

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SIXTH AMENDMENT TO AGREEMENT FOR
TRANSIT OPERATIONS AND SERVICES BETWEEN FORT BEND
COUNTY AND FIRST TRANSIT, INC. PURSUANT TO RFP 18-057**

THIS SIXTH AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and First Transit, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Transit Operations and Services on March 26, 2019 pursuant to RFP 18-057, (hereinafter "Agreement"), as amended by documents executed on July 7, 2020 (hereinafter "Amendment"), July 28, 2020 (hereinafter "Second Amendment"), September 22, 2020 (hereinafter "Third Amendment"), January 5, 2021 (hereinafter "Fourth Amendment"), and July 12, 2022 (hereinafter "Fifth Amendment"); and

WHEREAS, the parties would like to make the following changes to the Agreement and incorporate them into the Agreement as though written therein verbatim.

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Pricing Sheet attached as Exhibit C to the Original Agreement shall be replaced with the attached Revised-Pricing Sheet attached hereto as Exhibit "A" with prices to be in effect starting October 1, 2023.
2. **Compensation and payment.** Contractor's fees shall be calculated at the rates set forth in Exhibit A. The Maximum Compensation for contract services under this Amendment is One Million Five Hundred Sixty-Nine Thousand Six Hundred Twenty Dollars and 88/100 (\$1,569,620.88). In no case shall the amount paid by County under this Amendment exceed the Maximum Compensation without an approved change order.
3. **Limit of Appropriation.** Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Thirty-Two Million Five Hundred Ninety-Three Thousand Nine Hundred Ninety Dollars and 88/100 (\$32,593,990.88) specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the

total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Thirty-Two Million Five Hundred Ninety-Three Thousand Nine Hundred Ninety Dollars and 88/100 (\$32,593,990.88).

4. **Federal Clauses.** Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms attached hereto as Exhibit B and incorporated herein by reference.

Except as provided herein, all terms and conditions of the Agreement and any subsequently executed amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

{Execution Page Follows}

FORT BEND COUNTY

FIRST TRANSIT, INC

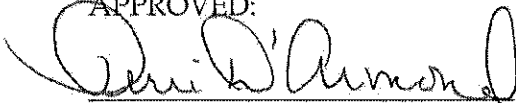
KP George

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



Perri D'Armond, Director,
Fort Bend County Public Transportation

DocuSigned by:

Susan M. Sweat

B22EB665466E441...

Authorized Agent - Printed Name

Susan M. Sweat

DocuSigned by:

Mathieu Le Bourhis

670D1870222B41D...

Mathieu Le Bourhis

COO

CFO

Title

10/13/2023

Date

10/13/2023

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Revised Pricing Sheet

Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information you feel pertinent to your bid. You must also include the methodology used to arrive at your rates. Attach additional sheets as necessary. (NOTE: The gray shaded cells contain formulas that will automatically calculate.)		Three Month Total	3 month annualized
		09/1/2015-11/30/2015	
OPERATIONS LABOR			
Vehicle Operators (\$16.00 per hour)	\$	572,041.04	\$ 2,288,164.14
Safety and Training	\$	15,529.50	\$ 62,118.00
Field Supervision	\$	11,471.46	\$ 45,885.84
Dispatchers	\$	32,193.16	\$ 128,772.64
General Manager	\$	31,333.44	\$ 125,333.76
Operations Manager	\$	16,125.00	\$ 64,500.00
Scheduler	\$	-	\$ -
Reservationist	\$	-	\$ -
Payroll Taxes	\$	59,881.08	\$ 239,524.33
Worker's Compensation	\$	45,807.49	\$ 183,229.95
Subtotal: Operations Labor	\$	784,382.16	\$ 3,137,528.65
MAINTENANCE LABOR			
Mechanics	\$	75,694.19	\$ 302,776.76
Supervisors/Foreman	\$	23,448.67	\$ 93,794.67
Maintenance Clerk	\$	37,602.07	\$ 150,408.27
Payroll Taxes	\$	11,535.74	\$ 46,142.95
Worker's Compensation	\$	7,796.09	\$ 31,184.36
Subtotal: Maintenance Labor	\$	156,076.75	\$ 624,307.00
MAINTENANCE			
Vehicle Parts	\$	47,624.27	\$ 190,497.10
Tires	\$	20,290.47	\$ 81,161.90
Fluids	\$	10,545.76	\$ 42,183.03
Shop Supplies	\$	4,966.89	\$ 19,867.57
Tools and Equipment	\$	2,510.95	\$ 10,043.81
Fleet License/Inspection	\$	-	\$ -
Subtotal: Maintenance	\$	85,938.35	\$ 343,753.41
OTHER OVERHEAD			
Uniforms	\$	4,169.44	\$ 16,677.75
Recruiting	\$	8,522.75	\$ 34,091.00
Background/Driving Records	\$	539.47	\$ 2,157.88
Training	\$	595.55	\$ 2,142.20
Drug Testing	\$	1,850.83	\$ 7,403.30
Subtotal: Other Overhead	\$	15,618.03	\$ 62,472.13
ADMINISTRATION			
General & Administrative Staff	\$	40,758.41	\$ 163,033.65
Payroll Taxes	\$	1,927.92	\$ 7,711.69
Worker's Compensation	\$	1,423.44	\$ 5,693.77
Other Benefits	\$	63,309.04	\$ 253,236.14
Administrative Materials/Supplies	\$	185,988.98	\$ 743,955.91
Subtotal: Administrative Costs	\$	293,407.79	\$ 1,173,631.16
INSURANCE			
Auto Insurance (Revenue Fleet Only)	\$	224,943.43	\$ 899,773.73
General Liability	\$	7,848.10	\$ 31,392.42
Performance Bond	\$	1,406.25	\$ 5,625.00
Subtotal: Insurance	\$	234,197.79	\$ 936,791.15
COST SUMMARY			
Subtotal: Operations Labor	\$	784,382.16	\$ 3,137,528.65
Subtotal: Maintenance Labor	\$	156,076.75	\$ 624,307.00
Subtotal: Maintenance	\$	85,938.35	\$ 343,753.41
Subtotal: Other Overhead	\$	15,618.03	\$ 62,472.13
Subtotal: Administrative Costs	\$	293,407.79	\$ 1,173,631.16
Subtotal: Insurance	\$	234,197.79	\$ 936,791.15
TOTAL COSTS USING FBC OWNED VEHICLES	\$	1,569,620.88	\$ 6,278,483.51
ADD: CONTRACTOR VEHICLE COSTS			\$ -
TOTAL BASE HOURS COSTS USING CONTRACTOR OWNED VEHICLES	\$	1,569,620.88	\$ 6,278,483.51
DEMAND RESPONSE/POINT DEVIATION (MINI-VAN OR 16 PASSENGER BUS) - BASE			
Est Service Hours: Demand Response/Point Deviation		17,388	69,552
# of FBC Vehicles - Demand Response/Point Deviation		38	38
Est Service Hours: County Vehicle			
Est Service Hours: Contractor Vehicle			
# of Contractor Vehicles - Demand Response/Point Deviation			
FBC Vehicle - Cost Per Service Hour	\$	66.37	\$ 66.37
Contractor Vehicle - Cost Per Service Hour			
COMMUTER (32 or 42 PASSENGER BUS) - BASE			
Est Service Hours: Commuter		6,260	25,041
# of FBC Vehicles - Commuter		35	35
Est Service Hours: County Vehicle			
Est Service Hours: Contractor Vehicle			
# of Contractor Vehicles - Commuter			
FBC Vehicle - Cost Per Service Hour	\$	66.37	\$ 66.37
Contractor Vehicle - Cost Per Service Hour			

