

REQUEST FOR PROPOSALS (RFP) #17-7048-39

KANSAS CITY AREA TRANSPORTATION AUTHORITY
CONSTRUCTION ADMINISTRATION, TESTING AND INSPECTION FOR PROSPECT MAX BRT

Date: September 8, 2017

Contact: Kristen Emmendorfer, Procurement Manager
Kansas City Area Transportation Authority
1350 E. 17th Street
Kansas City, MO 64108

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Email: kristene@kcata.org

September 8, 2017

Subject: RFP #17-7048-39 Construction Observation, Testing and Administration Services

The Kansas City Area Transportation Authority (KCATA) is slated to begin construction during Fall 2017 along the Prospect Avenue Corridor valued at approximately \$32 million dollars. In order for our agency to provide the mandated oversight and construction administration services for the new construction projects, qualified firms capable of fulfilling the services as described in the Scope of Work are being sought to provide proposals. Attached herein is a comprehensive list of the projects to be constructed with estimated start, construction duration time, and design firm(s) currently under contract with KCATA for identified projects.

It is imperative that firms submitting understand that proposals must demonstrate and exemplify experience in managing and reporting to project owners detailed, accurate accounting of new construction mandated documentation by KCATA and the Federal Transit Administration (FTA), daily site progress, conditions and potential delays and/or activities that may impact work performance and ultimately the completion of multiple federally funded projects.

This service contract is funded by Federal Transportation Administration (FTA) grants. The Authority has set a goal of 15% participation by certified Disadvantaged Business Enterprise (DBE) firm(s) for this project. Certified DBE firms are encouraged to submit proposals as Primes or Subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at. *MBE and WBE certifications from other agencies will not be counted toward DBE participation.* For further information on this subject contact Canesha Moore, KCATA's DBE/Grants Specialist, at 816.346.0272 or cmoore@kcata.org.

A Proposal Calendar/Schedule is provided for potential proposers' use and reference. **A pre-proposal conference**, not mandatory, is set for **September 15, 2017 at 9 a.m.** Location is 1200 East 18th Street, Kansas City, Missouri in the large conference room of Howard C. Breen Building on KCATA's complex.

Questions (technical, contractual, or administrative) must be directed via email to Kristen Emmendorfer at Kristene@kcata.org by the deadline stated in the Proposal Calendar. If required, KCATA's response to these submissions will be in the form of an Addendum.

Proposals must be received with all required submittals as stated in the RFP **no later than 10:00 a.m. September 28, 2017** to:

Kansas City Area Transportation Authority
ATTENTION: Kristen Emmendorfer, Procurement Manager
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108
(816) 346-0360 -- Telephone
(816) 346-0336 -- Facsimile
Kristene@kcata.org

Proposals received after the time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive. Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of RFP closing.

No person or entity submitting a proposal in response to this RFP, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may communicate about this RFP with any KCATA employee or KCATA Commissioner until the Notice of Intent to Award is issued.

Denise Adams
Senior Manager of Procurement

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NO PROPOSAL REPLY FORM

PROPOSAL #17-7048-39

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
PROSPECT MAX CONSTRUCTION OBSERVATION, TESTING AND ADMINISTRATION
SERVICES**

To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Kristen Emmendorfer, KCATA, 1350 East 17th Street, Kansas City, MO 64108 or via fax (816) 346-0336 or via email to kristene@kcata.org.

This information will not preclude receipt of future invitations unless you request removal from the Proposer's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

____ 1. We do not wish to participate in the proposal process.

____ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

____ 3. We do not feel we can be competitive.

____ 4. We do not provide the services on which Proposals are requested.

____ 5. Other: _____

____ We wish to remain on the Proposer's list for these services.

____ We wish to be removed from the Proposer's list for these services.

FIRM NAME

SIGNATURE

SECTION 1
PROPOSAL CALENDAR

RFP Issued September 8, 2017

Pre-Proposal Conference Held for Interested Parties/ProposersSeptember 15, 2017 at 9:00 a.m.
Breen Large Conference Room located at 1200 East 18th Street

Questions, Comments and Requests for Clarifications Due to KCATA September 19, 2017 by 4:45 p.m.

KCATA's Response to Questions, Comments and Requests for Clarification (if required)..... September 22, 2017

RFP Closing..... September 28, 2017 10:00 a.m.

Interviews (Tentative and if required) October 3 and/or 4th, 2017

Contract Award (Tentative)October, 2017

For purposes of deadlines listed, the times listed are Central Daylight Time which is Kansas City, Missouri's time zone.

SECTION 2 SCOPE OF WORK

2.1 Introduction

The Kansas City Area Transportation Authority (“KCATA” or “Authority”) is the bi-state regional transit authority for the seven-county (Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas) metropolitan area. The Authority provides transit service seven days per week and provides approximately 16 million transit trips per year on Metro bus and MAX services, Share-A-Fare paratransit service, and the AdVANTage Vanpool program.

2.2 Scope of Services

- A. The Kansas City Area Transportation Authority (KCATA) is seeking an experienced and qualified firm to provide construction administration services, inspection and testing services for new construction valued at approximately 32 million dollars. The anticipated term of the awarded contract is the date of written Notice to Proceed issued to successful Proposer through December 31, 2019.
- B. This work shall be inclusive of a large, detailed set of deliverables. Due to the new construction projects named in this RFP being funded by Federal Transit Administration (FTA) grant money, it is imperative that Proposers understand the necessity of appropriate proposed staff members’ capabilities, experience with like projects of similar value and the regulatory oversight of the documentation required for these projects.
- C. Among the services to be provided by the successful proposer are the following.
 - Fulfillment of Construction Administration staffing positions to include 1 Construction Administrator, Four Construction Observers, One Construction Testing Manager, Material Testing Technicians (number TBD) and a web-based Project Document Management System;
 - Construction Observations;
 - Provision of daily documentation of construction site conditions (See Scope of Work for comprehensive list of deliverables);
 - Project Administration/Construction Administration;
 - Provision of a Web based Construction Document Management System/Training for Stakeholders and KCATA ; and
 - Quality Assurance Testing.
- D. For the Scope of Work in its entirety as submitted by KCATA’s Chief Engineer and a complete listing and description of the various tasks which will be necessary for the successful Proposer to meet the requirements of this Request for Proposals, please see **ATTACHMENT K “PROSPECT MAX BRT CONSTRUCTION, OBSERVATION, TESTING and ADMINISTRATION SERVICES – SCOPE OF WORK”**

SECTION 3 PROPOSAL INSTRUCTIONS

3.1 General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.
- B. Interested firms may submit proposals until proposal closing as listed in the Proposal Calendar in Section 1. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108 – Attention Kristen Emmendorfer, Procurement Manager.
- C. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Kristen Emmendorfer, Procurement Manager, at kristene@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- D. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- E. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews. Solicitation of Proposals does not compel KCATA to purchase services.

3.2 Reservations

- A. KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this RFP.
- B. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a cost or price and technical standpoint.

3.3 Proposer’s Responsibilities

- A. By submitting a proposal, the Proposer represents that:
 - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions;
 - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
 - 3. It is authorized to transact business in the State of Missouri.
- B. Before submitting a proposal the Proposer should make all investigations and examinations necessary

to ascertain site or other conditions and requirements affecting the full performance of the contract

3.4 Authorization to Propose

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the proposal. If a corporation makes the proposal, an authorized officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

3.5 Withdrawal & Incomplete Proposals

- A. Proposals may be withdrawn upon written request received by KCATA before proposal closing. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.
- B. Incomplete proposals may render the proposal non-responsive.

3.6 Modification of Proposals

Any proposal modifications or revisions received after the time specified for proposal closing may not be considered.

3.7 Unbalanced Proposals

KCATA may determine that an offer is unacceptable if the prices proposed are materially unbalanced. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work.

3.8 Protests

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
- B. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Senior Manager of Procurement, no later than five (5) days before the bid closing date.
- C. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA's Senior Manager of Procurement, no later than five (5) days after the bid closing date.
- D. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to KCATA's Senior Manager of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- E. KCATA's Senior Manager of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the Senior Manager of Procurement, the protester may appeal in writing to KCATA's Chief Financial Officer within five (5)

days from the date of the Senior Manager of Procurement's response.

- F. The Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Chief Financial Officer's response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer's decision is final and no further action on the protest shall be taken by the KCATA.
- G. By written notice to all parties, KCATA's Senior Manager of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- H. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- I. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

3.9 Disclosure of Proprietary Information.

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
 - 1. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"
 - 2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
 - 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

3.10 Disadvantaged Business Enterprise (DBE) Requirements

- A. It is the policy of KCATA and the United States Department of Transportation (USDOT) to that Disadvantaged Business Enterprises (DBE's) as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
 - 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 8.5 percent.*
- C. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Certified DBE firms are encouraged to submit proposals for any or all of the general service categories, or any sub-area(s). Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications from other agencies will not be considered.
- D. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
- E. **DBE Certification.** DBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications from other agencies will not be considered.
- F. **DBE Participation Credit.** DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

The following shall be credited towards achieving the goals, except as provided herein:

1. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified, and is a commercially useful function as defined by the Program.
2. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
3. Subcontractor participation with a lower tier DBE subcontractor; and
4. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain

supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.

NO CREDIT, however, will be given for the following:

1. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
2. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - a. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 - b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Proposal Format

Proposals shall be submitted as follows.

