
KANSAS CITY AREA TRANSPORTATION AUTHORITY
Procurement Department
1350 East 17th Street
Kansas City, MO 64108

Invitation for Bids

Bid No. #17-7061-39

**Bus Stop Rebranding for
Johnson County (JOCO) and Wyandotte County (WYCO)**

Date: October 23, 2017

Contact: Kristen Emmendorfer

Telephone: (816) 346-0360

Fax: (816) 346-0336

Email: kristene@kcata.org

Bid No. #17-7061-39
INVITATION FOR BIDS (IFB)

**Bus Stop Rebranding for
Johnson County (JOCO) and Wyandotte County (WYCO)**

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area.

Summary/Objective:

Installation of approximately 1105 bus stop signs throughout Johnson and Wyandotte counties in Kansas. Three hundred sixty five (365) existing stops in Johnson County and seven hundred forty (740) branded bus stop signs in Wyandotte County. Bidders shall price, per the Bid Response Form, provisions required to complete work within ninety (90) days. Phase I, sign replacement within Johnson County service area takes priority when scheduling work and must be completed within forty five (45) days. The work for Unified Government of Wyandotte County may be performed separately or concurrently at awarded contractor's discretion. KCATA will provide all decals/vinyl signs to be applied to sign plates as well as any other materials required to assemble, mount or otherwise make signs whole for installation.

Federal Transit Administration (FTA) is assisting with funding this project work, Davis Bacon wage rates for general laborers shall be paid. The applicable wage determination rate is attached to this IFB for reference and use. Although no separate DBE goal has been established for this work, certified DBEs are highly encouraged to pursue this Invitation for Bids (IFB). Questions may be directed to Canesha Moore at 816/346.0272 regarding DBE certification requirements or assistance with DBE related inquiries.

Bid Questions/Comments:

Any questions, comments or requests for clarification are due from bidders by **October 27, 2017 no later than 12 Noon** submitted in writing to Kristene@kcata.org. KCATA's response to these submissions will be in the form of an Addendum.

Bid Closing and Submission:

Bids must be received with all required submittals as stated in the IFB, no later than November 7, 2017 at 1 p.m. A public reading of bids received will occur at 1 p.m. in the Building One Small Conference at KCATA, 1350 East 17th Street, KC, MO 64108. Bids received after time specified shall not be considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Bids submitted must be addressed and delivered to KCATA at the following address. This is also the address to be used for all communication in connection with this IFB:

Kansas City Area Transportation Authority
Shipping and Receiving Department
Attn: Kristen Emmendorfer, Purchasing Manager
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a bid shall constitute a firm offer to the KCATA for ninety (90) days from the date of IFB closing.

Denise Adams
Interim Director, Procurement

TABLE OF CONTENTS

SECTION 1. BID SCHEDULE

SECTION 2. SCOPE OF WORK

SECTION 3. BID INFORMATION/INSTRUCTIONS

SECTION 4. BID EVALUATION, ACCEPTANCE AND AWARD

SECTION 5. SAMPLE CONTRACT AGREEMENT and CONTRACT TERMS AND CONDITIONS

SECTION 6. ATTACHMENTS

- Attachment A – Vendor Registration
- Attachment B – Affirmative Action Certification Process
- Attachment C – Schedule of Participation by Contractor & Subcontractors
- Attachment D – Travel Policy & Hotel Rates for Contractors
- Attachment E.1 – EEO-1 Workforce Analysis Report
- Attachment E.2 – Letter Of Intent To Subcontract
- Attachment E.3 – Contractor Utilization Plan/Request For Waiver
- Attachment F.1 – Affidavit of Primary Participants Regarding Employee Eligibility Verification
- Attachment F.2 – Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification
- Attachment G.1 – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment G.2 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Attachment H – References
- Attachment I – Bid Response Form – Pricing Page
- Attachment J – Vendor List

NO BID REPLY FORM

Bid No. #17-7061-39

To assist us in obtaining good competition on our Invitation For Bids, we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include "Bid #17-7061-39 on the outside of the envelope.

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

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

___ 1. We do not wish to participate in the bid process.

___ 2. We do not wish to propose under the terms and conditions of the Invitation For Bid document. Our objections are:

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

___ 4. We do not provide the services on which Bids are requested.

___ 5. Other:

___ We wish to remain on the Bidders' list for these services.

___ We wish to be removed from the Bidders' list for these services.

FIRM NAME

SIGNATURE

SECTION 1

Bid No. #17-7061-39

Bus Stop Rebranding for Johnson County (JOCO) and Wyandotte County (WYCO)

BID SCHEDULE

IFB Issued/Advertised	October 23, 2017
Deadline for Bidder Questions, Comments, & Requests for Clarification	October 27, 2017 by 12 Noon
KCATA Response to Questions via Addendum if Necessary	October 30, 2017
Bid Closing Location: 1350 East 17 th Street, Kansas City, MO Building One - Small Conference Room	November 7, 2017 at 1:00 p.m.
Contract Award and Notice to Proceed (Anticipated)	After November 15, 2017

SECTION 2 SCOPE OF WORK

A. Purpose and Background Information:

1. The Kansas City Area Transportation Authority (KCATA/RideKC) continues taking steps to become true regional transportation authority. In an effort to increase recognition of the RideKC brand, KCATA has identified bus stop signs that should be replaced with the current RideKC logo and vinyl signage. Contractors who are able to provide labor, supervision, insurance and oversight of all work required for a turn-key project are encouraged to submit a bid response.
Decals/vinyl signage is provided to the awarded Contractor by KCATA.
2. The KCATA has regional management and cooperative agreements with other transit agencies within the region including Johnson County, KS; Kansas City Streetcar Authority, Independence, MO; and Wyandotte County, KS.

B. Term:

The term of this agreement shall be for a period of Ninety (90) days from issuance of written Notice to Proceed (NTP) with the Work for each phase of the Work. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term”.

C. Estimated Quantities:

The quantities indicated in this IFB are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The KCATA makes no guarantees about single order quantities or total aggregate order quantities.

D. General Requirements

Qualified contractors are asked to submit bids to KCATA to provide labor, installation and supervision for a rebranding effort of bus stop signs and vinyl signage at varied locations throughout Johnson and Wyandotte Counties in the state of Kansas. Contractor must be capable of carrying work out from inception to close for this turn-key solution by providing all labor, supervision, supplies, necessary tools and required insurance in accordance with the terms and conditions as stated herein.

Please see Exhibits for details regarding existing signage and anticipated result of sticker/decal placement and final deliverables for each of the locations listed as a rebranding stop site.

As applicable, the Contractor shall supervise and coordinate all subcontractors. Bid documents entitled “Sub-Tier” shall be provided at time of bid submission for any subcontractors intended to perform Work on the project.

Within five (5) days after contract award and issuance of formal Notice to Proceed (NTP) the Contractor shall provide KCATA with a Schedule of Work to be performed. Contractor shall pursue all specified Work with such promptness that no delay to the Work is caused.

Contractor shall have all required deliverables installed and fully operational for their intended use no later than 90 days from NTP.

JOHNSON COUNTY SIGNS ARE TO TAKE PRECEDENT WITH REGARD TO WORK SCHEDULE AND INSTALLATION. THESE SIGNS MUST BE REPLACED IN ENTIRETY AT ALL SPECIFIED JOHNSON COUNTY LOCATIONS NOT LATER THAN 45 DAYS AFTER NOTICE TO PROCEED IS ISSUED.

WYANDOTTE COUNTY SIGNS MAY BE INSTALLED CONCURRENTLY OR FOLLOWING THE JOHNSON COUNTY SIGN INSTALLATIONS.

E. Liquidated Damages

For work that is not performed timely, liquidated damages, not a penalty, shall be assessed to the Contractor at \$50 per each day Contractor fails to provide all signage per specifications at all locations beyond the overall project deadline.

Attachment A
Scope of Work
TECHNICAL SPECIFICATIONS
&
SPECIAL PROVISIONS

PROJECT DESCRIPTION

Project Owner: **KANSAS CITY AREA TRANSPORTATION AUTHORITY**
Project Title: **RideKC REBRANDING**
Johnson and Wyandotte County Bus Stop Signage
Various locations throughout Johnson and Wyandotte County, Kansas
Project # 17-7061-39

SPECIAL PROVISIONS

Installing three hundred sixty-five (365) RideKC branded bus stop signs and mounting brackets in replacement of existing “The JO” bus stop signs in Johnson County, Kansas (Phase 1), and installing seven-hundred forty (740) RideKC branded bus stop signs and mounting brackets in replacement of existing “Metro” and “UG Transit” bus stop signs in Wyandotte County, Kansas (Phase 2)

There are currently three hundred sixty-five “The JO” bus stop signs located at various locations throughout Johnson County, Kansas (See exhibits A-1 and A-2) and seven hundred “Metro” and “UG Transit” bus stop signs located at various locations throughout Wyandotte County, Kansas. KCATA, Johnson County and Wyandotte County are rebranding regional transit service with the new RideKC logo. This project involves replacing each of these existing signs with a new RideKC branded sign. (see Exhibit A-3).

The following outlines the required work:

Phase 1

1. Remove existing bus stop signs from each identified bus stop location within Johnson County, Kansas.
 - a. Existing signs may be either bolted or screwed onto their respective pole depending on pole type. Pole types range from four-sided steel poles to wood utility poles.
2. Install new RideKC sign bracket to pole and attach new RideKC sign to bracket.
 - a. Bracket should be attached to the pole in the same manner and location as the old sign. New sign will be bolted to bracket.
3. Bundle and return old bus stop signs to Johnson County representative.
4. Clean sign.
5. Work shall be completed within 45 days of notice to proceed.
6. Prevailing wage required.

Phase 2

1. Remove existing bus stop signs from each identified bus stop location within Wyandotte County, Kansas.
 - a. Existing signs may be either bolted or screwed onto their respective pole depending on pole type. Pole types range from four-sided steel poles to wood utility poles.
2. Install new RideKC sign bracket to pole and attach new RideKC sign to bracket.
 - a. Bracket should be attached to the pole in the same manner and location as the old sign. New sign will be bolted to bracket.
3. Bundle and return old bus stop signs to Johnson County representative.
4. Work shall be completed within 90 days of notice to proceed.
5. Prevailing wage required.

Phase 1 and Phase 2 work may be performed concurrently. Both phases should be completed within 90 days of NTP. Phase 1 should be completed within 45 days of NTP.

The project shall be accomplished under a single Lump Sum Contract. The cost of work not specifically identified but necessary for proper installation shall be included.

KCATA reserves the right to add to or reduce the scope of work if it determines it is in the best interest of the KCATA. Scope change may be accomplished by addition/reduction of quantities or otherwise addition/elimination of work items in their entirety. Contractor shall obtain approval from the KCATA prior to ordering of equipment and materials.

TECHNICAL SPECIFICATIONS

All work shall be completed in a good and workmanlike manner in accordance with the generally accepted standards of care in the industry. The contractor/fabricator shall furnish all necessary labor, materials, equipment, supplies, tools and supervision to accomplish the work.

