

**MEMORANDUM AND AGREEMENT FOR USE OF  
WABASH STATION**

**Between**

**CITY OF COLUMBIA, MISSOURI AND GREYHOUND LINES, INC.**

**THIS MEMORANDUM AND AGREEMENT** for the use of Wabash Station (“**Agreement**”) by and between the City of Columbia, Missouri, a constitutional charter municipality of the State of Missouri (“**City**”) and Greyhound Lines, Inc., a Corporation organized in the State of Delaware, and with authority to transact business within the State of Missouri, (“**Greyhound**”), is entered into on the date of the last signatory noted below (“**Effective Date**”). City and Greyhound are each individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

**RECITALS:**

**WHEREAS**, Greyhound requested consent from City authorizing the use of Wabash Station, 126 North Tenth (10<sup>th</sup>) Street, Columbia, Missouri 65201, described in **Exhibit A**, attached herein and made a part of this Agreement (“**City Property**”), for two (2) bus stops a day, to provide certain bus services described and depicted in **Exhibit B**, attached herein and incorporated by reference (the “**Private Services**”); and

**WHEREAS**, Greyhound understands and agrees that it is the intention of City that this Agreement does not grant a lease or an easement, and does not create any type of transferable interest in City Property for the benefit of Greyhound, and does not subordinate City’s use of the property to Greyhound; and

**WHEREAS**, City and Greyhound desire to provide for the terms and conditions under which such Agreement may be entered for Greyhound to use such City Property.

**NOW THEREFORE**, this Agreement is entered subject to the following conditions and stipulations:

**SECTION 1. GENERAL**

**1.1 Preservation of Police Power Authority.** Any rights granted to Greyhound pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public with which Greyhound may be required to comply.

**1.2 Agreement Subject to Provisions of City Code.** Greyhound agrees as a part of this Agreement to abide by applicable provisions of the City of Columbia’s Code of Ordinances, and to be subject to the enforcement by the City as provided therein.

## **SECTION 2. GRANT OF AUTHORITY TO USE THE CITY PROPERTY**

**2.1 Nature of Rights Granted by this Agreement.** This Agreement shall not convey title to Greyhound, equitable or legal, in the City Property, and gives only a right to occupy and use City Property for the purposes and for the period stated in and subject to the requirements of this Agreement. This Agreement shall not grant the right to use facilities owned or controlled by the City or a third-party without the separate consent of the City or such third-party owning or controlling the facilities, nor shall it excuse Greyhound from obtaining appropriate access or agreements before locating on facilities controlled or owned by the City or a third-party.

**2.2 Grant.** Greyhound is hereby granted the nonexclusive right to conduct the Private Services on, through and along the City's Property described in **Exhibit A** of this Agreement, rest rooms, common areas and other areas of the City's Property that may be reasonably necessary for Greyhound's business operations thereon, subject to the terms and conditions of this Agreement. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the City Property for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. The City may revoke this Agreement at will, at any time, for any reason or no reason at all, subject to notice of such revocation. As a condition of this grant, Greyhound is required to obtain and maintain any permit, license certification, grant, registration or any other authorization required by any appropriate governmental entity, including but not limited to the City.

**2.3 Use of City Property; Police Powers; Greyhound's Use Subordinate.** Greyhound shall conduct its Private Services in accordance with all applicable federal, state, and local laws, codes and ordinances, including all permit requirements, in effect as of the Effective Date or adopted after the Effective Date. The use of the City Property authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same, and Greyhound shall be limited to such uses as have been expressly granted to Greyhound by the City.

**2.4 No Interference.** Greyhound shall conduct its Private Services with minimum interference with City's use of the City Property and so as not to materially interfere with other users of the City Property.

**2.5 Greyhound Responsible for Costs.** Greyhound shall be responsible for all reasonable, actual, and documented costs incurred by the City that are directly associated with Greyhound's operation of its Private Services on the City Property that are not otherwise accounted for as part of this Agreement, if any; provided, however, Greyhound shall not be responsible for any costs or fees associated with water, gas, heat, light, power, trash removal, janitorial services, snow removal and/or general maintenance of City Property. Costs due to the City shall be due sixty (60) days after receipt of such invoice which accurately describes the costs incurred by the City. Greyhound acknowledges that any costs, license fees, or other compensation required herein shall in no way be deemed a tax of any kind.