- A. The proposal package consists of three (3) volumes.
- B. The originals of volumes 1 and 2 shall be unbound. All copies of volumes 1, 2 and 3 shall be separately bound and all copies and originals shall have the RFP number and name, the offeror's identity, volume number and volume title printed on the cover page.
- C. Volumes shall be submitted in the following order:
 - a. Volume I – Cost/Price Proposal: One (1) original and one (1) copy
 - b. Volume II – Technical Proposal: One (1) original and five (5) copies
 - c. Volume III – Contractual: One (1) original of the completed signed solicitation documents to include DBE & subcontractor documents (if utilized), Receipt of Addenda form (if issued) and the documents listed in Section 4.4 below.
- D. Proposers are asked to provide a complete set (Volumes I, II and III) of their proposal documents in .PDF format on a flash/jump drive. This should be included with Volume III submittals.

4.2 Volume I - Cost/Price Proposal

- A. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- B. Detailed and summary cost proposal forms are attached as Attachment D. *Proposers are asked to submit fully loaded hourly rates, position and name of all key personnel and support staff that will be assigned to this project for its contractual term. The same information is to be provided for all subcontractors proposed.*
- C. Travel expenses, if any, must be approved in advance by KCATA and will be based on KCATA's Travel Policy for Contractors (Attachment C).
- D. The costs/prices included in the cost/price proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- E. Firms may propose pricing for additional services that are outside this Scope of Services. This pricing must be separate and identified as such, with a detailed description of the services proposed.

4.3 Technical Proposal Page Limit

- A. The technical proposal page limit is 25 pages. If a Proposer submits a proposal exceeding this limit, KCATA may consider the pages up to the allowable number and discard all subsequent pages.
- B. The following are excluded from the page count:

- Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional lists of references
 - Résumé/background information (please restrict to a maximum of two (2) pages per individual)
- C. One page is defined as one side of a single, 8-1/2 x 11” page, with 11 point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

4.4 Volume II - Technical Proposal

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA’s requirements. Each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that “standard procedures will be employed” are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

- B. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

1. Title Page

Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number and date.

2. Letter of Transmittal

The letter should be addressed to Denise Adams, Senior Manager of Procurement, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor.
- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable.
- c. Name, title, address, telephone number and email address of the contact person for the project.
- d. Briefly state the firm’s understanding of the services to be performed and make a positive commitment to provide the services as specified.

3. Experience and Qualifications of Firm and Key Personnel

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current

ownership/management.

- b. This section should demonstrate the Proposer's experience, skills and qualifications of the key personnel in the area of contract administrative services, and especially for public agencies funded with public monies/federal grants, as requested in this RFP. Describe direct experience of all staff to be assigned to KCATA's account. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.
- c. Provide resumes and references for the key personnel and discuss the unique qualifications these individuals bring to the project. Indicate whether each has worked for entities similar to KCATA and what is requested in the RFP.
- d. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable KCATA to assess the quality of the offeror's major subcontractors' past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The following information shall be included for each contract:
 - (1) Name and address of contracting entity, state or local governments agency or commercial customer;
 - (2) Contract type;
 - (3) Contract value;
 - (4) Brief description of services required under the contract, including performance location(s) and performance period;
 - (5) Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.
- e. Provide an organizational chart showing how the account will be staffed in all functional areas. Indicate how the local staff will be supported by other regional or national staff and the reporting relationships between local staff and other firm management staff, if applicable.

4. Exceptions, and Omissions

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP. Proposers should also review the sample terms and conditions (Attachment A), and identify any exceptions to the clauses included therein. **Any exceptions to the Terms and Conditions must be provided in the Proposal documents.** The Proposers submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.
- b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

5. Subcontractor Utilization Plan.

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will

perform a portion of the work.

- Company name
- Address
- Contact person and title
- Telephone number, facsimile number and email address
- Indicate if an affiliate or subsidiary of another firm and provide details
- Date business was established and number of years under present ownership/management
- Services to be performed on this project
- Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
- Provide up to five (5) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.

b. Include the following signed and dated certification statement:

“I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request.”

4.5 Volume III – Contractual

- A. Financial Condition of the Firm. Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit the firm’s most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. These documents are not required for the Subcontractors.
- B. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. Debarment
1. The Proposer must certify (Attachment I) that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.”
 2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.

3. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

D. Lobbying

1. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract (see Attachment J).
2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
3. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

E. Employee Eligibility Verification

1. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services (Attachment H).
2. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).
3. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

F. Proposer Status and Affirmative Action

1. Vendor Registration. All firms doing business with the KCATA shall complete a Vendor Registration Form (Attachment E) unless already registered with KCATA. It is the vendors' responsibility to keep a current Form on file with the KCATA Procurement Department.
2. Affirmative Action Compliance.
 - a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.

- (1) A notarized Affidavit of Civil Rights Compliance form (Attachment F).
 - (2) A completed Workforce Analysis Report Form AA1, Part 2 (Attachment G-2). A current EEO-1 may be substituted for Attachment F-2.
- b. For questions on these requirements, or for assistance in completing the forms, please contact KCATA's Senior Manager of Procurement at (816) 346-0224.
- G. Letter of Intent to Subcontract. This document (Attachment K) must be executed between the Prime and any certified DBE subcontractor.

4.6 Basis for Contract Award

- A. This is a "best value," competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent service than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

4.7 Technical Proposal Evaluation Criteria

Proposals will be evaluated by the evaluation committee on the basis of the following criteria which is listed in order of importance to the evaluation committee.

- A. Work Experience, Demonstrated Knowledge of Scope of Work and Deliverable Services and Overall Qualifications – 25 Points Total

Included in this evaluation are such matters as:

1. Experience and qualifications of the key personnel proposed in accordance with this RFP.
2. Depth of knowledge and experience of firm and personnel in areas of Construction Administration, Testing, Inspection and Required Scope of Work.
3. Success and experience in providing similar services to public sector clients with federal/public funding sources and accomplishment of quality, required deliverables met for clients.
4. Overall size of professional and support staff; office location in relation to KCATA's headquarters; and other resources available (regional and/or national).
5. The quality and value of any previous services work performed by proposer for the KCATA.
- 6.

B. Project Approach Management and Organizational Skills – 25 Points Total

Includes project management plan, firm capacity and staffing levels needed to successfully perform the required services. Also includes clarity, quality and thoroughness of the proposal content in addressing the Scope of Services and deliverables in a clear, easily understood format. Proposer's strategic plan for providing services on time, within budget and identifying the software system(s) implemented and/or intended for use to achieve deliverables.

C. Proposal Merit – 15 Points Total

Proposer shall be evaluated on their understanding of the Scope of Work/Deliverables and how well the end result to be achieved is understood and conveyed in the Proposal to KCATA. Use of succinct language, descriptions and ability to identify any services that may be beneficial and/or necessary to the completion of the Work that is not specified by KCATA.

D. Past Performance and Client References – 15 Points Total

Identify clients and the projects Proposer provided like services for on projects similar in size and value. Name the primary point of contact who may be emailed or telephoned in order for KCATA to conduct reference checks as part of analysis of Proposals received. Information provided must be accurate and current.

E. Cost Proposal – 20 Points Total

4.8 Presentations/Interviews/Written Responses

Highly-qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified.

4.9 Consultant Selection

- A. Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team(s) for this procurement and contract negotiations will begin immediately with the selected firms.
- B. If negotiations are successful, the Evaluation Committee will recommend award to the best-qualified firm(s)/team(s).
- C. Authorization for the Contractor to begin work on the project will be issued by the Procurement department upon contract execution. Any work provided by Contractor at the request of the Human Resources department prior to official notice is at Contractor's risk and may not be considered eligible for reimbursement.

ATTACHMENT A.
CONTRACT TERMS AND CONDITIONS

1. AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

2. ASSIGNMENT

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

3. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" section. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of KCATA Contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

4. BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with the terms of this Contract, such failure shall be deemed a total breach of Contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

5. CHANGES

KCATA may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractors' claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

6. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA 23 dated October 1, 2016), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

7. CIVIL RIGHTS

- A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note and as directed by Executive Order 13672, titled "Further Amendments to Executive Order 11478"). The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, sex, sexual orientation, gender identity, national origin, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.
- D.** Contractor understands that it is required to include this Article 10 in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

The Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing

work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

9. CONTRACTOR'S PERSONNEL

All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

10. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

11. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
- B. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- C. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. It is the policy of KCATA and the United States Department of Transportation (USDOT) to that Disadvantaged Business Enterprises (DBE's) as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
 - 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - 2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
 - 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 - 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 - 6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 - 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 8.5 percent.*

- C. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. KCATA's overall goal for DBE participation is 8.5 percent. **For this RFP, and its resulting contractual obligation, the DBE goal is set at 15%.**
- D. The Contractor shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- E. The Contractor may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- F. Good Cause. Good cause includes the following circumstances:
1. The listed DBE subcontractor fails or refuses to execute a written contract; or
 2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 6. The DBE subcontractor is not a responsible contractor; or
 7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 8. The listed DBE is ineligible to receive DBE credit for the type of work required;
 9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 10. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
- G. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to

respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

13. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY

The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

14. DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Senior Manager of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Senior Manager of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Senior Manager of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Senior Manager of Procurement's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder 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 KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

16. ENVIRONMENTAL REGULATIONS

- A. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report,

and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

- C. **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 Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

17. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. 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 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes 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.
- B. 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 in connection with this Contract, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. GOVERNING LAW

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

19. HEADINGS

The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, 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 Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

21. INDEPENDENT CONTRACTOR

- A. The parties agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.
- B. The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

23. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance. If copies of the required insurance policies or endorsements are not available, the Contractor shall be required to furnish certificates of insurance prior to execution of the Contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
 - 1. Contractual liability coverage is applicable; and
 - 2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self insurance in the name of the certificate holder, and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.
 - 1. **Worker's Compensation:**
 - a. State: Missouri and/or Kansas – Statutory
 - b. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident
Bodily Injury by Disease \$500,000 Each Employee

Bodily Injury by Disease \$500,000 Policy Limit

The Contractor and any subcontractor shall maintain adequate workers' compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly or related services in conjunction with this Agreement.

