated and coordinated with the County Emergency Management Office?	☐	☑	☐
	• Have the primary and alternate assembly areas, evacuation sites, and evacuation routes been verified and coordinated with all appropriate agencies?	☑	☐	☐
	• Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate?	☑	☐	☐
Training:	• Is an orientation program in place for each new staff member?	☑	☐	☐
	• Do all staff members receive safety and security training appropriate to their position and level of responsibility?	☑	☐	☐
	• Are periodic safety and security training and briefings completed with staff?	☑	☐	☐
	• Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures?	☐	☑	☐
Administrative Procedures:	• Is a record of emergency data on file for each staff?	☑	☐	☐
	• Have incident reporting format and procedures been established and staff briefed on them?	☑	☐	☐
	• Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/County department?	☑	☐	☐
	• Are background checks conducted and verified on all prospective new hires?	☑	☐	☐
Cash Handling and Transfer:	• Has a secure method for receipt, transfer and storage of cash been established and have appropriate staff members been trained on them?	☑	☐	☐
	• Is cash transported by at least two individuals with cash divided between them?	☐	☐	☑
	• Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables?	☑	☐	☐

Fire and Electrical Safety:	• Are fire extinguishers installed in all appropriate locations?	☑	☐	☐
	• Are smoke and heat detectors installed, at least one on each floor?	☑	☐	☐
	• Is a first aid kit present and maintained?	☑	☐	☐
	• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?	☑	☐	☐
	• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?	☑	☐	☐
	• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?	☑	☐	☐
	• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?	☑	☐	☐

APPENDIX D - SRM MATRIX and WORKBOOK

The tabs in this workbook relate to Section 2.3 – Risk Mitigation. The workbook contains the following:

SRM-SA Terms

Terms used in SRM and SA processes.

Safety Risk Management (SRM) Risk Register

Risk register, used to associate identified hazards (and existing mitigations) that are being tracked to their associated risk level, as determined by CARTA. Includes columns for planned implentation dates for proposed mitigations, department(s) responsible for mitigation implementation, and contact person(s).

Safety Assurance (SA) Tracker

Hazard tracker, used to track identified hazards and mitigations as determined CARTA. Includes columns for safety performance targets impacted, department(s) responsible for mitigation implementation, and the means by which a hazard/mitigation is being monitored.

Severity Matrix

Matrix for rating severity; includes criteria for each rating.

Likelihood Matrix

Matrix for rating likelihood/freqeuency; includes practical examples for each rating.

Risk Assessment Matrix

Combined severity/likelihood matrix, used by CARTA to assess each identified hazard for its risk to the transit system.

With respect to prioritization of safety risk mitigations, the process and criteria for determining the level of safety risk associated with each hazard is outlined on the Plan. The included matrices present the framework used to formalize the process, as suggested in FTA's Sample Safety Risk Assessment Matrices for Bus Agencies, presented at https://www.transit.dot.gov/regulations-and-guidance/safety/public-transportation-agency-safety-program/sample-safety-risk

SAFETY RISK MANAGEMENT / SAFETY ASSURANCE - GUIDE TO TERMS		
ELEMENT	**DESCRIPTION**	**EXAMPLE**
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilites, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.	The hazard in FTA's participant guide scenario is the out of calibration wheel balancer.
Type of Hazard	Classification used to help organize identified hazards to support an agency's data management and hazard prioritization activities. The three (3) main types of hazards include: Organizational (shortcomings in the organizational processes), Technical (the condition of the equipment, facilities, and infrastructure), and Environmental (the natural environment).	FTA's example hazard in the scenario is a technical hazard, as it pertains to an agency's equipment, rolling stock, infrastrucure, and facilities.
Identification date	The date the hazard was identified though agency means. This information can be used for evaluating the effectiveness of safety risk management activities by providing a starting point to see how long the agency takes to analyze and mitigate the hazard.	
Identification source	How the hazard was identified. This information can provide insight into the effectiveness of the safety data sources available to the agency and can help identify items for improvement.	In FTA's scenario, the hazard was identified by a safety specialist upon reviewing the Safety Event Investigation
Date of analysis	The date the hazard was analyzed. This information can be used for evaluating the efficiency of the analysis process and determine if certain hazards are more challenging to analyze than others.	
Worst credible potential consequence(s)	The effect of a hazard involving injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.	The worst credible potential consequence for the hazard in FTA's scenario is a collision resulting in death, permanent injury, or destruction of property, with damage (losses over
Existing mitigations (hard or soft)	The controls already exisiting within the agency to mitigate the potential consequence(s) of the hazard.	**Pre-Trip Inspection:** Bus operators are required to check tires for excessive wear as part of their pre-trip inspection. **Routine Bus Maintenance and Inspections:** Tires are inspected and replaced as part of the agency's regular maintenance and inspection program. **Wheel Balancer Calibration:** SOP governs the calibration of the wheel balancer.
Severity of consequences	Quantified effect of the potential consequence(s) of the hazard in the delivery of transit services and/or supporting activities, taking into account existing mitigations.	In FTA's scenario, the severity was identified by looking at historical data from the agency.
Likelihood of consequences	Quantified probability that the potential consequence(s) of the hazard materialize, taking into account existing mitigations. Calendar days, weeks, months, years, or decades are often used as time periods to support assessments of likelihood in safety risk assessment.	
Safety risk index	Tolerability of the potential consequence(s) of the hazard, taking into account existing mitigations. It is the primary parameter for deciding priorities in the allocation of resources.	Combining the likelihood and severity of the potential consequence results in a risk rating.
Further Mitigation action	Additional controls that the agency needs to incorporate to mitigate the potential consequence(s) of the hazard if the safety risk exceeds tolerability criteria.	