### SECTION 3. TERM AND COMPENSATION

**3.1 Term.** This Agreement shall remain in effect until canceled by the City or be otherwise effective for a shorter term as set forth in **Exhibit C**, attached hereto and incorporated by reference (“**Term**”), subject to earlier termination or forfeiture as provided in this Agreement. This Agreement shall remain in effect during the Term unless terminated by either Greyhound or City, upon thirty (30) days written notice to the other.

### SECTION 4. THE PRIVATE SERVICES

**4.1 Permission Required.** This Agreement does not grant Greyhound or any of its officers, agents, or employees the right to alter, build upon, change, or damage the City Property depicted on **Exhibit A** without City consent.

**4.2 Responsibility for Private Services.** Greyhound will be responsible for all costs associated with its business and the Private Services. Greyhound shall maintain the Private Services in good working order and condition and shall not permit the Private Services to deteriorate to a state that becomes a nuisance to the public health, safety, and general welfare.

**4.3 Abandonment of Private Services.** If the Private Services are ever abandoned or removed by Greyhound for a period exceeding one hundred twenty (120) days, all rights herein granted shall cease and terminate upon thirty (30) days prior written notice to Greyhound and Greyhound shall have no further right of interest therein except that, upon abandonment, Greyhound remains responsible for all items associated with Greyhound’s Private Services left in place and any costs to remove the items associated with Private Services or to otherwise restore and/or clean up affected City Property.

**4.4 Relocation or Removal of Services.** The City may, in its exercise of the public interest, require that Greyhound, at Greyhound’s sole cost and expense, relocate Greyhound’s Private Services. The City shall give reasonable notice of such requirement to Greyhound, including the location of the proposed relocation facilities and a reasonable time to relocate Private Services to such facilities. Greyhound shall forthwith remove or relocate such services within the reasonable time provided by the City in its written notice. The cost of such relocation, if any, shall be the exclusive obligation of Greyhound without expense to the City. If Greyhound declines to relocate the Private Services within the time set forth in the City’s notice, all rights herein granted shall cease and terminate and Greyhound shall have no further right of use pursuant to this Agreement.

**4.5 Protection of Public Facilities/Improvements and Restoration to the Land.** Greyhound shall be responsible for all damages to the City Property and any public facilities caused directly by Greyhound’s operation of the Private Services in, through and along the City’s Property. If Greyhound fails to repair or restore the City Property or public facilities within thirty (30) days of receipt of notice by City, after causing such damage, the City may repair or restore the City Property including any public facilities and bill Greyhound for any such

costs incurred by the City in so repairing or restoring. Greyhound shall perform all restoration and repairs in a manner consistent with standards & specifications provided by the City and to the reasonable satisfaction of the City. Greyhound shall take measures to prevent damage to any facilities or improvements on adjoining or adjacent property to the City Property. If any damage is caused by Greyhound, its employees, contractors, or agents, Greyhound shall ensure the damage to such adjoining or adjacent land or property is repaired, the land is restored and any damaged property is repaired or replaced, to the reasonable satisfaction of the property's owner.

## **SECTION 5. TRANSFER OF AGREEMENT OR SERVICES**

**5.1 Transfer of Agreement.** Greyhound shall not sell, transfer, lease, or assign this Agreement or the rights under this Agreement, in whole or in part, without obtaining the City's written consent.

## **SECTION 6. FORFEITURE OF AGREEMENT AND PRIVILEGE.**

**6.1** In case of failure on the part of Greyhound to comply with any of the provisions of this Agreement, including the provisions of the City's Code, or if Greyhound should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the City's Code, City shall provide Greyhound written notice of the neglect or failure complained of by City, and Greyhound shall have thirty (30) days to cure the violation. If Greyhound fails to cure its violation within thirty (30) days of City's written notice, then Greyhound shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate and become null and void. If the default is cured to the satisfaction of the City and Greyhound is otherwise in compliance with the Agreement then the forfeiture of the Agreement will be avoided.. Notwithstanding any provision herein, if the City Manager determines, in the Manager's sole discretion, that the public's health, safety, or welfare could be at risk, by Greyhound's use under this Agreement, the Manager may immediately terminate the Agreement and have Greyhound notified of such action. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code or as may otherwise exist at law. All remedies described in this section are cumulative and in addition to any other rights and remedies to which a party may be entitled at law, in equity or under this Agreement.