EXHIBIT B

Federal Clauses

FEDERAL TERMS AND CONDITIONS:

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier, unless a particular award term or condition specifically indicates otherwise.

1. Access to Records and Reports.

The Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement 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. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until County, 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.

2. Breaches and Disputes.

The following clause only applies to contracts or subcontracts of \$50,000 or more.

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded

an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

The requirement to seek mediation may be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

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

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

Contractor shall place this clause in all subcontracts for more than the small purchase threshold currently set at \$50,000 by the County, to address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

3. Change Orders.

Verbal change orders to the Agreement are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by the Contractor without first receiving written approval by the Fort Bend County Public Transportation Director or their designee properly defining and limiting any such change. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the County.

Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to County a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and the County. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by County. Any such

services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to the Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to County for the change in the scope.

4. Disadvantaged Business Enterprise (DBE).

The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of the FAST Act (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.** Contractor will facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs).

The Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

The Contractor and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable which may result in the termination of the Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

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

The Contractor is required to pay its subcontractors performing work related to the Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

The Contractor must promptly notify County whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work, and must make good faith

efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

5. Distracted Driving.

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

6. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. Duty to Report False Claims.

If the County has credible evidence that Contractor or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County must promptly notify the U.S. FTA Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

8. Energy Conservation.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The State of Texas does not have an energy conservation plan.

9. Environmental Justice.

The Contractor agrees to, and assures that it will, promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of

Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) the most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

10. Environmental Protections.

The Contractor agrees to, and assures that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

11. Federal Tax Liability

Contractor certifies that they do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

12. Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's (“Impacted Party”) control, including, but not limited to, the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice in writing within three (3) business days of the Force Majeure Event to the other party disclosing the estimated length of the delay and the cause of the delay. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following Notice given by it, the other party may thereafter terminate this Agreement upon notice.

13. Incorporation of FTA Terms.

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

14. No Government Obligation to Third Parties.

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract. The Contractor agrees to include this 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.

15. Notice to Third Party Participants.

Federal requirements that apply to the County or the Award, the accompanying Award Agreement or any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

16. Notification to FTA.

Contractor understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the County is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the federal funds used towards this Agreement, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

17. Privacy Act.

The Contractor agrees to include the following clause in each contract or subcontract where the contractor or subcontractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

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

administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

19. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities). Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or

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

20. Prompt Payment.

Under this contract, the prime contractor agrees to pay each subcontractor for satisfactory performance of its contract within 30 days from the receipt of each payment the prime contractor receives from the County. The prime contractor further agrees to full payment of retainage to each subcontractor within 30 days after the subcontractor's 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 the County. This clause applies to both DBE and non-DBE subcontracts.

21. Safe Operation of Motor Vehicles (Seat Belt).

Contractor shall encourage their employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when performing any work for this Agreement.

22. Sensitive Security Information.

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing FTA regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.