2. **Commercial General Liability:**

Bodily Injury and Property Damage to include Products and Completed Operations:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate (per project)
\$1,000,000 Personal and Advertising Injury
\$50,000 Fire Damage
\$5,000 Medical Expenses
2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit

The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off the KCATA premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.

4. **Professional Liability Insurance**

Professional Liability Limit: \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

Where applicable, the Contractor shall obtain professional liability insurance covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this Agreement.

Umbrella or Excess Liability

Umbrella or Excess Liability Limit: \$1,000,000 Each Occurrence
\$1,000,000 Aggregate (per project)

Where applicable, the Contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

24. LAWS AND REGULATIONS

The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work in this Contract, including those laws, codes, and regulations of the City of Kansas City, Missouri.

25. LIABILITY AND INDEMNIFICATION

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any product provided or services rendered under this Agreement.
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, directors and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
 2. In claims against any person or entity indemnified under this section, by an employee or Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.
 3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement.
 4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

26. LOBBYING RESTRICTIONS

- A. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.

- B. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

27. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Keith Sanders, KCATA's Chief Engineer, P.E, Regional Planning and Development, at (816) 346-0359 or via email at ksanders@kcata.org.
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Kristen Emmendorfer, Procurement Manager
 Kansas City Area Transportation Authority
 1350 East 17th Street
 Kansas City, MO 64108

If to Contractor: _____

- C. The Contractor shall notify KCATA immediately when a change in ownership has occurred, or is certain to occur.
- D. The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

28. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA, and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. KCATA shall be entitled access to and copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- F. Access to or copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.
- G. Each tangible product resulting from work performed under this Contract shall be labeled with information stating that the project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal

29. RIGHTS IN DATA

- A. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- B. The following restrictions apply to all subject data first produced in the performance of the Contract:
1. Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part or in any manner or form, nor may Contractor authorize others to do so, without the written consent of KCATA, until such time as KCATA may have either released or approved the release of such data to the public.
 2. In accordance with 49 C.F.R. §18.34 and 49 C.F.R. §19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for "Federal Government purposes":
 - a) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b) Any rights of copyright purchased by KCATA or Contractor using Federal assistance in whole or in part provided by FTA.
 3. "For Federal Government Purposes" means use only for the direct purpose of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Contractor performing experimental, developmental, or research work, agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined previously and shall be delivered as the Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the KCATA or Contractor's use whose costs are financed in whole or part with Federal assistance provided by FTA for transportation capital projects.
 4. Unless prohibited by state law, Contractor agrees to indemnify, save, and hold harmless KCATA and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by KCATA or Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract. Neither the KCATA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 5. Nothing contained in this clause on rights in data shall imply a license to the KCATA or to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to KCATA or to the Federal Government under any patent.
 6. Data developed by the KCATA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by this Contract to which this clause has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the KCATA or Contractor identifies that data in writing at the time of delivery of the contract work.

30. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.

31. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

32. PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon,

object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work.

33. RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and, as applicable, the City of Kansas City, Missouri, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. 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, and to include this clause in all subcontracts.

34. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid.

D. Subcontractor Payments

- 1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
- 2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
- 3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
- 4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.

5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

35. RIGHT TO OFFSET

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, or any other contract between Contractor and KCATA, any amounts owed by Contractor to KCATA, including amounts owed by Contractor pursuant to Contractor's obligation to indemnify KCATA against third party claims arising out of Contractor's performance of work under this Contract.

36. SEAT BELT USE POLICY

The Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

37. SEVERABILITY

If any clause or provision of this Contract is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

38. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- C. **Subcontractor Payments.** See Requests for Payment Provisions.
- D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
 2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
 3. The following provisions if included in this Contract:
 - Civil Rights
 - Clean Air
 - Clean Water
 - Debarment and Suspension
 - DBE Requirements
 - Disclaimer of Federal Government Obligations or Liability
 - Employee Eligibility Verification
 - Energy Conservation
 - Federal Changes
 - Fraud and False or Fraudulent Statements or Related Acts
 - Incorporation of FTA Terms
 - Lobbying Restrictions

Ownership, Identification, and Confidentiality of Work
Patents and Rights in Data and Copyrights
Privacy Act Requirements
Prohibited Weapons and Materials
Record Retention and Access
Recovered Materials

- D. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions.

39. SUSPENSION OF WORK

KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this agreement for the period of time that KCATA determines appropriate for the convenience of KCATA.

40. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
 2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of the Contract for any reason, and if the Contractor has any property in its possession belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of the Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's

Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

41. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

ATTACHMENT B
PROPOSAL SUBMITTAL CHECKLIST FORM

Listed below are documents that are required to be submitted in response to this Request for Proposals (RFP).

- Volume I – Cost/Price Proposal
 - ✓ Cost Proposal Form (Attachment D). One (1) unbound original and one (1) copy.
- Volume II – Technical Proposal. One (1) unbound original and five (5) copies.
- Volume III -- Contractual
 - ✓ Vendor Registration Form (Attachment E); (unless already on file with KCATA). *Include this form for each Subcontractor and Prime Proposer.*
 - ✓ Affidavit of Civil Rights Compliance (Attachment F). *Include this form for each Subcontractor and Prime Proposer.*
 - ✓ Work Force Analysis Report Form (Attachment F-2; unless already on file with KCATA). *Include this Report for each Subcontractor and the Prime Proposer.*
 - ✓ Affidavit of Primary Participants Regarding Employee Eligibility Verification. (Primary and Lower-Tier) Form (Attachment G-1). *Include Attachment G-2 if using Subcontractors.*
 - ✓ Certification of Debarment (Primary and Lower-Tier) Form (Attachment H-1). *Include Attachment H-2 if using Subcontractors.*
 - ✓ Certification of Lobbying (Primary and Lower-Tier) Form (Attachment I). *Include Attachment I-2 if using Subcontractors.*
 - ✓ Letter of Intent to Subcontract (Attachment J). *Include if using DBE subcontractors and submit for each firm.*
 - ✓ Certification of Receipt of Addenda Form (If issued)
 - ✓ Audited Financial Statements for Past Two Years
 - ✓ .PDF copy of complete set of proposal documents (Volumes I through III) on flash/jump drive.

The electronic copy of Attachments E through F are available at:

http://www.kcata.org/about_kcata/entries/vendor_forms

ATTACHMENT C
KCATA TRAVEL POLICY FOR CONTRACTORS

Contractors will be reimbursed for authorized and documented expenses incurred while conducting KCATA business. All travel on KCATA's behalf must be pre-approved, in writing. Expenses for a traveler's companion are not eligible for reimbursement. Contractors are expected to make prudent business decisions and comparison shop for airfares, rental cars, lodging, etc., and to keep in mind that they are being reimbursed with public monies.

Itemized receipts, paid bills or other documentary evidence for expenditures must be submitted with requests for reimbursement. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures.

The KCATA reserves the right to modify this travel policy with proper notification to Contractors.

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice, but will be reimbursed no more than a maximum daily amount of \$160.00 plus tax unless the contractor obtains prior written authorization from KCATA.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$70 per person a day. Alcoholic beverages are **not** an eligible reimbursable expense.
4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
5. **Telephone:** Project-related, long-distance business calls will be reimbursed.
6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at KCATA's current rate of \$0.535 per mile (based on the IRS current established rate for 2017).

ATTACHMENT D - COST/PRICE PROPOSAL
RFP #17-7048-39 – CONSTRUCTION ADMINISTRATION, INSPECTION AND TESTING RFP

Propose the billable hourly rates - fully loaded - of each individual (by position and name) to be assigned for the term of this project. If additional line item costing is required, please provide on an additional sheet of paper. A range of hourly rates is not acceptable. For this RFP, these rates will be used as comparative costs/rates as the actual rates will be negotiated and approved prior to the contract award. Each construction project will have its own set of established hours based on size and complexity.

Proposers may submit pricing for each of the Categories identified in the Scope of Work. Individual categories must be listed on a separate pages that clearly identify the Category. Proposer should also indicate if the Cost/Price Proposal is all inclusive of all Categories.