Exhibit A-1
Locations of Signs to be Replaced in Johnson County

ON WINCHESTER AT 87TH ST SOUTHBOUND
ON 95TH AT LACKMAN EASTBOUND
ON 95TH AT LACKMAN WESTBOUND
ON RENNER AT 94TH SOUTHBOUND
ON 95TH AT RIDGE EASTBOUND
ON 95TH AT LOLIRET BLVD EASTBOUND
ON 95TH AT TWILIGHT LANE
ON 95TH AT DICE LANE
ON 95TH SANTA FE TRAIL DR EASTBOUND
ON 95TH AT PFLUMM RD EASTBOUND
ON 95TH AT NOLAND EASTBOUND
ON 95TH AT NOLAND WESTBOUND
ON 95TH AT PFLUMM WESTBOUND
ON 95TH AT SANTA FE TRAIL DR WESTBOUND
ON 95TH AT DICE LANE WESTBOUND
ON 95TH AT TWILIGHT WESTBOUND
ON 95TH AT LOIRET BLVD WESTBOUND
ON 95TH AT RIDGE DR WESTBOUND
ON RENNER BLVD AT 94TH NORTHBOUND
ON 95TH AT ANTIOCH EASTBOUND
ON 95TH AT ANTIOCH WESTBOUND
ON 95TH AT METCALF EASTBOUND
ON 95TH AT METCALF WESTBOUND NEARSIDE
ON METCALF AT W 137TH NORTHBOUND
ON W 137TH AT OUTLOOK WESTBOUND
ON 119TH AT HEMLOCK WESTBOUND
ON 119TH AT GRANT WESTBOUND
ON W 119TH AT FARLEY WESTBOUND
ON 119TH AT GRANT EASTBOUND
ON 119TH AT SWITZER WESTBOUND
ON 119TH AT NIEMAN EASTBOUND
ON 119TH AT NIEMAN WESTBOUND
ON 119TH AT INDIAN CREEK PARKWAY WESTBOUND
ON 95TH AT FOSTER/RILEY EASTBOUND
ON 95TH AT LAMAR EASTBOUND FARSIDE
ON 95TH AT OUTLOOK EASTBOUND
ON 95TH AT ROSEWOOD EASTBOUND
ON 95TH AT DELMAR ST EASTBOUND
ON 95TH AT ROE WESTBOUND
ON 95TH AT DELMAR WESTBOUND
ON 95TH AT OUTLOOK DR WESTBOUND
ON 95TH AT LOWELL WESTBOUND
ON 95TH AT HARDY DR WESTBOUND
ON ANTIOCH RD AT W 103RD ST NB
ON ANTIOCH ROAD AT W 67TH SB FS
ON METCALF AT 133TH ST NORTHBOUND
STRANG LINE ROAD PARK AND RIDE
ON COLLEGE BLVD AT CODY EASTBOUND
ON COLLEGE BLVD AT CODY WESTBOUND
ON COLLEGE BLVD AT 109TH ST WESTBOUND
ON ANTIOCH AT 106TH TER NORTHBOUND

ON ANTIOCH AT 106TH TER SOUTHBOUND
ON ANTIOCH AT 102ND TER NORTHBOUND
ON ANTIOCH AT 102ND TER SOUTHBOUND
ON ANTIOCH AT HADLEY NORTHBOUND
ON 95TH AT GRANT DR WESTBOUND
ON 115TH AT KOHL'S ACCESS RD WB
ON RENNEN BLVD AT 112TH SOUTHBOUND / EPA
ON RENNEN BLVD AT 116TH ST NB
ON COLLEGE BLVD AT LACKMAN ROAD WESTBOUND FS
ON RENNEN BLVD AT 112TH ST NB
ON COLLEGE BLVD AT STRANGLINE ROAD WESTBOUND
ON COLLEGE BLVD AT LAKEVIEW AVE WB
ON COLLEGE BLVD AT S GREENWOOD ST WESTBOUND FS
ON COLLEGE BLVD AT LACKMAN WB
ON COLLEGE BLVD AT PFLUMM ROAD WESTBOUND
ON COLLEGE BLVD AT HAUSER ST WESTBOUND
ON COLLEGE BLVD AT S GLENWOOD ST WB
ON COLLEGE BLVD AT WESTGATE ST WESTBOUND
ON COLLEGE BLVD AT HAUSER ST WB
ON COLLEGE BLVD AT WESTGATE / CAMPUS DR WB
ON NIEMAN RD AT 75TH ST NB
ON NIEMAN ROAD AT 69TH SOUTHBOUND
ON NIEMAN ROAD AT 65TH ST SOUTHBOUND
ON NIEMAN ROAD ON 65TH ST NB
ON NIEMAN ROAD AT 60TH SOUTHBOUND
ON JOHNSON DR AT BLUEJACKET ST EB
ON JOHNSON DRIVE AT GODDARD ST EB
ON JOHNSON DRIVE AT KNOX ST EB
ON JOHNSON DRIVE AT KNOX STREET WESTBOUND
ON JOHNSON DRIVE AT MERRIAM DRIVE EB
ON JOHNSON DRIVE AT IKEA WAY FS EB
ON JOHNSON DRIVE AT IKEA WAY WB FARMSIDE
ON JOHNSON DRIVE AT ANTIOCH ROAD EB
ON JOHNSON DRIVE AT ANTIOCH ROAD WB FARMSIDE
ON JOHNSON DRIVE AT HADLEY ST EB
ON JOHNSON DRIVE AT HADLEY ST WB FS
ON JOHNSON DRIVE AT GOODMAN ST EB FARMSIDE
ON JOHNSON DRIVE AT GOODMAN ST WB NEARSIDE
ON JOHNSON DRIVE AT RILEY STREET EB
ON JOHNSON DRIVE AT RILEY ST WB FS
COURTESY STOP ON BROADMOOR ST AT JOHNSON DRIVE SB
ON FOXRIDGE DRIVE AT 5400 FOXRIDGE DRIVE SB NS
ON RENNEN ROAD AT 116TH SOUTHBOUND
ON 137TH ST AT ANTIOCH SB
ON METCALF AT 135TH ST SOUTHBOUND
ON METCALF AT 132ND ST SOUTHBOUND
ON METCALF AT 129TH ST NORTHBOUND
ON METCALF AT 129TH ST SOUTHBOUND
ON METCALF AT 125TH TER NORTHBOUND
ON METCALF AT 125TH TERR SOUTHBOUND
ON METCALF AT 121ST ST NORTHBOUND
ON METCALF AT 121ST ST SOUTHBOUND
SHAWNEE MISSION PKWY AT MISSION ROAD WB
SHAWNEE MISSION PKWY AT BELINDER ROAD EB
SHAWNEE MISSION PKWY AT MISSION ROAD WB
ON QUIVIRA AT 121ST NB
ON QUIVIRA AT 119TH CT NB

ON QUIVIRA AT 119TH NB
ON QUIVIRA AT 116TH ST NB
ON QUIVIRA AT 121ST SB
ON OAKMONT AT 110TH ST NB
ON QUIVIRA AT 119TH CT SB
ON 110TH ST AT QUIVIRA EB
ON QUIVIRA AT 109TH ST NB
ON QUIVIRA BETWEEN 118TH AND 119TH ST SB
ON QUIVIRA AT 105TH ST NB
ON QUIVIRA AT 116TH ST SB
ON QUIVIRA AT 103RD ST NB FS
ON QUIVIRA AT 101ST ST NB
ON 110TH AT QUIVIRA WB
ON QUIVIRA AT 99TH TER NB
ON QUIVIRA AT 109TH ST SB
ON QUIVIRA AT 97TH ST NB
ON 97TH ST AT OAK PARK MALL EB
ON W 95TH ST AT CODY ST WB
ON QUIVIRA AT 99TH TER SB
ON QUIVIRA AT 93RD ST NB
ON QUIVIRA AT 85TH ST NB
ON QUIVIRA AT 81ST SB
ON QUIVIRA AT 79TH ST SB
ON 75TH ST AT FLINT EB
ON 75TH ST AT GODDARD ST EB
ON 75TH ST AT ANTIOCH EB
ON 75TH ST AT HADLEY EB
ON 75TH ST AT HARDY ST EB
ON 75TH AT HADLEY WB
ON 75TH ST AT LOWELL EB FS
ON 75TH AT LOWELL AVE WB
ON 75TH AT CONSER ST EB
ON 75TH AT CONSER ST WB
ON 75TH AT MARTY ST EB FS
ON 75TH AT MARTY WB
ON 75TH AT RIGGS ST EB
ON 75TH AT JUNIPER WB FS
ON 75TH AT DELMAR ST WB
ON 75TH ST AT PAWNEE ST EB FS
ON 75TH ST AT CHADWICK EB
ON 75TH AT CHADWICK ST WB
ON 75TH ST AT BOOTH EB FS
ON 75TH ST AT STATE LINE RD EB
ON ANTIOCH ROAD AT 75TH ST NB
ON ANTIOCH ROAD AT 63RD ST NB
WAL-MART PARK & RIDE AT K-7 & SANTA FE NB
ON ANTIOCH ROAD AT 99TH ST SB
ON COLLEGE BLVD AT NIEMAN RD EB
ON MASTIN AT COLLEGE NB
COURTESY ON ANTIOCH AT SANTA FE DR SB
ON MASTIN ST AT 109TH ST NB
ON MASTIN & COLLEGE PARK AND RIDE
ON ANTIOCH AT 79TH SB
ON INDIAN CREEK PKWY AT W 109TH ST FS
ON INDIAN CREEK PKWY AT GRANDVIEW DR WESTBOUND
ON ANTIOCH AT 73RD SOUTHBOUND
ON ANTIOCH ROAD AT INDIAN CREEK PARKWAY NB