## **SECTION 7. GENERAL CONDITIONS**

**7.1 Compliance With Laws.** In performing activities and exercising its rights and obligations under this Agreement, Greyhound shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including all laws, ordinances, regulations and policies relating to construction, bonding, insurance, and use of public property. Form PC-125 known as Federal Contractors Compliance Agreement and identified as **Exhibit F** attached hereto is herein incorporated by reference. The City represents that City's Property is in compliance with all Federal and State laws and regulations, including without limitation the Americans with Disabilities Act.

**7.2 Enforcement; Attorneys' Fees.** The City shall be entitled to enforce the terms and conditions of this Agreement through all remedies lawfully available, and Greyhound shall pay the City its costs of enforcement, including reasonable attorneys' fees in the event that Greyhound is determined judicially to have violated the terms of this Agreement.

**7.3 Relationship of the Parties.** Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

**7.4 No Cause of Action Against the City.** Greyhound shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that Greyhound expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of the City to enter this Agreement; provided further that Greyhound acknowledges by its acceptance of this Agreement that it has not been induced to accept this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that Greyhound acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

**7.5 Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law pursuant to Section 537.600 RSMo.

## **SECTION 8. INDEMNIFICATION AND INSURANCE.**

**8.1** Greyhound at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Greyhound, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Greyhound may be liable, in operating or maintaining services, or in carrying on Greyhound's business or operations in the City, or out of the fact that the City entered this Agreement, the rights granted to Greyhound, or the activities performed, or failed to be performed, by Greyhound under this Agreement, or otherwise, except to the extent arising from or caused by the sole or negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the

date of expiration or termination of this Agreement for claims, causes of action, and demands that accrued during the term of this Agreement.

**8.2** Greyhound, at its sole cost and expense, hereby agrees to purchase insurance in such amounts as reasonably required by the City to protect the public for use of the City Property by Greyhound and to name the City as an additional insured. Greyhound shall provide City with a certificate of insurance evidencing compliance with the insurance requirements upon execution of this Agreement and on or before January 1 of each calendar year thereafter. Such insurance requirements shall be set forth in **Exhibit D**, attached hereto and incorporated herein by reference. The City may alter the minimum insurance requirements set forth in **Exhibit D** by giving written notice to greyhound at least ninety (90) days in advance of such change.

## **SECTION 9. NOTICE**

**9.1** Any notice, demand, consent, approval, request or other communication required or permitted to be given to either party with respect to this Agreement (collectively, "**Notice**") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

### **If Notice to City:**

City of Columbia, Missouri  
ATTN: Director of Public Works  
701 E. Broadway  
P.O. Box 6015  
Columbia, MO 65205-6015

### **With a copy to:**

City of Columbia, Missouri  
Attn: City Counselor  
701 E. Broadway  
P.O. Box 6015  
Columbia, MO 65205-6015

### **If Notice to Greyhound:**

Greyhound Lines, Inc.  
ATTN: Legal Department (V. Crabtree)  
350 North St. Paul  
P.O. Box 660362  
Dallas, TX 75201

### **With a copy to:**

Greyhound Lines, Inc.  
Attn: Ms. S. Hoogerhyde  
433 West St. Paul Avenue  
Milwaukee, WI 53203

**9.2** If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for notice by giving notice of address change to the other party in the manner for giving notice prescribed in Section 9.1.

## SECTION 10. MISCELLANEOUS

**10.1** This Agreement and all Exhibits constitute the entire understanding of the parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

**10.2** The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of *forum non conveniens*.

**10.3** This Agreement is for the benefit of the parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

**10.4** The Parties acknowledge they each have full authority to sign this Agreement and commit to the terms and conditions thereof.