Revised safety risk index	Safety risk index that meets the tolerability criteria, following incorporation of additional controls to mitigate the potential consequence(s) of the hazard.	
Revised safety risk index date	The date the revised safety index was determined. This information can be used to evaluate the efficiency of the analysis process and determine if certain hazards are more challenging to analyze than others.	
Department responsbile for mitigation	Agency department (or other subdivision) taksed with the implementation of the additional controls to mitigate the potential consequence(s) of the hazard.	
Estimated implementation date	The date the mitigation(s) are expected to be implemented. This information is used to track the completion of mitigations and identfiy any potential resources or other concerns.	
Contact person	Primary point of contact within the department responsible for mitigation with other departments involved in safety risk management.	
Consequence	Effect of the hazard in the delivery of tranist services and/or supporting activities, carried over from safety risk management section.	
Safety performance indicator (SPI)	Parameter selected to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
Safety performance indicator (SPI) value	Quantification of the parameter selected to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
Safety performance target	Projected improvement over the SPI value resulting from the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
Timeframe	Information for evaluating the effectiveness of safety performance monitoring and measurement activities.	
Monitoring means	Resources and activities to monitor and measure the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	
Department responsbile for monitoring mitigation effectiveness	Agency function primarily tasked with monitoring and measuring the effectiveness of the additional controls incorporated to mitigate the potential consequence(s) of the hazard.	

SAFETY RISK MANAGEMENT - RISK REGISTER for CARTA PTASP

HAZARD			IDENTIFICATION		Date of Analysis	Worst Credible Potential Consequence(s)	Existing Mitigations	CONSEQUENCES		Safety Risk Index	Further Mitigation Action	REVISED SAFETY RISK INDEX		Department Responsible for Mitigation	Estimated Implementation Date	Contact Person
ID	Hazard	Type	Date	Source				Severity	Likelihood			Revised Index	Date			
	Out of calibration wheel balancer	Technical (equipment)		Safety Event Investigation Report		Collision resulting in death, permanent injury, or destruction of property (losses over $1,000,000)	Pre-trip inspection; routine inspection and maintenance; wheel balancer inspection and calibration	1-Catastrophic	C-Occasional	1C-High; Unacceptable - action required; must be mitigated or eliminated	Develop and implement a maintenance equipment calibration audit program; revise tire inspection procedure	1E-Low; Acceptable - acceptable with management review				

SAFETY ASSURANCE TRACKER for CARTA PTASP

ID	HAZARD Hazard	Type	Consequence	SAFETY PERFORMANCE Indicator	Value	Target	Timeframe	Mitigations	Monitoring Means	Department Responsible for Monitoring Mitigation
	Out of calibration wheel balancer	Technical (equipment)	Collision resulting in death, permanent injury, or destruction of property (losses over $1,000,000)	Tire failure rate	Annual rate of tire failures (in VRM)	1 tire failue in 10,800,00 VRMs per year	90 days	Develop and implement a maintenance equipment calibration audit program	Record review, workplace observation	
							180 days	Revise tire inspection guidelines to include condemning limits for patch wear	Document review, workplace observation, inspections	

Safety Risk Assessment Matrix		
Severity Categories		
Description	**Severity Category**	**Criteria**
Catastrophic	**1**	Could result in one or more of the following: Death Multiple serious injuries requiring hospitalization Irreversible environmental impact Monetary loss equal to or exceeding $1,000,000
Critical	**2**	Could result in one or more of the following: Serious injury requiring hospitalization Reversible significant environmental impact Monetary loss equal to or exceeding $250,000 but less than $1,000,000
Marginal	**3**	Could result in one or more of the following: Injury requiring medical treatment beyond first aid that may result in one (1) or more lost work day(s) Reversibe moderate environmental impact Monetary loss equal to or exceeding $10,000 but less than $250,000
Negligible	**4**	Could result in one or more of the following: Injury requiring first aid Minimal environmental impact Monetary loss less than $10,000

Likelihood Levels			
Description	**Level**	**Individual item**	**System or Vehicle Fleet**
Frequent	**A**	Likely to occur often in the life of an item.	Continuously experienced. Potential consequence may be experienced more than once in 40,000 vehicle revenue miles (VRM).
Probable	**B**	Will occur several times in the life of an item.	Will occur frequently. Potential consequence may be experienced once per 40,000 to 480,000 VRM.
Occasional	**C**	Likely to occur sometime in the life of an item.	Will occur several times. Potential consequence may be experienced once per 480,000 to 4,800,000 VRM.
Remote	**D**	Unlikely, but possible to occur in the life of an item.	Unlikely but can reasonably be expected to occur. Potential consequence may be experienced once per 4,800,000 to 14,400,000 VRM.
Improbable	**E**	So unlikely, it can be assumed occurrences may not be experienced in the life of an item.	Unlikely to occur, but possible. Potential consequence may be experienced less than once per 14,400,000 VRM.