ON ANTIOCH AT 71ST SB
ON ANTIOCH AT 69TH ST SB NS
ON ANTIOCH ROAD AT W 99TH TER NB
ON ANTIOCH ROAD AT W 91ST NB
ON ANTIOCH RD AT 64TH ST SB
ON ANTIOCH ROAD AT SHAWNEE MISSION PKWY SB FS
ON SHAWNEE MISSION PKWY AT CRAIG RD WB
ON ANTIOCH ROAD AT W 67TH ST NORTHBOUND
ON SHAWNEE MISSION PARKWAY AT FOSTER/SANTA FE WB
ON SHAWNEE MISSION PKWY AT FOSTER/SANTA FE DR EB
COURTESY ON SHAWNEE MISSION PARKWAY AT GLENWOOD ST
ON ANTIOCH ROAD AT W 103RD ST SB
ON ANTIOCH AT INDIAN CREEK PARKWAY SB
ON INDIAN CREEK PARKWAY AT GRANDVIEW WB
ON INDIAN CREEK AT 109TH ST SB
WAL-MART PARK & RIDE AT K-7 & SANTA FE SB
ON MASTIN AT 109TH ST SB
ON COLLEGE BLVD AT NIEMAN WB
ON ANTIOCH AT HADLEY SOUTHBOUND
ON ANTIOCH AT 93RD NORTHBOUND
ON ANTIOCH AT 93RD SOUTHBOUND
ON ANTIOCH AT 91ST SOUTHBOUND
ON ANTIOCH AT 88TH TER/89TH ST NORTHBOUND
ON ANTIOCH AT W 89TH ST SOUTHBOUND
ON ANTIOCH AT W 87TH NORTHBOUND
ON ANTIOCH AT W 83RD ST NORTHBOUND
ON ANTIOCH AT 83RD ST SOUTHBOUND
ON ANTIOCH AT 81ST NORTHBOUND
ON ANTIOCH AT W 81ST SOUTHBOUND
ON ANTIOCH AT 77TH NORTHBOUND
ON ANTIOCH AT 77TH SOUTHBOUND
ON ANTIOCH AT 69TH ST NORTHBOUND
COURTESY ON N MUR-LEN AT SANTA FE ST NB
ON W 95TH AT BLUEJACKET ST WB
ON W 151ST AT S MUR-LEN ROAD EB
ON W 151ST AT ANTIOCH RD EB
ON ANTIOCH ROAD AT 139TH ST NB
ON 137TH ST AT ANTIOCH NB
ON W 66TH AT HILLTOP DR
ON SHAWNEE MISSION PARKWAY AT LONG WESTBOUND
ON SHAWNEE MISSION PARKWAY AT PFLUMM WESTBOUND
ON ANTIOCH ROAD AT 96TH ST NB
ON ANTIOCH AT 87TH ST NB
ON W 75TH ST AT METCALF AVE WESTBOUND
ON W 75TH ST AT METCALF EASTBOUND
ON 95TH ST AT OAK PARK MALL LOOP EB
ON 75TH ST AT RIGGS WB FS
ON NIEMAN ROAD AT JOHNSON DRIVE NB
ON W 137TH AT METCALF WESTBOUND
ON W 138H AT PRAIRIEFIRE WESTBOUND
ON W 138TH AT LAMAR WESTBOUND
ON SPRINT CAMPUS NORTHBOUND
ON 95TH AT SWITZER EASTBOUND
ON 95TH AT CONNELL DR EASTBOUND
ON 95TH AT KESSLER EB
ON 95TH AT BARKLEY ST
ON 95TH AT WENONGA RD EASTBOUND

ON 95TH AT LEE WESTBOUND
ON 95TH AT CHADWICK/ENSLEY WESTBOUND
ON 95TH ST AT NALL EASTBOUND
ON NIEMAN ROAD AT 64TH ST NB
ON NIEMAN ROAD AT 60TH ST NB
ON W 51ST STREET AT LAMAR AVE WB
SHAWNEE MISSION PKWY AT BELINDER ROAD WB
ON OAKMONT AT 110TH SB
ON 97TH AT OAK PARK MALL LOOP
ON QUIVIRA AT 85TH ST SB
ON 75TH AT LUCILLE ST EB
ON QUIVIRA AT 77TH TER SB FS
ON QUIVIRA AT 76TH ST SB
ON 75TH ST AT WOODSON EB FS
ON 75TH ST AT NALL EB
ON 75TH ST AT JUNIPER DR EB
ON 75TH AT MISSION RD EB
ON ANTIOCH ROAD AT 96TH SB
ON ANTIOCH AT 75TH ST SOUTHBOUND
ON ANTIOCH ROAD AT 79TH ST NB
ON ANTIOCH AT W 87TH SOUTHBOUND
ON ANTIOCH AT 73RD NORTHBOUND
ON W 95TH ST AT NIEMAN ROAD EB
ON ANTIOCH ROAD AT 147TH ST NB
ON SHAWNEE MISSION PARKWAY AT QUIVIRA WESTBOUND
ON SHAWNEE MISSION PARKWAY AT QUIVIRA EASTBOUND
ON SHAWNEE MISSION PARKWAY AT LONG ST EASTBOUND
ON SHAWNEE MISSION PARKWAY AT PFLUMM EASTBOUND
JOHNSON COUNTY COMMUNITY COLLEGE CARLSEN CENTER
OAK PARK MALL PARK AND RIDE
ON QUIVIRA AT 75TH ST SOUTHBOUND
ON 119TH AT SWITZER WESTBOUND
ON COLLEGE AT 109TH ST EASTBOUND
ON STATE LINE AT 7920 SB
COURTESY STOP ON QUIVIRA AT 105TH SB
ON QUIVIRA AT 95TH ST NB
ON 75TH AT BELINDER AVE EB FS
ON 75TH ST AT BELINDER WB
ON E SANTA FE ST AT CHERRY ST EB
ON ANTIOCH ROAD AT 71ST ST NB
ON 95TH ST AT MISSION WESTBOUND
ON 95TH AT LOWELL EASTBOUND
ON 95TH AT ROE EASTBOUND
ON 95TH AT MISSION EASTBOUND
ON STATE LINE AT 79TH SOUTHBOUND
ON 95TH ST AT NALL WESTBOUND
ON QUIVIRA AT 91ST SB
ON 75TH ST AT ROE EB
ON 75TH ST AT DELMAR EB
ON 75TH AT GODDARD ST WB
ON METCALF AT 132ND ST NORTHBOUND
ON QUIVIRA AT 91ST NB
ON 119TH AT LOWELL EASTBOUND
ON W 119TH AT HEMLOCK EASTBOUND
ON 119TH AT FARLEY EASTBOUND
ON 119TH AT INDIAN CREEK PARKWAY EASTBOUND
ON 95TH AT HARDY EASTBOUND

ON 95TH AT CHADWICK/ENSLEY EASTBOUND
ON 95TH AT LEE EASTBOUND
ON 95TH ST AT WENONGA WESTBOUND
ON 95TH AT ROSEWOOD WESTBOUND
ON 95TH AT LAMAR WESTBOUND NEARSIDE
ON 95TH AT BARKLEY WESTBOUND
ON 95TH AT FOSTER/RILEY WESTBOUND
ON 95TH AT KESSLER WESTBOUND
ON 95TH AT CONNELL DR WESTBOUND
ON 95TH AT SWITZER WESTBOUND NEARSIDE
ON COLLEGE BLVD AT STRANG LINE ROAD WB
ON COLLEGE BLVD AT PFLUMM RD WB
ON NIEMAN ROAD AT 74TH STREET SOUTHBOUND
ON NIEMAN ROAD BETWEEN 72ND AND 71ST SOUTHBOUND
ON NIEMAN RD AT 74TH ST NB
ON NIEMAN ROAD AT 75TH STREET SOUTHBOUND NS
ON NIEMAN RD AT 72ND TERR NB
ON NIEMAN ROAD AT 71ST ST SOUTHBOUND
ON NIEMAN ROAD AT 71ST ST NB
ON NIEMAN ROAD AT 69TH ST NB FS
ON NIEMAN ROAD AT 64TH ST SOUTHBOUND
ON NIEMAN ROAD AT 62ND STREET SOUTHBOUND
ON NIEMAN ROAD AT 62ND ST NB
ON NIEMAN ROAD AT JOHNSON DRIVE SOUTHBOUND MB
ON JOHNSON DRIVE AT BLUEJACKET ST WESTBOUND
ON JOHNSON DRIVE AT GODDARD ST WESTBOUND
ON JOHNSON DRIVE AT BRITTANY/W 59TH PL EB
ON JOHNSON DRIVE AT BRITTANY / W 59TH ST WB
ON JOHNSON DRIVE AT MERRIAN DRIVE WB FAR SIDE
ON QUIVIRA AT 103RD ST SB
ON QUIVIRA AT 101ST SB
ON QUIVIRA AT 81ST ST NB
ON QUIVIRA AT 79TH ST NB
ON QUIVIRA AT 76TH ST NB
ON 75TH AT NIEMAN RD EB
ON 75TH AT LUCILLE ST WB
ON 75TH ST AT SWITZER EB
ON 75TH AT FRONTAGE ROAD EB FS
ON 75TH ST AT LAMAR EB
ON 75TH ST AT LAMAR AVE
ON 75TH AT WOODSON ST WB
ON 75TH AT NALL AVE WB
ON 75TH ST AT ROE WB
ON 75TH ST AT MISSION RD WB
ON 75TH ST AT PAWNEE ST WB
ON 75TH AT BOOTH WB
ON 151ST ST AT S BROUGHAM DR EB
ON 151ST AT S MULLEN ST EB
ON 151ST ST BETWEEN GREENWOOD AND S PFLUMM RD EB
ON ANTIOCH ROAD AT 143RD ST NB
ON QUIVIRA ROAD AT W 75TH NORTHBOUND
ON W 75TH STREET AT QUIVIRA ROAD WESTBOUND
AT 75TH AND NIEMAN ROAD WB NS
AT SHAWNEE MISSION MEDICAL CENTER WB
ON 75TH AT STATELINE WB FS
ON ROE AT 51ST NORTHBOUND
ON STATE LINE AT 82ND STREET SOUTHBOUND

ON STATE LINE AT 88TH ST SOUTHBOUND FARMSIDE
ON ROE AT 55TH ST NORTHBOUND
ON ROE AT 55TH ST SB
ON ROE AT 51ST SB
ON STATE LINE BETWEEN 76TH & MEADOWLAKE SB
ON STATE LINE AT 95TH SB
ON STATE LINE AT 84TH TERRACE SOUTHBOUND NEARSIDE
ON STATE LINE AT 90TH SOUTHBOUND
VILLA ST. FRANCIS
COURTESY ON QUIVIRA AT 125TH ST SB
COURTESY ON QUIVIRA AT 119TH ST SB FS
AT SHAWNEE MISSION MEDICAL CENTER
ON 75TH AND FRONTAGE ROAD WB
ON W 109TH ST AT FARLEY NB
ON W 109TH AT FARLEY SB
SHERIDAN AND MUR LEN PARK AND RIDE
ON E SHERIDAN ST AT S MUR LEN ROAD EB
ON ROE AVE AT JOHNSON DRIVE NORTHBOUND FARMSIDE
ON ROE AT 53RD TER NORTHBOUND
ON ROE AT 48TH NORTHBOUND
ON W 48TH AT ROE LANE EASTBOUND
ON W 47TH AT FONTANA EASTBOUND
ON W 47TH AT ALHAMBRA EASTBOUND
ON W 47TH ST AT REINHARDT EASTBOUND
ON W 47TH AT ROE LANE WESTBOUND
ON ROE AT 48TH SOUTHBOUND
ON ROE AT W 53RD SOUTHBOUND
ON W 47TH AT BELINDER RD EASTBOUND
ON 47TH AT MISSION EASTBOUND
ON 47TH AT ADAMS EASTBOUND