**10.5** City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Greyhound agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

**10.6** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party.

**10.7** The Agreement Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

**10.8** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

### **Exhibit:**

- A Description of City Property
- B Description of Private Services
- C Term, Compensation and Additional Terms and Conditions
- D Insurance Requirements
- E Certificate of Insurance
- F Form PC-125 Federal Contractors Compliance Agreement

**10.9** This Agreement represents the entire and integrated agreement between the Parties relative to the Agreement herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Greyhound's Private Services described herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties execute the Agreement herein as of the date signed below.

CITY OF COLUMBIA, MISSOURI




By: \_\_\_\_\_  
John Glascock, City Manager

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

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_   
Nancy Thompson, City Counselor/ MDB

GREYHOUND LINES, INC.


\_\_\_\_\_

By: Sarah Hoogerhyde

Printed Name: Sarah Hoogerhyde Area Manager  
Name and Title

Date: June 17<sup>th</sup> 2021

ATTEST:

By:   
Secretary or Witness

(CORPORATE SEAL, if any)

## **EXHIBIT A**

### ***Description of City Property***

**Owner.** City of Columbia, Missouri, 701 East Broadway, P.O. Box 6015, Columbia, Missouri 65205

**Parcel Number.** 16-320-0017-001.00 01

**Property Location:** 126 North Tenth (10<sup>th</sup>) Street, Columbia, Missouri 65201

**Section/Township/Range.** 12 48 13

**Legal Description.** Columbia OT LTS 289, 290, & 291

Beginning at the SW corner of Lot 291 Original Town of Columbia; thence North along the east R/W of Tenth Street, 233.35 feet; thence East 65.0 feet; thence N 32°-29'E 325.75 feet to the intended northeast corner of Lot 352; thence East 100.15 feet; thence South 156.5 feet; thence West 54.2 feet; thence S 28°-37'W 50.0 feet; thence S 23°-11'W 55.85 feet to the east line of Lot 351 at a point 48.1 feet north of the SE corner thereof; thence South, along the east line of the Original Town of Columbia, 256.6 feet to the SE corner of Lot 289; thence West 240.0 feet to the beginning and containing 2.25 acres, according to survey executed by Engineering Surveys and Services in October 1978, recorded on Book 460 at Page 537, Records of Boone County, Missouri, together with the depot building, freight house, piggyback dock, unloading dock, scale, tracks and appurtenances thereto, located on the herein described premises.

## **EXHIBIT B**

### ***Description of Private Services***

- 1) The City will provide one (1) parking stall on the north side of the bus parking facility at Wabash Station that will be clearly marked as being for Greyhound use only with Greyhound provided signage.
- 2) The restrooms, common areas, and other areas of City's Property that may be reasonably necessary for Greyhound's Private Services shall be accessible to Greyhound's employees, agents and customers during City's normal operating hours.
- 3) The City will not engage in ticket sales for Greyhound or answer rider questions regarding schedules, pricing or service issues.
- 4) The City will not provide or allow overnight or long-term parking at Wabash Station for passengers utilizing Greyhound service.

## EXHIBIT C

### *Term, Compensation, and Additional Terms and Conditions*

- I. **Term.** The term of this Agreement shall begin on the Effective Date, and shall continue, month to month, until cancelled by the City or terminated by either Party through written notice provided at least thirty (30) days prior to the date of termination.
- II. **Compensation.** None unless otherwise specified by circumstances agreed to in this Agreement.
- III. **Additional Terms and Conditions.**
  1. **City agrees to:**
    - a. Maintain liability for the upkeep of all driveways, walks and approaches appurtenant to the premises and remain responsible for the cleanliness and safe condition of City Property at all times;
    - b. To the extent provided by law, reimburse and hold Greyhound harmless for any and all expense related to claims arising from the City's alleged negligence or failure to so maintain the appurtenant areas;
    - c. Allow Greyhound to place and maintain a suitable sign or signs designating City's Property as a bus stop of Greyhound. Greyhound shall remain responsible for any additional permits that may be required, if any;
    - d. Hold and allow Greyhound to retrieve upon termination of this Agreement any station equipment, signs or other things furnished by Greyhound;
    - e. Allow Greyhound's representative upon termination of this agreement to enter upon City Property to remove all signs and other evidence of the use of City's Property location as a bus stop of Greyhound; and
    - f. Remove from the telephone and on-line directories or any other advertising medium any listing or reference to the fact that City's Property location is used by Greyhound for a bus stop, as soon as possible upon the termination of this Agreement.
  2. **Greyhound agrees that:**
    - a. Dwell time for Greyhound's bus at City Property will be no more than ten (10) minutes or until all City buses have departed from Wabash Station.
- IV. **Prior Agreements.** This Agreement cancels any and all previous agreements between the Parties pertaining to the use of City's Property as a bus stop for Greyhound.