PRICE PROPOSAL #1

PART A. ESTIMATED LABOR COSTS				
DIRECT LABOR (List Labor Categories)		RATE PER HOUR (\$)	ESTIMATED COST	TOTAL ESTIMATED COST
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
SUB-TOTAL DIRECT LABOR				\$
PART B. LABOR AND OVERHEAD COSTS				
	RATE (%)	TOTAL LABOR (\$ ABOVE)	ESTIMATED COST	TOTAL ESTIMATED COST
Labor Overhead (Contractor Paid Benefits)		\$	\$	
Overhead and Profit (Insurance, Payroll Taxes, Office and Profit)		\$	\$	
TOTAL LABOR AND OVERHEAD				\$
PART C. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB COST	MARKUP RATE (%)	ESTIMATED COST	TOTAL ESTIMATED COST
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$
PART D. OTHER DIRECT EXPENSES (INCLUDE TRAVEL PER KCATA TRAVEL POLICY)				
DESCRIPTION	QUANTITY/RATE	ESTIMATED COST	TOTAL ESTIMATED COST	
		\$		
		\$		
		\$		
TOTAL DIRECT EXPENSES				\$
TOTAL COSTS FOR PHASE IV (PARTS A + B + C + D)				\$

The undersigned, acting as an authorized agent or officer for the Offeror, does hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify the KCATA in the event of any change.
2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the KCATA RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

Name (Type/Print) _____ Telephone # _____ Fax # _____

Federal Tax Identification Number _____

ATTACHMENT E

KCATA VENDOR REGISTRATION FORM

Thank you for your interest in doing business with the Kansas City Area Transportation Authority. To be placed on the KCATA Registered Vendors List for goods and services, please complete this form **in its entirety** and return it to the KCATA Procurement Department. Submittal of this registration form will place your company on the KCATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with KCATA" section of our website, www.kcata.org.

Firms are required to submit this information to KCATA once. However, it is your responsibility to notify KCATA of any changes to your business that may affect your registration (i.e. address, contact information).

Legal Entity Name:		Phone:	
Doing Business As:		Toll-free Phone:	
Physical Address:		Fax:	
City:		Email:	
State:	Zip:	Website:	
Contact Person Name:		Title:	
Contact Phone:		Contact Email:	
Mailing Address:		Phone:	
City:		Fax:	
State:	Zip:	Comments:	
Business Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other (Explain) _____		
If Incorporated, in Which State:		Federal Tax ID No:	
Years in Business:		Years in Business Under Current Name:	
Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor? If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at www.fedgov.dnb.com/webform .			DUNS # _____
Annual Gross Receipts. This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000 to \$500,000	<input type="checkbox"/> \$500,000 to \$1 Million
	<input type="checkbox"/> \$1 Million to 5 Million	<input type="checkbox"/> \$5 Million to 10 Million	<input type="checkbox"/> More than \$10 Million
Standard Invoice Terms:	Due Days	Discount Days	Percent
PLEASE PROVIDE A DESCRIPTION OF THE GOODS AND SERVICES YOU ARE INTERESTED IN PROVIDING TO KCATA. Include the corresponding North America Industry Classification System (NAICS) Codes for your business type. For a listing of the codes visit U.S. Small Business Administration's website at http://www.sba.gov/content/small-business-size-standards .			
NAICS CODE(S) :		NAICS CODE(S):	
NAICS CODE(S):		NAICS CODE(S):	

1. Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26? If YES, submit a copy of a copy of your current certification from your state's UCP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121? For further information on 13 CFR 121 and SBE designation refer to SBA's website at http://www.sba.gov/content/small-business-size-standards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization? If YES, please provide a copy of your certification documentation.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Does your firm meet any of these other federal business classifications? If YES, please provide a copy of certification documents. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Service Disabled, Veteran Owned Business <input type="checkbox"/> HubZone Program Certified </div> <div style="width: 45%;"> <input type="checkbox"/> SBA 8(a) Certified Business <input type="checkbox"/> Other _____ </div> </div>			
DBE/SBE CERTIFICATION: The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Procurement Department at (816) 346-0224 or via email at dadams@kcata.org			
WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as U. S. Department of Homeland Security's E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States. Prior to being awarded any contract with KCATA, you will be required to furnish proof of your firm's participation in such program.			
VENDOR CERTIFICATION: <i>I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.</i>			
Signature		Date	
Printed Name		Title	
The following documents must be returned: <ul style="list-style-type: none"> Completed Vendor Registration Form KCATA Workforce Analysis/EEO-1 Report Affidavit of Civil Rights Compliance <p style="text-align: center; margin-top: 10px;"> Return completed Vendor Registration Packet to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: dadams@kcata.org </p> <p style="color: blue; text-align: center; margin-top: 10px;"> <i><u>NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.</u></i> </p>			
<i>A foreign corporation may not transact business in Missouri until it obtains a Certificate of Authority. To apply, you must use the forms provided by the Missouri Secretary of State's office, as required by law.</i>			

ATTACHMENT F
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity complies with the following:

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

B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant's Signature

Date

Subscribed and sworn to me before this _____ day of _____, 20____.

Notary Public Signature

Date

My Commission expires: _____

ATTACHMENT F-1
GUIDELINES FOR COMPLETING
KCATA WORKFORCE ANALYSIS/EEO-1 REPORT

Contractor shall apply the following definitions to the categories in the attached Workforce Analysis/EEO-1 Report form. Contractors must submit the Workforce/Analysis form to be considered for contract award. The form is also required for all subcontractors.

A. RACIAL/ETHNIC

1. **WHITE** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **BLACK** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
3. **HISPANIC**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.
4. **ASIAN or PACIFIC ISLANDER**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
5. **AMERICAN INDIAN or ALASKAN NATIVE**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

B. JOB CATEGORIES

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

KCATA WORK FORCE ANALYSIS/EEO-1 REPORT ATTACHMENT F-2 -- KCATA WORKFORCE ANALYSIS /EEO-1 REPORT

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero. This form is also required for subcontractors and major suppliers on a project.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Island-er	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Island-er	Asian	American Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															

TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Construction	<input type="checkbox"/> Regular Dealer	<input type="checkbox"/> Selling Agent	<input type="checkbox"/> Service Establishment	<input type="checkbox"/> Other
------------------	--	------------------------------------	---------------------------------------	---	--	--	--------------------------------

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

ATTACHMENT G-1
AFFIDAVIT OF PRIMARY PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My Commission expires:

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

**ATTACHMENT G-2
AFFIDAVIT OF LOWER-TIER PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My Commission expires:

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

ATTACHMENT H-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT H-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) _____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT I-1
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I, _____ (Name and Title of Grantee Official or Potential Contractor for a Major Third Party Contract), hereby certify on behalf of _____
_____(Name of Grantee or Potential Contractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT I-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I, _____ (Name and Title of Grantee Official or Potential Subcontractor Under a Major Third Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Subcontractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20____.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT J

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
LETTER OF INTENT TO SUBCONTRACT**

(To be Completed for Each DBE Subcontractor on Project)

Project Number _____

Project Title _____

_____ (“Prime Contractor”) agrees to enter into a contractual

agreement with _____ (“DBE Subcontractor”), who will

provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

DBE Subcontractor is currently certified with the Missouri Regional Certification Committee (MRCC) to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Signature: Prime Contractor

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date

ATTACHMENT K

SCOPE OF WORK

RFP # 17-7048-39

CONSTRUCTION OBSERVATION, TESTING, AND ADMINISTRATION SERVICES

(PLEASE SEE FOLLOWING PAGES 8 THROUGH 18 AND PDF DOCUMENTS)

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CONSTRUCTION OBSERVATION TESTING AND ADMINISTRATION FOR

PROSPECT MAX BRT

SCOPE OF WORK

I. Scope of Work

The Kansas City Area Transportation Authority (KCATA) is seeking proposals from qualified firms interested in providing field observation, testing, and administration services for the Prospect MAX bus rapid transit (BRT) project. Specifically, the following construction administration staffing positions and systems are required to be provided thru this RFP.

- One Construction Administrator
- Four Construction Observers (“Inspectors”)
- One Construction Testing Manager
- Material Testing Technicians (number as needed)
- Web-based Project Document Management System

A team of construction staff as identified are desired from one firm or a team of firms (CA Consultant). The Prospect BRT project is a FTA “Small Starts” funded project with many standardized elements that are integrated to form a BRT system. The \$55.8 million project will be financed through multiple federal and local funding sources. Total construction budget is \$32 million.

The project is a ten-mile arterial Prospect MAX BRT line between downtown Kansas City and 75th Street and Prospect Avenue (See Figure 1). The route includes 24 transit station pairs built every four to six blocks. In addition, a downtown transit center will be included as part of the project to facilitate transfers with connecting routes and a southern terminus Station near 75th St. The MAX line will generally follow a direct east – west connection into downtown Kansas City along the 11th/12th Street one-way Transit Emphasis Corridors.