Exhibit A-2
Existing Sign Examples for Reference









Exhibit A-3
Locations of Signs to be Replaced in Wyandotte County

47TH & STATE AVE METROCENTER NORTHBOUND LANE
47TH & STATE AVE METROCENTER SOUTHBOUND LANE
7TH & MINNESOTA TRANSIT CENTER DIAGONAL LANE
AT DOUGLAS HEIGHTS 40TH & LAWRENCE
DRIVEWAY OF AVTS ON 59TH ST
INTERCITY VIADUCT & STATE LINE WB
JAMES ST BRIDGE ENTRANCE SB
JAMES ST BRIDGE ENTRANCE SB
KANSAS CITY KANSAS PUBLIC LIBRARY WEST WYANDOTTE
ON 103RD TERR AT LEAVENWORTH RD NB
ON 103RD TERR AT WEBSTER NB
ON 103RD TERR BETWEEN WEBSTER AND LEAVENWORTH NB
ON 10TH AT 15 N 10TH NORTHBOUND
ON 10TH AT ANN NORTHBOUND
ON 10TH AT ANN SOUTHBOUND
ON 10TH AT ARGENTINE BLVD SOUTHBOUND
ON 10TH AT ARGENTINE NORTHBOUND
ON 10TH AT CALVIN NORTHBOUND
ON 10TH AT CALVIN SOUTHBOUND
ON 10TH AT CENTRAL EASTBOUND
ON 10TH AT CENTRAL NORTHBOUND
ON 10TH AT CENTRAL SOUTHBOUND
ON 10TH AT CUSTER SOUTHBOUND
ON 10TH AT EVERETT SB
ON 10TH AT FORD NB
ON 10TH AT FORD SB
ON 10TH AT FREEMAN NORTHBOUND
ON 10TH AT FREEMAN SOUTHBOUND
ON 10TH AT GILMORE SOUTHBOUND
ON 10TH AT GRANDVIEW BLVD NORTHBOUND
ON 10TH AT GRANDVIEW BLVD SOUTHBOUND
ON 10TH AT IVANDALE NORTHBOUND
ON 10TH AT KANSAS NORTHBOUND
ON 10TH AT KANSAS SOUTHBOUND
ON 10TH AT MCALPINE NORTHBOUND
ON 10TH AT MINNESOTA SOUTHBOUND
ON 10TH AT MONTANA NORTHBOUND
ON 10TH AT MONTANA SOUTHBOUND
ON 10TH AT OAKLAND NORTHBOUND
ON 10TH AT OAKLAND SOUTHBOUND
ON 10TH AT ORVILLE NORTHBOUND
ON 10TH AT ORVILLE SOUTHBOUND
ON 10TH AT PACIFIC NORTHBOUND
ON 10TH AT PACIFIC SOUTHBOUND
ON 10TH AT RAY NORTHBOUND
ON 10TH AT RAY SOUTHBOUND
ON 10TH AT RIDGE SOUTHBOUND
ON 10TH AT SHAWNEE NORTHBOUND
ON 10TH AT SHAWNEE SOUTHBOUND
ON 10TH AT SPLITLOG NORTHBOUND
ON 10TH AT SPLITLOG SOUTHBOUND
ON 10TH AT TENNY NORTHBOUND
ON 10TH AT TENNY SOUTHBOUND

ON 10TH AT WASHINGTON NORTHBOUND
ON 11TH ST AT REYNOLDS NORTHBOUND
ON 12TH AT CHEYENNE NB
ON 12TH AT CHEYENNE SB
ON 12TH AT METROPOLITAN NORTHBOUND
ON 12TH AT RUBY SOUTHBOUND
ON 12TH ST AT METROPOLITAN SB
ON 12TH ST AT RIVERVIEW NORTHBOUND
ON 12TH ST AT WYOMING EB
ON 12TH STREET AT OSAGE NORTHBOUND
ON 13TH AT GARFIELD NORTHBOUND
ON 13TH AT GARFIELD SOUTHBOUND
ON 13TH AT PARALLEL PKWY NORTHBOUND
ON 13TH AT TROUP NORTHBOUND
ON 13TH AT TROUP SOUTHBOUND
ON 13TH AT WOOD SOUTHBOUND
ON 18TH AT CENTRAL SOUTHBOUND
ON 21ST ST BETWEEN METROPOLITAN AND RUBY SB
ON 2237 QUINDARO EASTBOUND
ON 24TH NB NEAR STRONG
ON 27TH AT BROWN SOUTHBOUND
ON 27TH AT FARROW SOUTHBOUND
ON 27TH AT GARFIELD NORTHBOUND
ON 27TH AT GARFIELD SOUTHBOUND
ON 27TH AT LATHROP NORTHBOUND
ON 27TH AT LATHROP SOUTHBOUND
ON 27TH AT PARALLEL AVE
ON 27TH AT WOOD AVE SOUTHBOUND
ON 34TH AT BROWN NORTHBOUND
ON 34TH AT HASKELL NB
ON 34TH AT HASKELL SB
ON 34TH AT KIMBALL NB
ON 34TH AT KIMBALL SB
ON 34TH AT LAFAYETTE NORTHBOUND
ON 34TH AT LATHROP NB
ON 34TH AT LATHROP SB
ON 34TH AT LAYFAYETTE SOUTHBOUND
ON 34TH AT PARALLEL NB
ON 34TH AT PARALLEL SB
ON 34TH AT ROWLAND NB
ON 34TH AT ROWLAND SB
ON 38TH AT 1150 N 38TH NORTHBOUND
ON 38TH AT 1151 N 38TH SOUTHBOUND
ON 38TH AT EVERETT NB
ON 38TH AT EVERETT SOUTHBOUND
ON 38TH AT OAKLAND NORTHBOUND
ON 38TH AT OAKLAND SOUTHBOUND
ON 38TH AT WALKER NORTHBOUND
ON 38TH AT WALKER SOUTHBOUND
ON 38TH ST AT WEBSTER NB
ON 38TH ST AT WEBSTER SB
ON 3RD AT EDGERTON AVE NB
ON 3RD AT MINNESOTA SB
ON 3RD ST AT EDGERTON SOUTHBOUND
ON 3RD ST AT GARFIELD NORTHBOUND
ON 3RD ST AT GARFIELD SOUTHBOUND
ON 3RD ST AT RICHMOND NORTHBOUND

ON 3RD ST AT RICHMOND SOUTHBOUND
ON 3RD ST AT NEW JERSEY SB
ON 3RD ST AT QUINDARO NORTHBOUND
ON 3RD ST AT STATE AVE NB
ON 3RD ST AT WASHINGTON NORTHBOUND NEARSIDE
ON 3RD ST AT WASHINGTON SB
ON 40TH AT BARBER NORTHBOUND
ON 40TH AT BARBER SOUTHBOUND
ON 40TH AT METROPOLITAN NORTHBOUND
ON 40TH AT RUBY NORTHBOUND
ON 40TH AT RUBY SOUTHBOUND
ON 42ND AT STRONG NORTHBOUND
ON 42ND ST AT KANSAS AVE NORTHBOUND
ON 42ND ST AT KANSAS AVE SOUTHBOUND
ON 42ND ST AT SPEAKER RD NORTHBOUNN
ON 43RD AT BOOTH WESTBOUND
ON 43RD AT FISHER WESTBOUND
ON 43RD AT MINNIE WESTBOUND
ON 47TH AT ADAMS EASTBOUND
ON 47TH AT MINNESOTA SOUTHBOUND
ON 47TH AT MINNESOTA SOUTHBOUND
ON 47TH AT MISSION EASTBOUND
ON 47TH ST AT GARFIELD AVE NORTHBOUND
ON 47TH ST AT OAKLAND AVE SOUTHBOUND
ON 47TH ST AT STATE AVE NORTHBOUND
ON 47TH ST AT MINNESOTA AVE NB
ON 4TH AT STATE AVE. SOUTHBOUND
ON 4TH AT STATE NORTHBOUND
ON 4TH AT WASHINGTON NORTHBOUND
ON 4TH AT WASHINGTON SOUTHBOUND
ON 55TH STREET BETWEEN CLARK & MIAMI SOUTHBOUND
ON 59TH ST AT PARALLEL PKWY SOUTHBOUND
ON 59TH ST AT PARALLEL PKWY NB
ON 59TH ST AT PARALLEL PKWY NB
ON 5TH AT STATE AVE NB
ON 5TH ST AT FREEMAN AVE NB
ON 5TH ST AT FREEMAN SOUTHBOUND
ON 5TH ST AT NEBRASKA NB
ON 5TH ST AT NEBRASKA SOUTHBOUND
ON 5TH ST AT RICHMOND NORTHBOUND
ON 5TH ST AT WALKER NB
ON 5TH ST AT WALKER SOUTHBOUND
ON 5TH ST AT WASHINGTON NB
ON 5TH ST AT RICHMOND SOUTHBOUND
ON 5TH ST AT WASHINGTON SOUTHBOUND
ON 6TH AT ANN SOUTHBOUND
ON 6TH AT ANN SOUTHBOUND
ON 6TH AT MINNESOTA NORTHBOUND
ON 6TH AT MINNESOTA SOUTHBOUND
ON 6TH AT MINNESOTA SOUTHBOUND
ON 6TH AT STATE SOUTHBOUND
ON 7TH AT BARNETT NORTHBOUND
ON 7TH AT BARNETT NORTHBOUND
ON 7TH AT CENTRAL NORTHBOUND
ON 7TH AT CENTRAL NORTHBOUND
ON 7TH AT CENTRAL SOUTHBOUND
ON 7TH AT CHEYENNE NORTHBOUND

ON 7TH AT CHEYENNE SOUTHBOUND
ON 7TH AT FREEMAN NORTHBOUND
ON 7TH AT KANSAS NORTHBOUND
ON 7TH AT KANSAS SOUTHBOUND
ON 7TH AT LAFAYETTE NORTHBOUND
ON 7TH AT LOWELL AVE NORTHBOUND
ON 7TH AT LOWELL AVE NORTHBOUND
ON 7TH AT LOWELL SOUTHBOUND
ON 7TH AT LOWELL SOUTHBOUND
ON 7TH AT METROPOLITAN SOUTHBOUND
ON 7TH AT MIAMI NORTHBOUND
ON 7TH AT MIAMI SOUTHBOUND
ON 7TH AT MINNESOTA SOUTHBOUND
ON 7TH AT NEW JERSEY SOUTHBOUND
ON 7TH AT NORTHRUP SOUTHBOUND
ON 7TH AT OAKLAND NORTHBOUND
ON 7TH AT OAKLAND SOUTHBOUND
ON 7TH AT OHIO NORTHBOUND
ON 7TH AT OHIO NORTHBOUND
ON 7TH AT ORVILLE NORTHBOUND
ON 7TH AT ORVILLE NORTHBOUND
ON 7TH AT ORVILLE SOUTHBOUND
ON 7TH AT OSAGE NORTHBOUND
ON 7TH AT OSAGE SOUTHBOUND
ON 7TH AT PACIFIC NORTHBOUND
ON 7TH AT PACIFIC NORTHBOUND
ON 7TH AT PACIFIC SOUTHBOUND
ON 7TH AT PARALLEL AVE NORTHBOUND
ON 7TH AT PARALLEL PKWY NORTHBOUND
ON 7TH AT PARALLEL PKWY SOUTHBOUND
ON 7TH AT PARALLEL SB
ON 7TH AT REYNOLDS NORTHBOUND
ON 7TH AT REYNOLDS NORTHBOUND
ON 7TH AT REYNOLDS SOUTHBOUND
ON 7TH AT SPLITLOG SOUTHBOUND
ON 7TH AT STEIN NORTHBOUND
ON 7TH AT TAUROMEE NORTHBOUND
ON 7TH AT TAUROMEE NORTHBOUND
ON 7TH AT TENNY NORTHBOUND
ON 7TH AT TENNY NORTHBOUND
ON 7TH AT TENNY SOUTHBOUND
ON 7TH AT TOURAMEE SOUTHBOUND
ON 7TH AT TROUP NORTHBOUND
ON 7TH AT TROUP SOUTHBOUND
ON 7TH AT WALKER NORTHBOUND
ON 7TH AT WALKER SOUTHBOUND
ON 7TH AT WASHINGTON NORTHBOUND
ON 7TH AT WASHINGTON SB
ON 7TH AT WASHINGTON SOUTHBOUND
ON 7TH BETWEEN ANN AND BARNETT SB
ON 7TH BETWEEN ARMSTRONG & ANN SOUTHBOUND
ON 7TH ST AT 6TH/ROWLAND SB
ON 7TH ST AT CENTRAL SOUTHBOUND
ON 7TH ST AT FUNSTON SOUTHBOUND
ON 7TH ST AT MANORCREST SOUTHBOUND
ON 7TH ST AT ROWLAND NORTHBOUND
ON 7TH ST AT LAFAYETTE SB