Sample Safety Risk Assessment Matrix

Risk Assessment Matrix				
Severity / **Likelihood**	**Catastrophic** **1**	**Critical** **2**	**Marginal** **3**	**Negligible** **4**
Frequent - A	HIGH - 1A	HIGH - 2A	HIGH - 3A	MEDIUM - 4A
Probable - B	HIGH - 1B	HIGH - 2B	MEDIUM - 3B	MEDIUM - 4B
Occasional - C	HIGH - 1C	MEDIUM - 2C	MEDIUM - 3C	LOW - 4C
Remote - D	MEDIUM - 1D	MEDIUM - 2D	LOW - 3D	LOW - 4D
Improbable - E	LOW - 1E	LOW - 2E	LOW - 3E	LOW - 4E

APPENDIX E

CARTA HAZARD ASSESSMENT LOG

This form provides a record of identified hazards and actions taken to eliminate or mitigate the associated risks. The recommended action should be associated with a specified individual (i.e. a supervisor, manager, or front-line personnel), and must include a target date for completion. As a rolling log, entries for identified hazards and their associated mitigations should never be removed, even after required action(s) is completed. Any related forms, logs, or records should be retained permanently.

Completed by: INSERT REVIEWER NAME	**Last Updated: INSERT DATE**

Risk Type	Risk Description	Current Measures to Reduce Risk	Risk Rating Likelihood	Risk Rating Severity	Risk Rating Value (Likelihood x Severity)	Further Action Required to Reduce Risk	Staff Responsibility
Human Error	Non-compliance with agency maintenance protocol	• Minimum competency requirements • Effective safety culture in agency (maintenance department) • Effective task planning • Availability of procedures • Procedure reviews and simplification into tasks • Recurrent training	5	4	20	• Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance	• Safety Assurance • Line Manager • Maintenance Manager
		•				•	•
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APPENDIX F

CARTA PRIORITIZED SAFETY RISK LOG

This form is used to organize identified safety risks facing CARTA. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates.

Completed by: INSERT REVIEWER NAME	**Last Updated: INSERT DATE**

Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	Status
1	Non-compliance with agency maintenance protocol	• Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance	•	• Safety Assurance • Line Manger • Maintenance Manager	• Begin January 2020 • Complete August 2020	Open
2		•	•	•	•	
3		•	•	•	•	
4		•	•	•	•	
5		•	•	•	•	
6		•	•	•	•	
7		•	•	•	•	
8		•	•	•	•	
9		•	•	•	•	
10		•	•	•	•	

APPENDIX G
CARTA
SAFETY PERFORMANCE MATRIX

This form allows CARTA to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

Completed by: Jeffrey Burns	**Last Updated:** June 4, 2020

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES CARTA will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.			
OBJECTIVE/OUTCOME	**METRICS**	**BASELINES**	**TARGETS**
Reduce the number of reportable fatalities	Total number of reportable fatalities	CY 2019 - Zero	Zero
	Rate of reportable fatalities per 1,000,000 passenger trips	CY 2019 – Zero/1,000,000 passenger trips	Zero/1,000,000 passenger trips
Reduce the number of reportable injuries	Total number of reportable injuries	CY 2019 - 6	5 / Year
	Rate of reportable injuries per 1,000,000 passenger trips	CY 2019 – 2.016	2.0
Reduce the number of reportable safety events	Total number of reportable safety events	50	30
	Rate of reportable safety events per 1,000,000 passenger trips	CY 2019 – 16.72	10
Reduce mean distance between major mechanical failures	Average distance between major mechanical failures	18,000 miles	18,000 miles
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards	Number of safety audits, inspections, or assessments completed per specified period of time	4	5
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	95%	95%
GOAL 2: CULTURE CARTA will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.			
OBJECTIVE/OUTCOME	**METRICS**	**BASELINES**	**TARGETS**
Establish regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel	Number of meetings per year	4; 10 with Operators	4 per year
Develop and promote a Non-Punitive Reporting Policy	100 percent of staff receiving Non-Punitive Reporting Policy	100 percent	100 percent
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	Number of near miss occurrences/incidents reported per year	49 per year	30 per year
Increase safety material distributed amongst employees and the general public	Number of manuals, brochures, posters or campaigns distributed per year	10 per year	12 per year