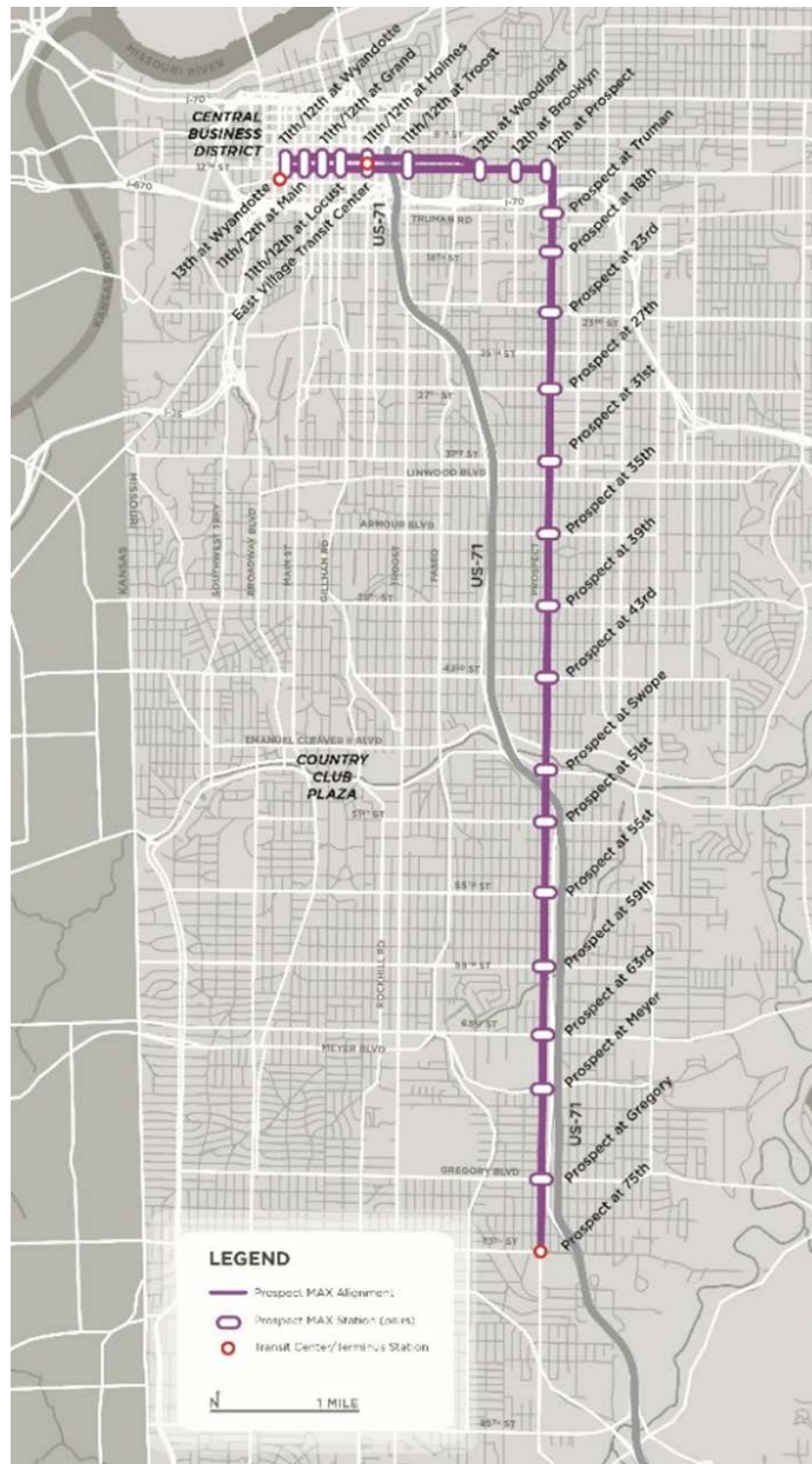


Figure 1: Prospect MAX Route and Stations

Working with KCATA key staff, and the Prospect MAX project team, The CA Consultant will assist KCATA with the following 3 major tasks.

Article I. Task 1 – Construction Observations

The CA Consultant will provide construction observation services for the Prospect MAX projects identified below. The construction observers shall have experience in observation of similar projects including buildings, asphalt, concrete pavement, curbs, sidewalks, streetscape, stations, shelters, markers, traffic signals, and storm sewers, etc. Specific project assignment will be determined at a later date based on construction observer's experience.

Project	Bid Package #	Construction Estimated Start Date	Construction Duration	Responsible Design Firm
Downtown 12th & Grand/Petticoat	2	November, 2017	5 months	T&B/HNTB
Shelters/Markers	3A	January, 2018	15 months	T&B/HNTB
Smart Kiosk	3B	January, 2018	15 months	SCM
Fare Collection	5	May, 2018	11 months	TranSystems
Prospect Stations	4A	May, 2018	11 months	T&B/HNTB
Prospect Streetscape	4B	May, 2018	9 months	T&B/HNTB
Prospect Traffic Signals (TSP)	4C	May, 2018	10 months	Olsson Associates
Downtown TEC Stations	4D	May, 2018	7 months	T&B/HNTB
East Village Transit Center	4E	August, 2018	10 months	T&B/HNTB
75 TH St. Transit Center	4F	June, 2018	10 months	T&B/HNTB

The CA Consultant will provide daily construction observation of ongoing construction and provide documentation of the quality, quantity and progress of the work; including an ongoing record of weather delays.

- All CA Consultant's construction observers (inspectors) shall report to and take direction from KCATA's Contract Construction Field Manager (SK Design Group – Chris Francisco).

Services to be provided by the CA Consultant for this project will include the following:

- Provide assistance to the Contractors during construction activities as it pertains to interpreting the construction documents and resolving construction issues in the field. Design related issues shall be referred to the design consultant via Request for Information (RFI).

- Facilitate processing of Contractor's RFIs and maintain RFI records to be provided to the ATA following completion of the work.
- If requested, facilitate the design consultant in development of Supplemental Design Instructions (SDIs) for the purposes of clarifying design intent or adjusting design details. SDI requests shall be made by the design consultant.
- Shop drawing reviews shall be completed by the design consultants (engineers/architects). Construction Administrator, with assistance from the Web-Based Document Management System (DMS), shall log and track all project shop drawings. Construction observers shall maintain a copy of all approved shop drawings on the job in a neat paper and/or electronic file (or accessible DMS) at all times.
- Construction observers shall work with each contractor at the end of each month to determine the acceptable amount of work to be billed in the next payment application. If necessary, the CA Consultant inspector shall measure and confirm all project payment quantities and maintain a log for all work. If a unit price contract, completed work and quantities shall be measured and updated through the end of each month. The agreed to quantities, or project percentages shall be signed by the Observer and provided to the ATA project manager no later than the 5th day of the following month. The project quantity logs shall be delivered to the ATA following completion of the work.
- ADA Sidewalk Ramps - The contractors shall layout ADA Sidewalk Ramps. Prior to placement of concrete, Observers shall check the location and document the ramps are fully compliant with plans and ADA requirements.
- Contractor's Pay Request - Each month the contractor will submit a pay request to the ATA. KCATA will review the request and compare to the quantity or progress log. Should the quantities differ, The CA Consultant shall provide the ATA with an explanation and update the log if necessary.
- Construction Change Directives (CCDs) and Change Orders – The Contractor or CA Consultant shall initiate CCDs and submit to KCATA's Field Manager and Project Manager for review and approval. The CA Consultant shall review all users change requests and provide the ATA with a written independent cost estimate (ICE) and recommend approval or not. The CA Consultant may request input from the design consultant as necessary. If acceptable, the ATA project manager will authorize the change directive and work. Change orders shall be processed by the ATA. The CA Consultant may need to review final change orders.
- Material and/or construction testing shall be provided by the CA Consultant (Task 4). The users shall be responsible for ordering field testing. The CA Consultant will monitor material testing on the project, in accordance with the contract documents. The CA Consultant shall have the authority to reject materials that do not meet project specifications.

- The CA Consultant shall develop preliminary and final punch list for items not completed or not in conformance with the drawings and specifications and provide a draft copy to the KCATA. It is the responsibility of the KCATA to determine which items shall be addressed by the Users. If applicable, a punch list may be prepared for a portion of the work completed in an area(s), as directed by the KCATA. A final punch list will be created upon completion of the items not yet completed with the first punch list(s).
- Attend the Pre-Construction Meetings.
- If applicable, attend the Construction Coordination (Progress) Meetings approximately every three to four weeks.

Deliverables

Provide the following field documentation for projects listed in Task 1.

1	Observe Construction for General Compliance with Plans & Specs
2	Daily Log of Construction Reports
3	ADA Ramp Installation Verification
4	ADA Accessibility Compliance Verification
5	Field Interview Verification of Davis-Bacon Prevailing Wage
6	Field Interview of DBE Useful Function Verification
7	Field Verification of Buy America Compliance

Article II.

Article III.

Article IV. Task 2 – Project Administration – Construction Administrator

The CA Consultant shall provide field construction support services (Construction Administrator) for the KCATA's Prospect MAX. Provide the services of an experienced construction administrator to manage and document the following:

Provide the following office documentation for all projects identified in Task 1:

1	Maintain Shop Drawing Log & Track Progress
2	File Daily Log of Construction Reports
3	Maintain Field Testing Log
4	Maintain Weather Summary Log (as applicable)
5	File ADA Ramp Verification Documentation
6	File Bus Station ADA Compliance Verification
7	Maintain RFI/SDI Files & Log
8	Maintain Log and File Construction Change Directives
9	If requested, Prepare & File Independent Cost Estimates for each Change Directive
10	Maintain Payment Application Quantities Verifications
11	Maintain Log and File Field Interview Forms for Davis-Bacon Prevailing Wage Verification

12	Conduct & Log Prevailing Wage Payroll Compliance Reviews
13	Maintain Log and File Field Interview Forms of DBE Useful Function Verification
14	Maintain Log and File Field Verification Forms of Buy America Compliance Reviews
15	Attend Progress Meetings

Article V. Task 3 – Web-based Construction Document Management System (DMS)

The CA Consultant shall provide a web-based construction document management system to manage documents and log daily activities. The system should be able to automatically upload field documents from tablets (to be included in proposal) provided to all inspectors. CA Consultant must demonstrate the proposed system showing online document sharing, document management, consultant and users use parameters, document approval processing, field documents management and tablet uploading and other features as might be available.

Article VI.