ON 7TH ST AT MANORCREST NORTHBOUND
ON 7TH ST AT MINNESOTA NB
ON 7TH ST AT SPLITLOG NB
ON 7TH ST AT SPLITLOG NB
ON 7TH ST AT STATE AVE NORTHBOUND
ON 7TH ST AT STATE AVE SB
ON 7TH ST AT STEWART SB
ON 7TH STREET AT FUNSTON RD NB
ON ANN AT 6TH EASTBOUND
ON ANN AT 7TH EASTBOUND
ON ARGENTINE AT 12TH ST SOUTHWESTBOUND
ON ARGENTINE AT OSAGE SOUTHBOUND
ON ARMSTRONG AT 4TH WESTBOUND
ON ARMSTRONG AT 5TH WB
ON ARMSTRONG AT 8TH ST WESTBOUND
ON BARNETT AT PEDESTRIAN CROSSING WB
ON BEARDSLEY AT 550 BEARDSLEY SB
ON BROWN AT 27TH WESTBOUND
ON BROWN AT 29TH WESTBOUND
ON BROWN AT 30TH WESTBOUND
ON BROWN AT 32ND WESTBOUND
ON BROWN AT 33RD WESTBOUND
ON BROWN AT 34TH WB
ON BUNKER AT 18TH ST WESTBOUND
ON CAMPUS BLVD AT PARALLEL PKWY SOUTHBOUND
ON CENTRAL AT 10TH EASTBOUND
ON CENTRAL AT 10TH WESTBOUND
ON CENTRAL AT 11TH EB
ON CENTRAL AT 12TH EASTBOUND
ON CENTRAL AT 12TH NB
ON CENTRAL AT 12TH WESTBOUND
ON CENTRAL AT 13TH EASTBOUND
ON CENTRAL AT 13TH WESTBOUND
ON CENTRAL AT 16TH EASTBOUND
ON CENTRAL AT 16TH WESTBOUND
ON CENTRAL AT 18TH EASTBOUND
ON CENTRAL AT 19TH ST EASTBOUND
ON CENTRAL AT 19TH WESTBOUND
ON CENTRAL AT 21ST ST EASTBOUND
ON CENTRAL AT 21ST WESTBOUND
ON CENTRAL AT 2309 EASTBOUND
ON CENTRAL AT 23RD WESTBOUND
ON CENTRAL AT 24TH EASTBOUND
ON CENTRAL AT 24TH WB
ON CENTRAL AT 6TH EASTBOUND
ON CENTRAL AT 6TH WESTBOUND
ON CENTRAL AT 7TH BTWN TREMONT WB
ON CENTRAL AT 7TH EASTBOUND
ON CENTRAL AT 7TH WESTBOUND
ON CENTRAL AT 8TH WESTBOUND
ON CENTRAL AT 9TH EASTBOUND
ON CENTRAL AT 9TH WESTBOUND
ON CENTRAL AT BALTIMORE WESTBOUND
ON CENTRAL AT BETHANY EASTBOUND
ON CENTRAL AT BETHANY WESTBOUND
ON CENTRAL AT COY EASTBOUND
ON CENTRAL AT FEREE WESTBOUND

ON CENTRAL AT PYLE EASTBOUND
ON CENTRAL AT S EWING EB
ON CENTRAL AT SIMPSON WESTBOUND
ON CENTRAL AT TREMONT EB
ON CENTRAL AT TREMONT EB
ON CENTRAL AT TREMONT WESTBOUND
ON CENTRAL AT VALLEY EB
ON CENTRAL AT VALLEY WESTBOUND
ON CENTRAL AT WILSON EASTBOUND
ON CENTRAL AT WILSON WESTBOUND
ON CORONADO RD AT 3158 CORONADO RD SB
ON ESPLANDE ST AT 10TH ST EB
ON FAIRFAX AT SUNSHINE NB
ON FARROW AT 29TH EASTBOUND
ON FARROW AT 30TH EASTBOUND
ON FARROW AT 32ND EASTBOUND
ON FARROW AT 33RD EASTBOUND
ON FORRESTER EB
ON FUNSTON AT BRINKERHOFF EASTBOUND
ON FUNSTON AT CHRYSLER EASTBOUND
ON FUNSTON AT DODGE EASTBOUND
ON FUNSTON AT FAIRFAX RD EASTBOUND
ON FUNSTON AT FIBERGLASS EASTBOUND
ON GEORGIA AT 106TH STWB
ON GEORGIA AT 107TH ST EB
ON GEORGIA AT 38TH ST EB
ON GEORGIA AT 39TH WB
ON GEORGIA AT 43RD EB
ON GEORGIA AT 43RD WB
ON GEORGIA AT 44TH TERR EB
ON GEORGIA AT 44TH TERR WB
ON GEORGIA AT 47TH WB
ON GEORGIA AT HUTTON EB
ON GEORGIA AT N 47TH EASTBOUND
ON GEORGIA AT N 48TH TERR EASTBOUND
ON HILLTOP RD AT FAIRFAX BLUFFS WB
ON HOEL PKWY AT STATE AVE NB
ON HUTTON AT GEORGIA SB
ON HUTTON BETW HASKELL AND PARALLEL PWY SB
ON HUTTON RD BETW PARALLEL AND HASKELL NB
ON INDEPENDENCE AVE AT BROADWAY WB
ON JAMES ST AT 345 JAMES ST NB
ON JAMES ST AT 345 JAMES ST NB
ON JAMES ST AT 346 JAMES ST SB
ON JAMES ST AT CENTRAL VIADUCT NB
ON JAMES ST AT CENTRAL VIADUCT SB
ON JAMES ST AT OHIO NB
ON JAMES ST AT OHIO NB
ON JAMES ST AT RIVERVIEW AVE SB
ON JAMES ST AT STATE LINE NW
ON JAMES STREET AT 346 JAMES STREET WB
ON JOHNSON DR AT ROE AVE EB
ON JOHNSON DR AT ROE AVE WB
ON KANSAS AVE AT 10TH ST EASTBOUND
ON KANSAS AVE AT 10TH ST WESTBOUND
ON KANSAS AVE AT 12TH ST WESTBOUND
ON KANSAS AVE AT 14TH ST EASTBOUND

ON KANSAS AVE AT 14TH ST WESTBOUND
ON KANSAS AVE AT MILL ST EASTBOUND
ON KANSAS AVE AT MILL ST WESTBOUND
ON KANSAS AVE AT PYLE ST EASTBOUND
ON KANSAS AVE AT 12TH ST EASTBOUND
ON KANSAS AVE AT 65TH ST WB
ON KANSAS AVE AT 66TH TER EASTBOUND
ON KANSAS AVE AT 6845 KANSAS AVE EASTBOUND
ON KANSAS AVE AT 72ND EB
ON KANSAS AVE AT 7TH ST WESTBOUND
ON KANSAS AVE AT S 78TH EB
ON KAW DR AT S 68TH WB
ON KAW DR AT SWARTZ WB
ON LEAVENWORTH RD AT 85TH PLACE WB
ON LEAVENWORTH RD AT 101ST ST EB
ON LEAVENWORTH RD AT N 63RD ST EASTBOUND
ON LEAVENWORTH RD AT N 72ND ST WESTBOUND
ON LEAVENWORTH RD AT N 61ST ST EASTBOUND
ON LEAVENWORTH RD AT 5940 WESTBOUND
ON LEAVENWORTH RD AT 103RD TERR WB
ON LEAVENWORTH RD AT 38TH EB
ON LEAVENWORTH RD AT 38TH ST WB
ON LEAVENWORTH RD AT 43RD EB
ON LEAVENWORTH RD AT 43RD WB
ON LEAVENWORTH RD AT 47TH ST EB
ON LEAVENWORTH RD AT 47TH ST WB
ON LEAVENWORTH RD AT 5955 EASTBOUND
ON LEAVENWORTH RD AT 81ST EB
ON LEAVENWORTH RD AT 81ST WB
ON LEAVENWORTH RD AT 8343 EB
ON LEAVENWORTH RD AT 8350 WB
ON LEAVENWORTH RD AT 85TH PLACE EB
ON LEAVENWORTH RD AT 89TH EB
ON LEAVENWORTH RD AT 89TH WB
ON LEAVENWORTH RD AT 91ST EB
ON LEAVENWORTH RD AT 91ST WB
ON LEAVENWORTH RD AT 99TH EB
ON LEAVENWORTH RD AT 99TH WB
ON LEAVENWORTH RD AT E WELBORN DR EB
ON LEAVENWORTH RD AT E WELBORN LAKE DR WB
ON LEAVENWORTH RD AT N 61ST ST WESTBOUND
ON LEAVENWORTH RD AT N 63RD ST WESTBOUND
ON LEAVENWORTH RD AT N 67TH ST EASTBOUND
ON LEAVENWORTH RD AT N 67TH ST WESTBOUND
ON LEAVENWORTH RD AT N 73RD PL EASTBOUND
ON LEAVENWORTH RD AT N 73RD PL WESTBOUND
ON LEAVENWORTH RD AT N 77TH ST EASTBOUND
ON LEAVENWORTH RD AT N 77TH ST WESTBOUND
ON LEAVENWORTH RD AT N 83RD ST WESTBOUND
ON LEAVENWORTH RD AT N 5124 WESTBOUND
ON LEAVENWORTH RD AT N 51ST EASTBOUND
ON LEAVENWORTH RD AT N 51ST WESTBOUND
ON LEAVENWORTH RD AT N 53RD EASTBOUND
ON LEAVENWORTH RD AT N 53RD WESTBOUND
ON LEAVENWORTH RD AT N 55TH EASTBOUND
ON LEAVENWORTH RD AT N 55TH WESTBOUND
ON LEAVENWORTH RD AT N 56TH EASTBOUND