## EXHIBIT D

### *Insurance Requirements*

**Insurance.** Greyhound shall maintain, on a primary basis and at its sole expense, at all times during the term of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Greyhound is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Greyhound under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-IX.

- (a) Workers' Compensation & Employers Liability. Greyhound shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- (b) Commercial General Liability. Greyhound shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- (c) Business Auto Liability. Greyhound shall maintain Business Automobile Liability at a limit of not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- (d) Greyhound may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Greyhound agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- (e) The City of Columbia, its elected officials and employees are to be Additional Insured with respect to this Agreement to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the Greyhound and City. Greyhound is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy or a certificate of compliance.

- (f) Greyhound agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Greyhound to enter into an pre-loss agreement to waive subrogation without an endorsement, then Greyhound agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Greyhound enter into such an agreement on a pre-loss basis.
- (g) The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- (h) Greyhound agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the Private Services.
- (i) City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; changes in the scope of work/specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operate legally.
- (j) Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Greyhound fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.
- (k) The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Greyhound and/or their employees and/or their subcontractors under this Agreement.

**EXHIBIT E**

*Certificate of Insurance*

Exhibit E



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Greyhound Lines, Inc. 350 N Saint Paul St Dallas TX 75201 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh		19445
	<b>INSURER B:</b> AIU Insurance Company		19399
	<b>INSURER C:</b> New Hampshire Insurance Company		23841
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570087362428      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL3629887	04/01/2021	10/01/2021	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			CA1921794 AOS CA1921796 VA CA1921795 MA	04/01/2021 04/01/2021 04/01/2021	10/01/2021 10/01/2021 10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC014649556 WC014649552 WC014649553 WC014649555	04/01/2021 04/01/2021 04/01/2021 04/01/2021	10/01/2021 10/01/2021 10/01/2021 10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE-EA EMPLOYEE \$5,000,000 E.L. DISEASE-POLICY LIMIT \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Contractual Liability coverage is included under the General Liability policy. RE: Property Location: 126 North Tenth 10th Street, Columbia, Missouri 65201. City of Columbia, Missouri, its elected officials and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Columbia, Missouri in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered

<b>CERTIFICATE HOLDER</b>  City of Columbia, Missouri 126 North Tenth 10th Street Columbia MO 65201 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 570087362428





AGENCY CUSTOMER ID: 100000000112

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Greyhound Lines, Inc.	
POLICY NUMBER See Certificate Number: 570087362428			
CARRIER See Certificate Number: 570087362428	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:  
to certificate holders in accordance with the policy provisions.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

Policy No. CA 192-17-94 issued to GREYHOUND LINES, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS, BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA 192-17-94 issued to GREYHOUND LINES, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

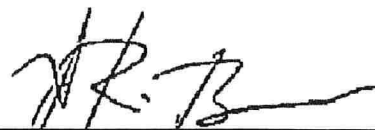
BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or

agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. GL 362-98-87 issued to GREYHOUND LINES, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

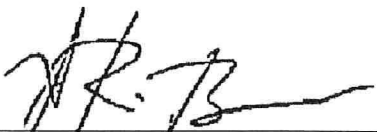
**ADDITIONAL INSURED - PRIMARY INSURANCE**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance,** is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2021 forms a part of Policy No. WC 014-64-9551

Issued to FIRSTGROUP AMERICA, INC.

By A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

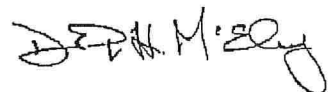
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY, OR;
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.



WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_

Authorized Representative

**EXHIBIT F**

**Form PC-125 Federal Contractors Compliance Agreement**



**ADDENDUM  
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT**

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20, -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

**I. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law. (g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable

openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-

time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

### III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to

take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, **rates** of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed **to take** affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.