General System Requirements

- A. The CA Consultant shall provide a DMS for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract.
 1. DMS shall be a web-based electronic media site.
 2. DMS shall be made available to all Owner's personnel, contractors and subcontractors personnel, suppliers, consultants, and CA Consultant.
 3. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, and overall management of Contract Documentation.
 4. DMS shall be the primary means of project information submission and management.
- B. User access limitations:
 1. The CA Consultant will control the Users's access to DMS by allowing access and assigning user profiles to accepted Users personnel. User profiles will define levels of access into the system; determine assigned function based authorizations and user privileges.
- C. Automated system notification and audit log tracking:
 1. Review comments made (or lack thereof) by the Owner on Users submitted documentation shall not relieve the Users from compliance with requirements of the Contract Documents. The Users is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. Owner's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Users's submitted information.
- D. Computer Requirements:
 1. The Users shall use computer hardware and software that meets the requirements of the DMS system to access and utilize DMS. As recommendations are modified by DMS, the Users will upgrade their system(s) to meet or exceed the

recommendations. Upgrading of the Users's computer systems will not be justification for a cost or time modification to the Contract.

2. The Users shall ensure that connectivity to the DMS system is accomplished through DSL, cable, T-1 or wireless communications systems. The minimum bandwidth requirements for using the system is 128kb/s. It is recommended a faster connection be used when uploading pictures and files into the system.
 3. DMS shall support the current and prior two major versions of Chrome, Mozilla's Firefox, Microsoft's Internet Explorer and Apple's Safari on a rolling basis.
 - a. Each time a new version of one of these browsers is released, DMS will begin supporting the update.
- E. Users responsibility:
1. The Users shall be responsible for the validity of their information placed in DMS and for the abilities of their personnel.
 2. Accepted users shall be knowledgeable in the use of computers and required software.
 3. The Users shall utilize existing KCATA forms in DMS to the maximum extent possible. If a KCATA form does not exist, DMS shall propose a form of their own.
 4. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The User is responsible for the training of their personnel in the use of DMS (outside what is provided by the Owner) and the other programs indicated above as needed.
- F. Connectivity problems:
1. Provide a list of User key DMS personnel for the CA Consultant's acceptance. CA Consultant is responsible for adding and removing users from the system. The CA Consultant reserves the right to perform a security check on all potential users. The CA Consultant may allow other personnel and subuserss to be added to DMS.
- G. Users
- Provide preconstruction submittals list of Users's key DMS personnel. Include descriptions of key personnel's roles and responsibilities for this project. Users should also identify their organization's administrator on the list.
- H. Shop drawings:
1. Shop drawing and design data documents shall be submitted as PDF attachments to the DMS submittal work flow process and form. Examples of shop drawings include, but are not limited to:
 - a. Standard manufacturer installation drawings.
 - b. Drawings prepared to illustrate portions of the work designed or developed by the Users.
 - c. Steel fabrication, piece, and erection drawings.
 2. Hard copy submittals may be allowed, if approved by the CA Consultant on a case-by-case basis.
 - a. Hard copy submittals shall be handled following procedures for Samples defined below.

- I. Product Data
Product catalog data and manufacturer's instructions shall be submitted as PDF attachments to the DMS submittal work flow process and form. Examples of product data include, but are not limited to:
 - 1. Manufacturer's printed literature.
 - 2. Preprinted product specification data and installation instructions.
- J. Sample Submittals
Sample submittals shall be physically submitted as specified. Users shall enter submittal data information into DMS with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:
 - 1. Product finishes and color selection samples.
 - 2. Product finishes and color verification samples.
 - 3. Finish/color boards.
 - 4. Physical samples of materials.
- K. All correspondence and pre-construction submittals shall be submitted using DMS. Examples of administrative submittals include, but are not limited to:
 - 1. Permits.
 - 2. Requests for substitutions (RFS).
 - 3. List of contact personnel.
 - 4. Requests for Information (RFI).
- L. Minimum Electronically Filed Documents
Monthly & Quarterly Reports, Meeting minutes, General Correspondence, Quality Control Plan(s), Testing Results and Log, Quality Control Reports, Shop Drawings, SDIs, RFIs, Construction Change Directives (CCDs), Change Orders, Daily Inspection Reports, Field Test reports, Prevailing Wage Interview Reports, DBE Interview Reports, Buy America Verification Reports, ADA Compliance Reports, Summary reports, Punchlists, etc.
- M. Compliance Submittals
Test reports, certificates, and manufacture field report submittals shall be submitted on DMS as PDF attachments. Examples of compliance submittals include, but are not limited to:
 - 1. Inspection requests:
 - a. When a portion of Work is ready for inspection and prior to covering up the Work (for example, a concrete pour that has waterstop, rebar and embeds placed prior to pouring the concrete), inspection requests shall be submitted via DMS and approved via DMS.
 - b. Reports associated with this element of the Work will be submitted via DMS and associated with the inspection request.
 - 2. Field test reports.
 - 3. Quality Control certifications.
 - 4. Manufacturers documentation and certifications for quality of products and materials provided.

N. Closeout Submittals

Operation and maintenance data and closeout submittals shall be submitted on DMS as PDF documents during the approval and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:

1. Operation and Maintenance Manuals: final documents shall be submitted as specified.
2. Warranties
3. Maintenance Bonds
4. Final Sub participation values and percentages
5. Lien Waivers
6. Extra materials, spare stock, etc.: submittal forms shall indicate when actual materials are submitted.

O. Training

1. The CA Consultant shall arrange and pay for training to be provided to the Owner, Users and all other listed users.

Article VII. Task 4 – Quality Assurance Testing

Provide field construction testing services for all Prospect MAX projects as listed above. Provide the services of experienced construction technicians with certifications and experience in testing concrete, subgrade materials, asphalt and other tests as may be requested.

Services for this task will include the following:

- Provide project testing services in accordance with industry standards including but not limited to:
 - Concrete slump, air, temperature and compressive strength
 - Asphalt temperature and compaction
 - Subgrade densities and compaction
 - Aggregate gradations and compaction
- At least two of the technicians should have Special Inspection experience, including structural/weld inspection experience and/or have the ability to provide an additional certified Special Inspection technicians as required on the project.
- Provide a construction technician on the job for concrete, asphalt and subgrade testing within 24 hours of being notified at the location and time requested by the users or ATA representative. The CA Consultant shall be authorized to respond to users testing requests on the projects listed above without prior authorization from the KCATA.
- Be prepared to respond to a limited number of “urgent” testing requests from users. Provide a construction technician on the job for concrete, asphalt and subgrade testing within 4 hours of being notified at the location and time requested by the users or ATA representative. The Consultant shall do its best but shall not be required to respond to these urgent requests.

- Conduct laboratory testing in accordance with industry standards for concrete, asphalt, subgrade, aggregates and other requested tests.
- All field and lab test results shall be placed in the DMS after logged into the system by the PCM. Any anomalies shall be identified and sent to the Field Manager and Project Manager.
- The CA Consultant shall prepare concrete cylinders and provide immediate break results in accordance with the following:
 - 1 Three (3) day break
 - 1 Seven (7) day break
 - 1 Fourteen (14) day break
 - 1 Twenty-eight (28) day break
 - 1 Spare

Lab results for 3 and 7 day breaks shall be emailed the same day as the test to KCATA and the Field Support Administrator.

Article VIII. Attachment A- Prospect BRT Construction Administration

PDF document attached separately to this RFP

Article IX. Attachment B- Prospect MAX Schedule

PDF document attached separately to this RFP

Prospect BRT Construction Contract Administration 1 of 3 Procurement Packages

Vehicles Procurement Package 1

(#XX-XXXX-XX)

Project Cost: \$7,661,588

Downtown 12th & Grand/Petticoat TEC Stations Bid Package 2

(#XX-XXXX-XX)

Project Cost: \$1,282,639

Shelters/Markers Bid Package 3

(#XX-XXXX-XX)

Project Cost: \$8,625,976

PROSPECT AVE. CIVIL

Bid Package 4

(#XX-XXXX-XX)

\$15,178,203

East Village Transit Center

Bid Package 4E

(#XX-XXXX-XX)

Project Cost: \$2,464,116

75th St. Transit Center

Bid Package 4F

(#XX-XXXX-XX)