ON LEAVENWORTH RD AT N 56TH WESTBOUND
ON LEAVENWORTH RD AT N 57TH EASTBOUND
ON LEAVENWORTH RD AT N 57TH WESTBOUND
ON LEAVENWORTH RD AT N 58TH EASTBOUND
ON LEAVENWORTH RD AT N 58TH WESTBOUND
ON LEAVENWORTH RD AT N 60TH EASTBOUND
ON LEAVENWORTH RD AT N 60TH WESTBOUND
ON MERRIAM LANE & 12TH TERRACE EB
ON METROPOLITAN AT 21ST ST EB
ON METROPOLITAN AT 21ST ST WB
ON METROPOLITAN AT 22ND EASTBOUND
ON METROPOLITAN AT 22ND ST WB
ON METROPOLITAN AT 24TH EASTBOUND
ON METROPOLITAN AT 24TH WESTBOUND
ON METROPOLITAN AT 40TH EASTBOUND
ON METROPOLITAN AT 42ND EASTBOUND
ON METROPOLITAN AT 42ND WESTBOUND
ON MINNESOTA AT 10TH EASTBOUND
ON MINNESOTA AT 10TH WESTBOUND
ON MINNESOTA AT 11TH ST EB
ON MINNESOTA AT 11TH WESTBOUND
ON MINNESOTA AT 12TH ST EB
ON MINNESOTA AT 12TH ST WB
ON MINNESOTA AT 13TH ST EB
ON MINNESOTA AT 13TH ST WB
ON MINNESOTA AT 14TH ST EB
ON MINNESOTA AT 14TH WB
ON MINNESOTA AT 16TH ST EB
ON MINNESOTA AT 16TH ST WB
ON MINNESOTA AT 18TH ST EB
ON MINNESOTA AT 18TH ST WB
ON MINNESOTA AT 5TH EB
ON MINNESOTA AT 5TH WB
ON MINNESOTA AT 8TH EASTBOUND
ON MINNESOTA AT 8TH WESTBOUND
ON MINNESOTA AT 9TH EASTBOUND
ON MINNESOTA AT 9TH WESTBOUND
ON MINNESOTA AVE AT 7TH STREET EB
ON MINNESOTA AVE AT 7TH STREET WB
ON MISSION AT 45TH AVE SOUTHBOUND
ON MISSION AT 45TH NORTHBOUND
ON MISSION AT SENECA NORTHBOUND
ON MISSION AT SENECA SOUTHBOUND
ON MISSION AT W 47TH NORTHBOUND
ON N 47TH ST AT GARFIELD AVE SOUTHBOUND
ON N 47TH ST AT LAFAYETTE AVE SOUTHBOUND
ON N 47TH ST AT LAFAYETTE NORTHBOUND
ON N 47TH ST AT OAKLAND AVE SOUTHBOUND
ON N 47TH ST AT STATE AVE SOUTHBOUND
ON N 82ND ST AT TROUP AVE SOUTHBOUND
ON N 83RD ST AT FAYETTE NORTHBOUND
ON N 83RD ST AT GREELEY NORTHBOUND
ON N 83RD ST AT LEAVENWORTH RD. NORTHBOUND
ON N 83RD ST AT PARALLEL AVE NORTHBOUND
ON N 83RD ST AT FAYETTE SOUTHBOUND
ON N 83RD ST AT GREELEY SOUTHBOUND
ON N 110TH ST AT VILLAGE WEST APTS SB

ON N 110TH ST NEAR NTB NB
ON N 47TH ST AT GEORGIA NORTHBOUND
ON N 51ST AT GEORGIA SOUTHBOUND
ON N 51ST AT KIMBALL SOUTHBOUND
ON N 51ST AT LATHROP SOUTHBOUND
ON N 51ST AT LEAVENWORTH RD NORTHBOUND
ON N 51ST AT YECKER NORTHBOUND
ON N 51ST AT YECKER SOUTHBOUND
ON N 6TH AT ORVILLE NB
ON N 6TH AT ORVILLE SB
ON N 6TH AT RIVERVIEW NB
ON N 6TH AT RIVERVIEW SB
ON N 6TH AT SPLITLOG SB
ON N 6TH ST AT SANDUSKY NB
ON N 6TH STREET AT CENTRAL NB
ON N 6TH STREET AT SANDUSK SB
ON N 6TH STREET AT TAUROMEE SB
ON N 82ND AT TROOP NB
ON N 82ND ST AT 1736 PUBLIC LIBRARY SB
ON N. 47TH ST AT CLEVELAND AVE. SOUTHBOUND
ON N. 47TH ST AT CLEVELAND NORTHBOUND
ON OLD 132 HIGHWAY AT FAIRBANKS AVE EASTBOUND
ON OSAGE AT ARGENTINE EASTBOUND
ON PARALLEL AT 106TH EASTBOUND
ON PARALLEL AT 82ND EB
ON PARALLEL AT 98TH EB
ON PARALLEL AT PRAIRIE CROSSING EASTBOUND
ON PARALLEL AT VILLAGE WEST PKWY EASTBOUND
ON PARALLEL AVE AT N 88TH ST WESTBOUND
ON PARALLEL AVE AT N 85TH ST WESTBOUND
ON PARALLEL AVE AT N 86TH TERR WESTBOUND
ON PARALLEL AVE AT 24TH EASTBOUND
ON PARALLEL AVE AT 24TH WESTBOUND
ON PARALLEL AVE AT 26TH EASTBOUND
ON PARALLEL AVE AT 26TH WESTBOUND
ON PARALLEL AVE AT 27TH WESTBOUND
ON PARALLEL AVE AT N 85TH ST EASTBOUND
ON PARALLEL AVE AT N 88TH ST EASTBOUND
ON PARALLEL PKWY AT 4811 EASTBOUND
ON PARALLEL PKWY AT 49TH ST EASTBOUND
ON PARALLEL PKWY AT 54TH ST WB
ON PARALLEL PKWY AT 54TH ST EASTBOUND
ON PARALLEL PKWY AT 57TH ST EASTBOUND
ON PARALLEL PKWY AT 59TH ST WB
ON PARALLEL PKWY AT 106TH ST WB
ON PARALLEL PKWY AT 13TH EASTBOUND
ON PARALLEL PKWY AT 17TH EASTBOUND
ON PARALLEL PKWY AT 17TH WESTBOUND
ON PARALLEL PKWY AT 22ND EASTBOUND
ON PARALLEL PKWY AT 22ND WESTBOUND
ON PARALLEL PKWY AT 4748 WB
ON PARALLEL PKWY AT 47TH ST WB
ON PARALLEL PKWY AT 49TH ST
ON PARALLEL PKWY AT 51ST ST WB
ON PARALLEL PKWY AT 55TH ST EB
ON PARALLEL PKWY AT 59TH ST EB
ON PARALLEL PKWY AT 59TH ST WB

ON PARALLEL PKWY AT 75TH ST WESTBOUND
ON PARALLEL PKWY AT 75TH ST EASTBOUND
ON PARALLEL PKWY AT 77TH ST EASTBOUND
ON PARALLEL PKWY AT 77TH ST WESTBOUND
ON PARALLEL PKWY AT 81ST ST EB
ON PARALLEL PKWY AT 83RD ST WESTBOUND
ON PARALLEL PKWY AT 90TH EB
ON PARALLEL PKWY AT 91ST ST WB
ON PARALLEL PKWY AT 99TH ST WB
ON PARALLEL PKWY AT CAMPUS BLVD EASTBOUND
ON PARALLEL PKWY AT PRAIRIE CROSSING WB
ON PARALLEL PKWY AT VILLAGE WEST WB
ON PARALLEL PKWY BETWEEN 80TH CT & 81ST ST WB
ON PARALLEL PKWY BETWEEN 82ND & 81ST EB
ON PARALLEL PKWY BETWEEN 82ND & 81ST TERR EB
ON PRAUN AT PARALLEL NB
ON PRAUN AT PARALLEL SOUTHBOUND
ON PROVIDENCE MEDICAL CTR CIRCLE DR
ON PROVIDENCE MEDICAL CTR DR WESTBOUND
ON QUINDARO AT 10TH EASTBOUND
ON QUINDARO AT 10TH WESTBOUND
ON QUINDARO AT 11TH EASTBOUND
ON QUINDARO AT 11TH WESTBOUND
ON QUINDARO AT 12TH EASTBOUND
ON QUINDARO AT 12TH WESTBOUND
ON QUINDARO AT 1338 WB
ON QUINDARO AT 1351 QUINDARO EASTBOUND
ON QUINDARO AT 13TH EB
ON QUINDARO AT 13TH WESTBOUND
ON QUINDARO AT 17TH EASTBOUND
ON QUINDARO AT 17TH WESTBOUND
ON QUINDARO AT 18TH EASTBOUND
ON QUINDARO AT 20TH EASTBOUND
ON QUINDARO AT 20TH WESTBOUND
ON QUINDARO AT 21ST PL EASTBOUND
ON QUINDARO AT 21ST WESTBOUND
ON QUINDARO AT 2240 QUINDARO WESTBOUND
ON QUINDARO AT 27TH EASTBOUND
ON QUINDARO AT 27TH WESTBOUND
ON QUINDARO AT 3RD WB
ON QUINDARO AT 4TH ST EASTBOUND
ON QUINDARO AT 4TH ST WESTBOUND
ON QUINDARO AT 6TH ST EASTBOUND
ON QUINDARO AT 6TH ST WESTBOUND
ON QUINDARO AT 7TH FS WB
ON QUINDARO AT 7TH ST EASTBOUND
ON QUINDARO AT 7TH WESTBOUND
ON QUINDARO AT 7TH WESTBOUND
ON QUINDARO AT 8TH EASTBOUND
ON QUINDARO AT 8TH WESTBOUND
ON QUINDARO AT 9TH EASTBOUND
ON QUINDARO AT 9TH WESTBOUND
ON QUINDARO AT ALLIS EASTBOUND
ON QUINDARO AT ALLIS WESTBOUND
ON QUINDARO AT EARLY WESTBOUND
ON QUINDARO AT HIAWATHA EASTBOUND
ON QUINDARO AT HIAWATHA WESTBOUND