Project Cost: \$3,018,615

Fare Collection

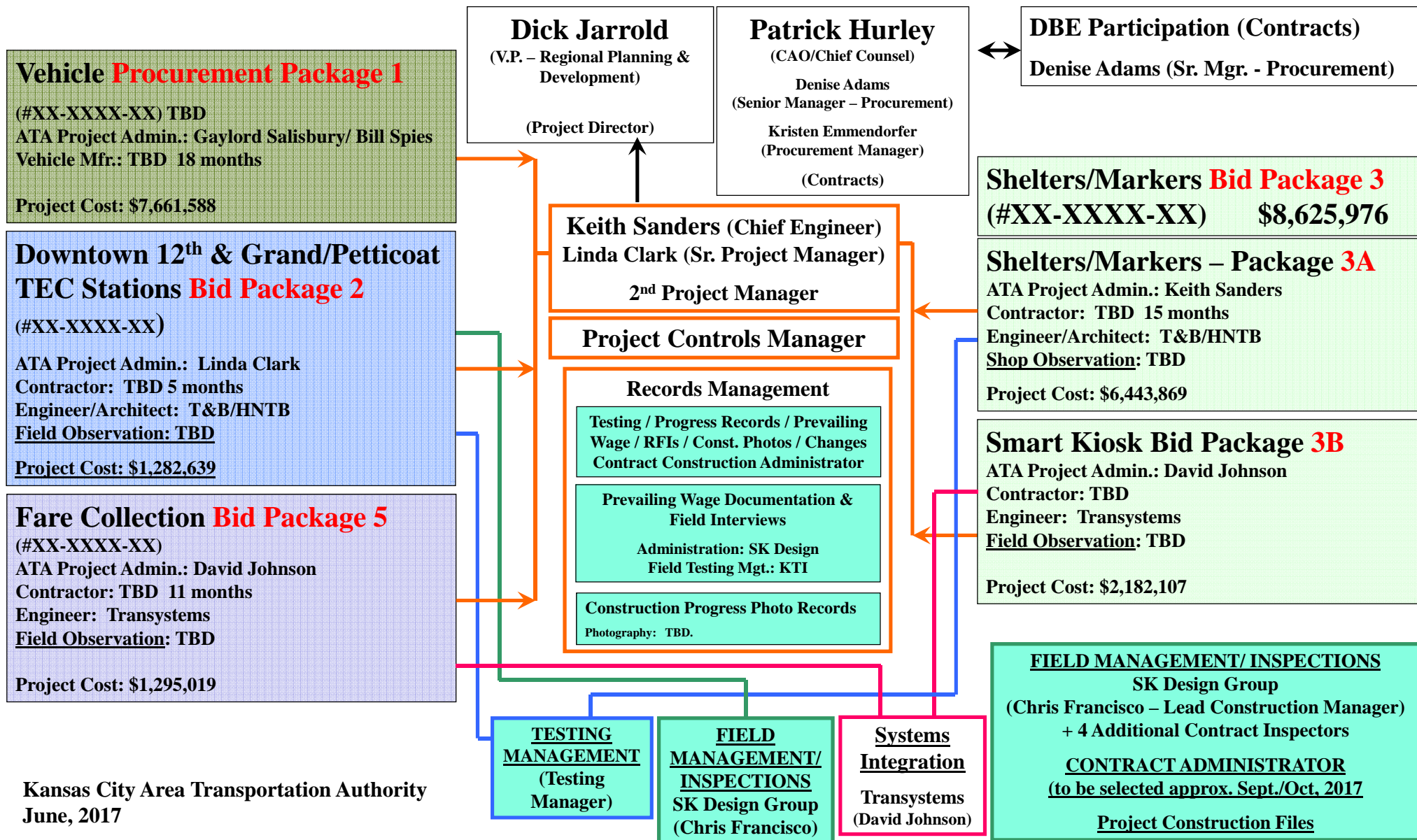
Bid Package 5

(#XX-XXXX-XX)