ON QUINDARO AT HUTCHINGS WESTBOUND
ON QUINDARO BETWEEN MAXINE WILLIAMS AND EARLY EB
ON QUINDARO LANE AT ARMOURDALE LANE KCKCC
ON RAINBOW AT 3948 RAINBOW SB
ON RAINBOW AT 39TH SOUTHBOUND
ON RAINBOW AT 4140 RAINBOW SB
ON RAINBOW AT 43RD NORTHBOUND
ON RAINBOW AT 45TH NORTHBOUND
ON RAINBOW AT 46TH NORTHBOUND
ON RAINBOW AT 47TH NORTHBOUND
ON RAINBOW AT LUTHERAN CHURCH NORTHBOUND
ON RAINBOW AT MARTY SOUTHBOUND
ON RAINBOW AT OLATHE BLVD SOUTHBOUND
ON RICHMOND AT 4TH ST EASTBOUND
ON RICHMOND AT 4TH ST WESTBOUND
ON RIVERVIEW AT 12TH ST WB
ON ROE AT 48TH NORTHBOUND
ON ROE AT 48TH SOUTHBOUND
ON ROE AT 51ST NORTHBOUND
ON ROE AT 51ST SB
ON ROE AT 53RD TER NORTHBOUND
ON ROE AT 55TH ST NORTHBOUND
ON ROE AT 55TH ST SB
ON ROE AT W 53RD SOUTHBOUND
ON ROE AVE AT JOHNSON DRIVE NORTHBOUND FAR SIDE
ON RUBY AT 14TH EASTBOUND
ON RUBY AT 14TH WESTBOUND
ON RUBY AT 15TH EB
ON RUBY AT 15TH WESTBOUND
ON RUBY AT 17TH EASTBOUND
ON RUBY AT 17TH WESTBOUND
ON RUBY AT 18TH EASTBOUND
ON RUBY AT 18TH WESTBOUND
ON RUBY AT 21ST ST WB
ON RUBY AT VALLEY EASTBOUND
ON RUBY AT VALLEY WESTBOUND
ON S 55TH AT 414 S 55TH SOUTHBOUND
ON S 55TH AT RICHLAND AVE NORTHBOUND
ON S 59TH AT S 61ST TER SB
ON S 59TH AT S 65TH WB
ON S 59TH LANE AT KANSAS AVE CIRCLE NORTHBOUND
ON S 59TH LANE AT SPEAKER ROAD NORTHBOUND
ON S 59TH ST AT SPEAKER RD SB
ON SANDUSKY AT 7TH NB
ON SPEAKER AT 55TH ST WESTBOUND
ON SPEAKER RD AT 42ND ST EASTBOUND
ON SPEAKER RD AT 51ST ST EASTBOUND
ON SPEAKER RD AT 51ST WESTBOUND
ON SPEAKER ROAD AT 4512 SPEAKER ROAD EASTBOUND
ON SPEAKER ROAD AT 4512 SPEAKER WB
ON SPEAKER ROAD AT 4728 SPEAKER RD WB
ON SPEAKER ROAD AT 4728 SPEAKER ROAD EASTBOUND
ON SPEAKER ROAD AT 5203 SPEAKER EASTBOUND
ON SPEAKER ROAD AT 5203 SPEAKER ROAD WB
ON STADIUM DR AT VILLAGE WEST PKWY WB
ON STADIUM DR AT VILLAGE WEST PRKY EB
ON STATE AT 29TH ST WESTBOUND

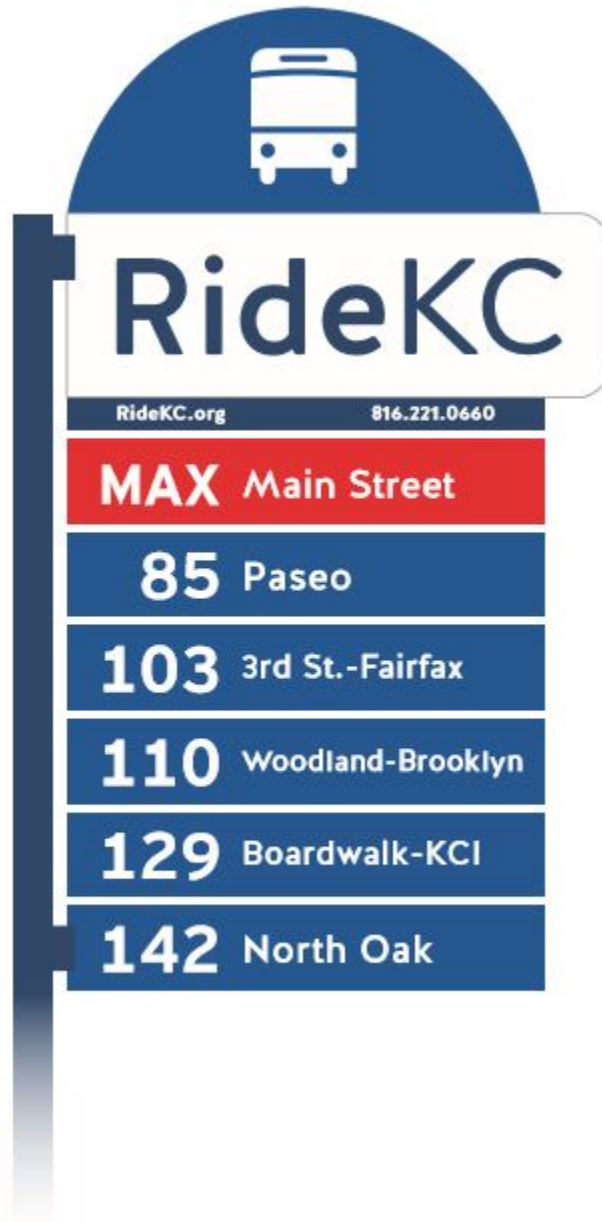
ON STATE AT 38TH EASTBOUND
ON STATE AT 38TH WESTBOUND
ON STATE AT 41ST TERRACE EASTBOUND
ON STATE AT 41ST TERRACE EASTBOUND
ON STATE AT 41ST TERRACE WESTBOUND
ON STATE AT 5TH WESTBOUND
ON STATE AVE AT COLLEGE PKWY WESTBOUND
ON STATE AVE AT MEADOWLARK LANE WESTBOUND
ON STATE AVE AT N 50TH ST EASTBOUND
ON STATE AVE AT N 50TH ST WESTBOUND
ON STATE AVE AT N 50TH ST WESTBOUND
ON STATE AVE AT N 52ND ST EASTBOUND
ON STATE AVE AT N 52ND ST WESTBOUND
ON STATE AVE AT N 55TH ST EASTBOUND
ON STATE AVE AT N 55TH ST WESTBOUND
ON STATE AVE AT N 57TH ST EASTBOUND
ON STATE AVE AT N 59TH PL EASTBOUND
ON STATE AVE AT N 59TH PL WB
ON STATE AVE AT N 62ND PL WESTBOUND
ON STATE AVE AT N 69TH ST EASTBOUND
ON STATE AVE AT N 75TH ST WESTBOUND
ON STATE AVE AT N 78TH ST WESTBOUND
ON STATE AVE AT N 47TH ST EASTBOUND
ON STATE AVE AT N 47TH ST EASTBOUND
ON STATE AVE AT N 62ND PLACE EASTBOUND
ON STATE AVE AT N 65TH WESTBOUND
ON STATE AVE AT N 82ND ST WESTBOUND
ON STATE AVE AT 24TH EB
ON STATE AVE AT 24TH WESTBOUND
ON STATE AVE AT 29TH ST EASTBOUND
ON STATE AVE AT 31ST EASTBOUND
ON STATE AVE AT 31ST WESTBOUND
ON STATE AVE AT 32ND ST WB
ON STATE AVE AT 32ND STREET EB
ON STATE AVE AT 34TH ST EASTBOUND
ON STATE AVE AT 34TH WESTBOUND
ON STATE AVE AT 37TH ST EASTBOUND
ON STATE AVE AT 37TH WESTBOUND
ON STATE AVE AT 67TH EB
ON STATE AVE AT 67TH WB
ON STATE AVE AT 75TH EASTBOUND
ON STATE AVE AT 78TH EB
ON STATE AVE AT 82ND EB
ON STATE AVE AT 86TH ST EB
ON STATE AVE AT 86TH WESTBOUND
ON STATE AVE AT 89TH EB
ON STATE AVE AT 89TH WESTBOUND
ON STATE AVE AT 92ND EB
ON STATE AVE AT 94TH ST EB
ON STATE AVE AT 94TH WESTBOUND
ON STATE AVE AT 95TH WESTBOUND
ON STATE AVE AT CAMPUS DR EB
ON STATE AVE AT CAMPUS DR WB
ON STATE AVE AT COLLEGE PKWY EB
ON STATE AVE AT HOEL PKWY EB
ON STATE AVE AT N 47TH ST WESTBOUND
ON STATE AVE AT N 65TH ST EASTBOUND

ON STATE AVE AT N 69TH ST WESTBOUND
ON STATE AVE AT N 80TH TERR EASTBOUND
ON STATE AVE AT N 92ND ST WESTBOUND
ON STATE AVE AT WASHINGTON EB
ON STATE AVE AT WASHINGTON WB
ON STRONG AT 24TH EASTBOUND
ON STRONG AT 26TH EASTBOUND
ON STRONG AT 26TH WESTBOUND
ON STRONG AT 28TH EASTBOUND
ON STRONG AT 28TH WESTBOUND
ON STRONG AT 29TH EASTBOUND
ON STRONG AT 29TH WB
ON STRONG AT 30TH EASTBOUND
ON STRONG AT 30TH WESTBOUND
ON STRONG AT 31ST EB
ON STRONG AT 31ST WB
ON STRONG AT 32ND EASTBOUND
ON STRONG AT 32ND WESTBOUND
ON STRONG AT 35TH EASTBOUND
ON STRONG AT 35TH WESTBOUND
ON STRONG AT 37TH EASTBOUND
ON STRONG AT 37TH WESTBOUND
ON STRONG AT 38TH EASTBOUND
ON STRONG AT 38TH WESTBOUND
ON STRONG AT 39TH EASTBOUND
ON STRONG AT 39TH WESTBOUND
ON STRONG AT 41ST EASTBOUND
ON STRONG AT 41ST WESTBOUND
ON STRONG AT 42ND WB
ON SUNSHINE AT 7TH ST EASTBOUND
ON SUNSHINE AT BRINKERHOFF WESTBOUND
ON SUNSHINE AT CHRYSLER WESTBOUND
ON SUNSHINE AT DODGE WESTBOUND
ON SUNSHINE AT FIBERGLASS WESTBOUND
ON SUNSHINE AT HARVESTER EASTBOUND
ON SUNSHINE AT HARVESTER WB
ON SUNSHINE AT K-5 HWY EASTBOUND
ON SUNSHINE AT MCCORMICK WB
ON SUNSHINE AT N 7TH ST WB
ON SWARTZ AT 73RD TER WB
ON SWARTZ AT 74TH ST WESTBOUND
ON SWARTZ AT S 75TH WB
ON VICTORY AT PRAUN NW
ON VILLAGE PKWY AT PRAIRIE CROSSING WB
ON VILLAGE WEST AT CABELA DR NORTHBOUND
ON VILLAGE WEST AT SUNFLOWER LA NWB
ON VILLAGE WEST PKWY AT CABELA DR SB
ON VILLAGE WEST PKWY AT PRAIRIE CROSSING SEB
ON VILLAGE WEST PKWY AT SUNFLOWER LANE SEB
ON W 3RD AT BROADWAY BLVD WB
ON W 3RD AT DELAWARE EB
ON W 3RD AT DELAWARE WB
ON W 3RD AT WYANDOTTE WB
ON W 43RD AT BOOTH EASTBOUND
ON W 43RD AT FISHER EASTBOUND
ON W 43RD AT MINNIE EASTBOUND
ON W 47TH AT ALHAMBRA EASTBOUND