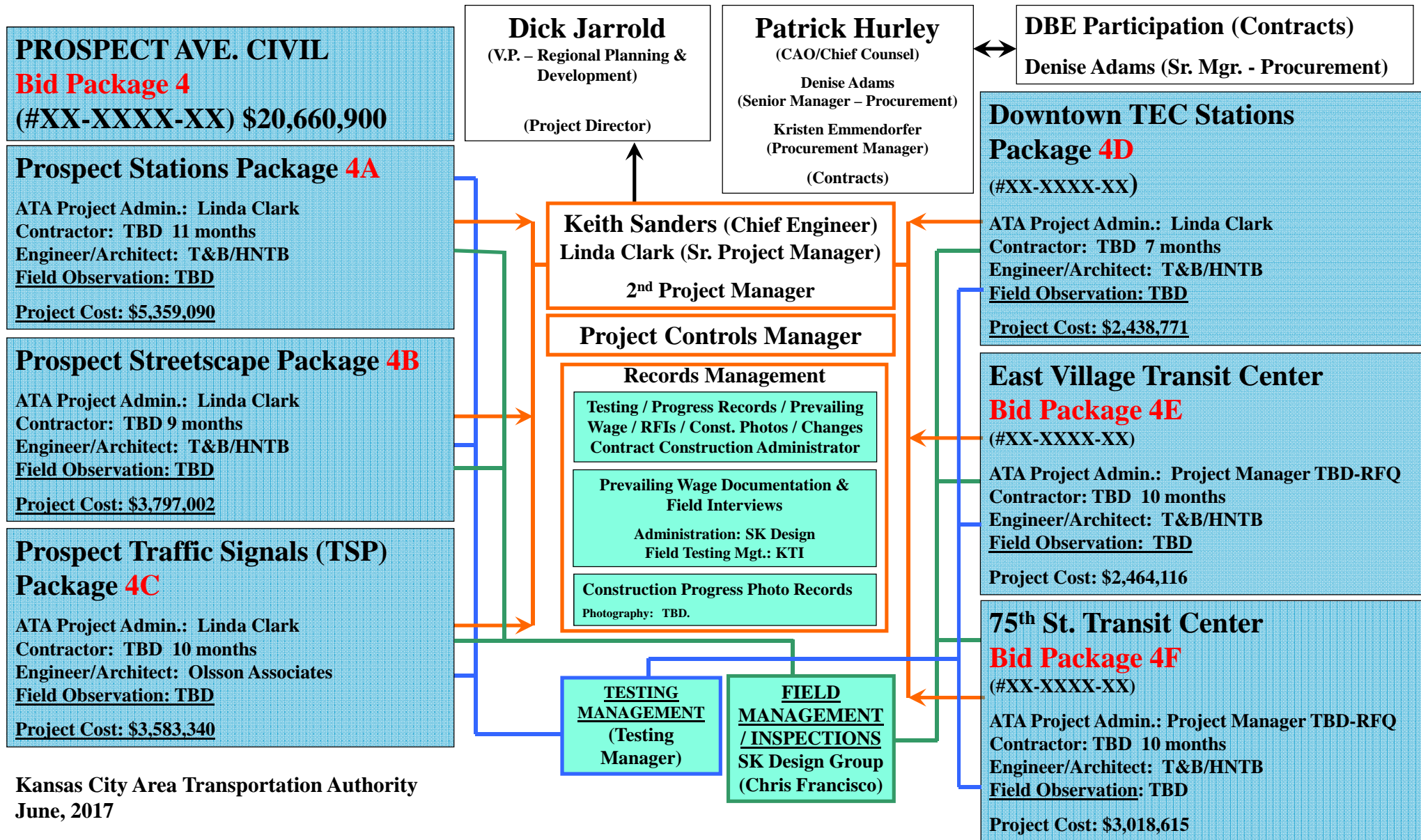
Project Cost: \$1,295,019

Attachment A

Prospect BRT Construction Contract Administration 2 of 3



Prospect BRT Construction Contract Administration 3 of 3



Task ID	Task Mode	Task Name	Duration	Remaining Duration	% Complete	Start	Finish	Total Slack	Predecessors	Successors	2016												2017												2018												2019											
											S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S											
1		Prospect MAX BRT	1412 days	1070.48 days	24%	Mon 9/21/16 Thu 8/29/18 10 days																																																				
2		Unallocated Contingency	956.6 days	956.6 days	0%	Fri 1/29/16	Fri 9/28/18	329.4 days	4	567		Owner[\$5,094,391.00]																																														
3		Project Development	378 days	0 days	100%	Fri 1/29/16 Thu 2/16/18 10 days																																																				
8		FTA Small Starts	1354 days	656.26 days	52%	Mon 9/21/16 Mon 7/1/18 58 days																																																				
74		Third Party Agreements	291 days	37.44 days	87%	Mon 10/3/16 Wed 7/26/18 750 days																																																				
88		Environmental Documentation	156 days	0 days	100%	Thu 11/3/16 Tue 4/11/18 10 days																																																				
102		Management	908 days	800.44 days	12%	Fri 2/17/17 Thu 8/29/18 10 days																																																				
108		Engagement	439 days	323.72 days	26%	Fri 2/17/17 Tue 5/8/18 469 days																																																				
136		Final Design	237 days	0 days	99%	Mon 8/1/17 Thu 3/30/18 10 days																																																				
145		Row/Acquisition	403 days	318.09 days	21%	Fri 2/17/17 Mon 4/2/18 64 days																																																				
160		BID #1 - Vehicles	792 days	696.44 days	12%	Fri 2/17/17 Fri 5/3/19 116 days																																																				
161		KCATA develop Specification	103 days	5.15 days	95%	Fri 2/17/17 Wed 5/31/17 1 day			139	162		Submit Specification																																														
162		Submit Specification	0 days	0 days	0%	Wed 5/31/17 Wed 5/31/17 1 day			161	163		5/31																																														
163		Procurement Prep	30 days	30 days	0%	Thu 6/1/17 Fri 6/30/17 1 day			162	164																																																
164		Bidding	30 days	30 days	0%	Sat 7/1/17 Mon 7/31/17 1 day			163	165																																																
165		Pre-Award Certification	14 days	14 days	0%	Tue 8/1/17 Mon 8/14/17 1 day			164	166																																																
166		Award/Board Approval	14 days	14 days	0%	Tue 8/15/17 Mon 8/28/17 1 day			165	167																																																
167		Procurement Contingency	30 days	30 days	0%	Tue 8/29/17 Thu 9/28/17 1 day			166	168		Vendor NTP																																														
168		Vendor NTP	0 days	0 days	0%	Thu 9/28/17 Thu 9/28/17 1 day			167	169		9/28																																														
169		Vehicle Manufacturing/Delivery	526 days	526 days	0%	Fri 9/29/17 Tue 3/19/18 1 day			168	170																																																
170		Post Delivery Certification/Audit	14 days	14 days	0%	Wed 3/20/18 Tue 4/2/19 1 day			169	171																																																
171		Complete Vehicle Delivery	1 day	1 day	0%	Wed 4/3/18 Wed 4/3/18 1 day			170	172,173,563																																																
172		Vehicle Delivery Contingency	19 days	19 days	0%	Thu 4/4/18 Mon 4/22/18 1 day			171	564																																																
173		Vehicle Payment	30 days	30 days	0%	Thu 4/4/18 Fri 5/3/19 116 days			25,171	567		Owner[\$7,661,588]																																														
174		BID #2 - Downtown 12/Grand, Petticoat/Main Stations	805 days	359.33 days	55%	Tue 2/2/16 Mon 4/30/18 411 days																																																				
175		Design	539.5 days	104.83 days	81%	Tue 2/2/16 Thu 8/3/17 516.5 days																																																				
176		Assemble Scope/Fee, Contract for Final Design	43 days	0 days	100%	Tue 2/2/16 Tue 3/15/16 0 days			11	177																																																
177		Final Design NTP for 12/Grand and Petticoat/Main	1 day	0 days	100%	Tue 3/15/16 Tue 3/15/16 0 days			176	178																																																
178		Perform Survey	21 days	0 days	100%	Tue 3/15/16 Mon 4/4/16 10 days			177	181																																																
179		60% Plans	169 days	0 days	100%	Mon 4/4/16 Thu 9/22/18 10 days																																																				
180		Design	155 days	0 days	100%	Mon 4/4/16 Thu 9/8/16 10 days																																																				
181		Perform Design Production	141 days	0 days	100%	Mon 4/4/16 Wed 8/24/16 0 days			178	182,183,184,185																																																
182		Refine Design Submittal	15 days	0 days	100%	Wed 8/24/16 Thu 9/8/16 0 days			181	186																																																
183		Develop Costs	15 days	0 days	100%	Wed 8/24/16 Thu 9/8/16 0 days			181	187																																																
184		Perform QA/QC	8 days	0 days	100%	Wed 8/24/16 Wed 8/31/16 0 days			181	187																																																
185		Develop Specifications	8 days	0 days	100%	Wed 8/24/16 Wed 8/31/16 0 days			181	187																																																
186		Perform Client Review	15 days	0 days	100%	Thu 9/8/16 Thu 9/22/16 0 days			182	187																																																
187		60% Plans	1 day	0 days	100%	Thu 9/22/16 Thu 9/22/16 0 days			183,184,185,186	190																																																
188		90% Plans	159 days	0 days	100%	Thu 9/22/16 Fri 3/3/17 0 days																																																				
189		Design	145 days	0 days	100%	Thu 9/22/16 Fri 2/17/17 170 days																																																				
190		Perform Design Production	131 days	0 days	100%	Thu 9/22/16 Fri 2/3/17 0 days			187	191,192,193,194																																																
191		Refine Design Submittal	15 days	0 days	100%	Fri 2/3/17 Fri 2/17/17 0 days			190	195																																																
192		Develop Costs	15 days	0 days	100%	Fri 2/3/17 Fri 2/17/17 0 days			190	196																																																
193		Perform QA/QC	8 days	0 days	100%	Fri 2/3/17 Fri 2/10/17 0 days			190	196																																																
194		Develop Specifications	8 days	0 days	100%	Fri 2/3/17 Fri 2/10/17 0 days			190	196																																																
195		Perform Client Review	15 days	0 days	100%	Fri 2/17/17 Fri 3/3/17 0 days			191	196																																																
196		90% Plans	1 day	0 days	100%	Fri 3/3/17 Fri 3/3/17 0 days			192,193,194,195	199																																																

[illegible]

CRITICAL PATH

CRITICAL PATH

[illegible]

Project: ProspectMAX_Schedule_ Date: Thu 6/22/17	Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only		Manual Progress	
	Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline			
	Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress			



PROSPECT AVENUE MAX

Kansas City Area Transportation Authority

CRITICAL PATH

[illegible]

Project: ProspectMAX_Schedule_
Date: Thu 6/22/17

Task	
Split	
Milestone	

- Summary
- Project Summary
- External Tasks



External Milestone
Inactive Task
Inactive Milestone

☐
☐

Inactive Summary
Manual Task
Duration-only

Manual Summary
Manual Summary
Start-only

collapse

- Finish-only
- Deadline
- Progress



Manual Progress

[illegible]

CRITICAL PATH




















[illegible]

Status Date: May 1, 2017

CRITICAL PATH

CRITICAL PATH

[illegible]

Project: ProspectMAX_Schedule_ Date: Thu 6/22/17	Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only		Manual Progress	
	Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline			
	Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress			

CRITICAL PATH

[illegible]

Project: ProspectMAX_Schedule_ Date: Thu 6/22/17	Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only		Manual Progress	
	Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline			
	Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress			
Status Date: May 1, 2017														8

Prospect BRT Construction Contract Administration 1 of 3 Procurement Packages

Vehicles Procurement Package 1

(#XX-XXXX-XX)

Project Cost: \$7,661,588

Downtown 12th & Grand/Petticoat TEC Stations Bid Package 2

(#XX-XXXX-XX)

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\$15,178,203

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Bid Package 4E

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75th St. Transit Center

Bid Package 4F

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Project Cost: \$3,018,615

Fare Collection

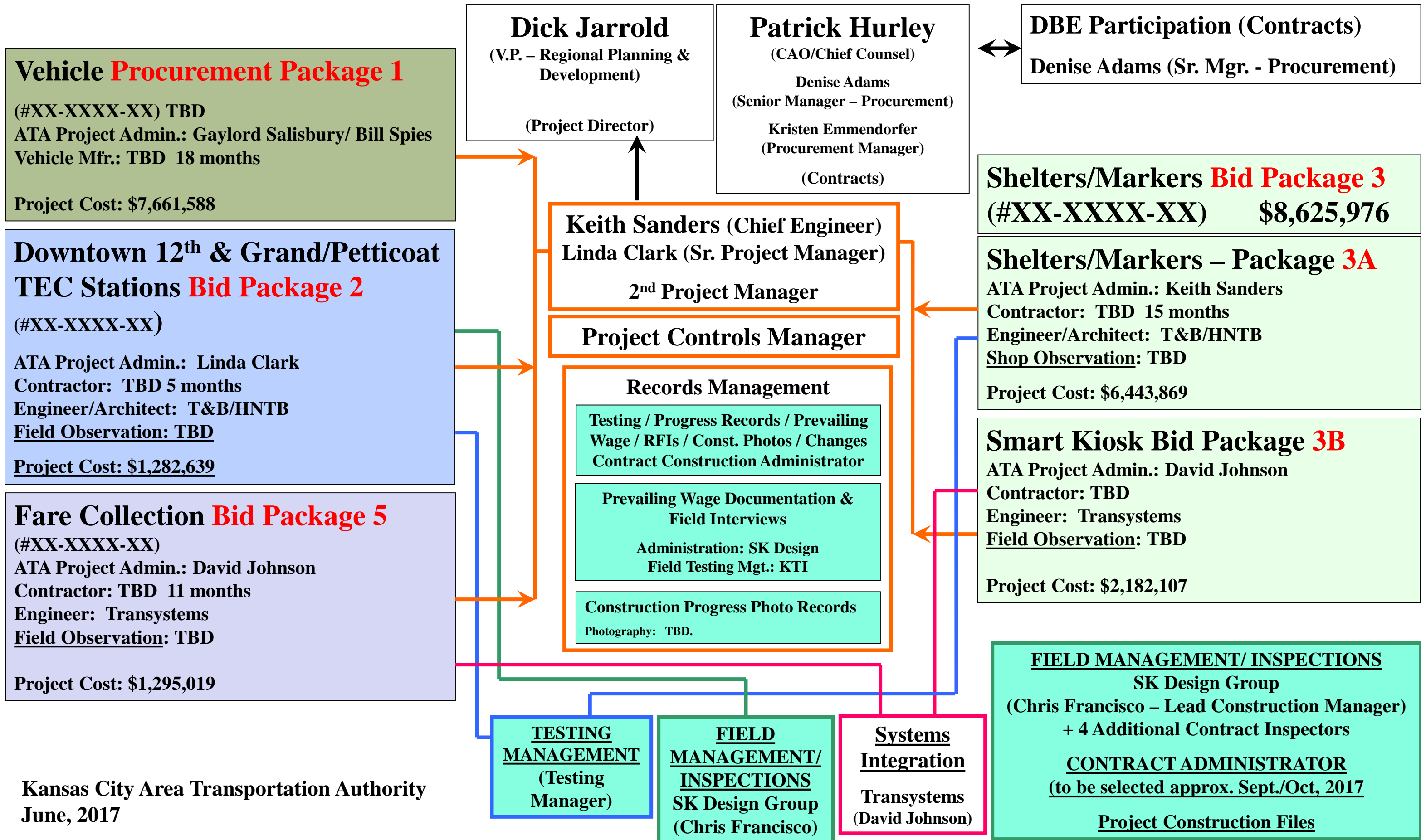
Bid Package 5

(#XX-XXXX-XX)

Project Cost: \$1,295,019

Attachment A

Prospect BRT Construction Contract Administration 2 of 3



Prospect BRT Construction Contract Administration 3 of 3