ON W 47TH AT BELINDER RD EASTBOUND
ON W 47TH AT EL MONTE WESTBOUND
ON W 47TH AT FONTANA EASTBOUND
ON W 47TH AT MISSION RD WESTBOUND
ON W 47TH AT MOHAWK DR WESTBOUND
ON W 47TH AT ROE LANE WESTBOUND
ON W 47TH AT S 6TH TER WESTBOUND
ON W 47TH AT S 9TH STREET WESTBOUND
ON W 47TH ST AT MOHAWK DR EB
ON W 47TH ST AT REINHARDT EASTBOUND
ON W 48TH AT ROE LANE EASTBOUND
ON W 4TH AT WASHINGTON EB
ON W 9TH AT FORESTER RD WB
ON W 9TH AT GENESSEE EB
ON W 9TH AT GENESSEE WB
ON W 9TH AT HICKORY EB
ON W 9TH AT LIBERTY EB
ON W 9TH AT LIBERTY WB
ON W 9TH AT RIVERVIEW NB
ON W 9TH AT WYOMING EB
ON W 9TH AT WYOMING WB
ON W 9TH ST AT LYON AVE WB
ON W PARKWOOD AT HILLTOP NB
ON WALKER AT 10TH EASTBOUND
ON WALKER AT 10TH WESTBOUND
ON WALKER AT 11TH EASTBOUND
ON WALKER AT 11TH WESTBOUND
ON WASHINGTON AT 7TH EB
ON WASHINGTON AT 7TH WESTBOUND
ON WASHINGTON AT 8TH EASTBOUND
ON WASHINGTON AT 8TH WB
ON WASHINGTON AT 9TH EASTBOUND
ON WASHINGTON AT 9TH WESTBOUND
ON WESTVIEW AT ANN NORTHBOUND
ON WESTVIEW AT ANN SOUTHBOUND
ON WESTVIEW AT N WASHINGTON SOUTHBOUND
ON WESTVIEW AT ORVILLE NORTHBOUND
ON WESTVIEW AT ORVILLE SOUTHBOUND
ON WESTVIEW AT TAUROMEE NORTHBOUND
ON WOOD AT 11TH EASTBOUND
ON WOOD AT 11TH WESTBOUND
ON WOOD AT 12TH EASTBOUND
ON WOOD AT 12TH WESTBOUND
ON WOOD AT 13TH WESTBOUND
ON WOOD AT 27TH EASTBOUND
ON WOOD AT 29TH EASTBOUND
ON WOOD AT 29TH WB
ON WOOD AT 30TH EASTBOUND
ON WOOD AT 30TH WB
ON WOOD AT 31ST WB
ON WOOD AT 32ND EASTBOUND
ON WOOD AT 33RD ST EASTBOUND
ON WOOD AT 33RD WESTBOUND
ON WOOD AT 36TH EB
ON WOOD AT 36TH WB
ON WOOD AT 3705 WOOD EASTBOUND
ON WOOD AT 38TH WB

ON WOOD AT BETWEEN TENNYSON AND 31ST EB
ON WOOD AT TENNYSON WESTBOUND
TURNER COMMUNITY CENTER AT 55TH & CLARK WB
UGT - 50TH & STATE AVE
UGT - 50TH & STATE AVE
VILLAGE WEST WALMART

**Exhibit A-4
RideKC Sign and Bracket**



SECTION 3

BID INFORMATION/INSTRUCTIONS

A. BID INSTRUCTIONS

1. Bid.

The bid, along with all other accompanying documents and materials submitted by the bidder, will be deemed to constitute the entire bid. The bidder shall promptly furnish any additional information requested relative to its bid.

2. Submittal.

- a. Bids shall be submitted on the Bid Response Form, Attachment I, provided. **Bids submitted on any other form may be considered non-responsive and therefore rejected.** The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Bid Response Form.
- b. Bids received after time specified shall not be opened or considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) shall not be opened or considered.
- c. The Authority reserves the right to reject bids that alter the Bid Response Form or otherwise take exception to the bid requirements. Bidders may submit alternative bids along with a complete description of the proposed alternative; however the decision to accept or reject such alternative is entirely at the sole discretion of the Authority.

3. Communications.

In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, etc. such communication shall be forwarded directly to Kristene@KCATA.org or fax to Procurement at 816.346.0336. Technical questions about the Work to be performed and/or deliverables shall be discussed with Mark Swope at 816-718-3719 or Keith Sanders at 816-346-0359.

4. Approved Equals.

- a. Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the Buyer.
- b. All requests for approved equals shall be received in writing. Any changes to the specifications will be made by addendum. Bidders may discuss the specification with the KCATA Procurement Department; however, requests for changes shall be written and documented.
- c. When an approved equal is requested, the Bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc. to enable the KCATA to determine whether the Bidder's product is or is not equal to specifications. Any proposed substitution be submitted five days prior to KCATA's response to submitted questions; Notification by the contractor as how the substituted product will impact the completion date of the Project; Notification

by the contractor as to the difference in cost between the substituted product and the listed product; Contractor shall provide a detailed analysis of the difference between the listed product and the proposed product; Contractor shall provide product identification, manufacturer literature, samples, names and addresses of similar projects where the substituted product has been used and the name and address of the manufacturer's representative

5. 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 holidays observed by KCATA for such administrative personnel.
- b. **Pre-Submittal.**
A pre-submittal protest is received prior to the bid due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the KCATA 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 bids but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA 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 the KCATA Senior Manager of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- e. The KCATA 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 KCATA Senior Manager of Procurement, the protester may appeal in writing to the KCATA Chief Operating Officer within five (5) days from the date of the KCATA Senior Manager of Procurement's response.
- f. The KCATA Chief Operating 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 KCATA Chief Operating Officer's response will be provided within ten (10) days after receipt of the request. The KCATA Chief Operating 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, the KCATA 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:

6. Bid Pricing.

- a. Bids shall be firm and final.
- b. Bidders shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
- c. The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.
- d. The quantities specified for purchase by KCATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
- e. It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the KCATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this bid, although not directly specified or called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.
- f. Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.
- g. Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.
- h. The KCATA is exempt from payment of federal, state and local sales taxes, and such taxes shall not be included in the bid price. Nevertheless, the bidder is not exempt from these taxes when purchasing materials directly from its supplier.

7. Omissions and Form of Contract.

- a. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this IFB, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this IFB or not. The bidder should clearly identify any omissions to the requirements set forth in the IFB.
- b. Form of Contract. A sample copy of the standard KCATA contract is attached to this IFB as Attachment L. The standard contract terms and conditions outline various legal and administrative duties and responsibilities assumed by persons or organizations contracting with KCATA. It contains terms and conditions affecting the successful performance of the procurement. **Bids shall not stipulate any conditions or exceptions to the bid package or addenda.** The successful bidder will be expected to execute this contract. Contractors who take exception to the contract terms and conditions may contact the Buyer of Record prior to the due date to address concerns. However,

consideration will only be given to negotiating terms and conditions not required by the Federal Transit Administration (FTA) which will be included in the final contract.

8. Authorization to Bid.

- a. Sealed bids, one original hard copy and two copies shall be signed by an authorized official and submitted to the Procurement Department, Attn: Name, Title, KCATA, 1350 E. 17th Street, Kansas City, Missouri, 64108. *It is highly desirable that the bidder includes one (1) electronic copy of their bid response on flash drive.* The bid number “17-7043-29” should be clearly marked on the front of the return envelope.
- b. If an individual doing business under a fictitious name makes the bid, the bid shall so state. If the bid is made by a partnership, the full names and addresses of all members of the partnership shall be given and one principal member shall sign the bid. If a corporation, Limited Liability Company or other legal entity makes the bid, an authorized officer shall sign it in the corporate name. If the bid is made by a joint venture, the full names and addresses of all members of the joint venture shall be given and one member shall sign the bid authorized thereof.

9. Submittal Deadline.

- a. Sealed bids will be received until the date and time specified for bid closing in Section I, “Bid Schedule”. Bids received before the bid closing time will be kept securely sealed. Bids submitted by facsimile (fax) machine or electronic mail (e-mail) will not be accepted.
- b. At a time specified for bid opening, all bids properly received will be publicly opened and read aloud. Any bid received after this time will not be considered.

10. Incomplete Bid.

All documents that are required to be submitted with this Bid are listed in Section 6. The bidder shall read all forms carefully before signing. Incomplete bid documents may render the bid non-responsive.

11. Withdrawal of Bids.

- a. Bids may be withdrawn upon written request received by the KCATA before the time fixed for closing. Withdrawal of a bid shall not prejudice the right of the bidder to submit a new bid, provided it is received in a timely manner as provided above. The bond or certified check of any bidder withdrawing its bid, in accordance with the foregoing condition, will be returned promptly.
- b. No bids may be withdrawn for a period of ninety (90) days after the time set herein for the opening of bids.

12. Disclosure of Proprietary Information.

- a. A bidder 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 bids:
 - (1) Marking each page of each such document prominently in 16 point font with the words “Proprietary Information;”
 - (2) printing each page of each such document in a different color paper other than the paper which the remainder of the bid 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 Bidder.

- b. After either a contract is executed pursuant to the IFB, or all bids are rejected, the bids will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Open Records Law, the KCATA will notify thee Bidder of the request and the Bidder 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.

13. Disadvantaged Business Enterprise (DBE) Requirements

- a. This project 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*. *Failure by the Contractor 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.*

SECTION 4

BID EVALUATION, ACCEPTANCE AND AWARD

1. Bid Evaluation.

- a. It is the intent of the KCATA to award a contract to the responsive and responsible bidder whose bid conforming to this IFB, is the lowest in price and, in KCATA's sole discretion, the most advantageous to the KCATA. Factors such as discounts, transportation costs and life cycle costs will be considered in determining which bid is lowest in price.
- b. A responsible bidder possesses the ability to perform successfully under the terms and conditions of the proposed contract considering matters including Contractor integrity, record of past performance, and financial and technical resources.
- c. The low bidder will be required to demonstrate its ability to provide the times and/or perform services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. Doubt as to technical ability, productive capability, and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by KCATA.
- d. If the low bidder is eliminated, then the second lowest bidder will be required to demonstrate its ability to perform services as described herein. This process will continue to the next lowest bidder until a bidder successfully meets the specification requirements.
- e. KCATA reserves the right to investigate the qualifications of all bidders under consideration to confirm any part of the information furnished by a bidder, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

2. Bid Acceptance. Refer to Sample Contract (Attachment A)

Each bid is to be submitted with the understanding that the acceptance in writing by the KCATA of the bid to furnish the materials and services, or any part thereof, described therein shall constitute a contract between the bidder and the KCATA which shall bind the bidder on its part to furnish and deliver at the price given and in accordance with the terms and conditions of said accepted bid and these conditions.

3. Unbalanced Bid.

The Authority may determine that a bid is non-responsive if the prices proposed are materially unbalanced. A bid is materially unbalanced when it is based on prices significantly less than cost or prices significantly overstated relative to cost.

4. Bid Award.

- a. The procurement shall be awarded on the basis of the lowest responsive bidder complying with all the conditions of the bids, specifications, and instruction. The KCATA reserves the right to award any or all items of the bid or not to award at all.
- b. In the case of multiple line items, the KCATA reserves the right to award the entire bid to one bidder,

or to split the award of the items to multiple bidders.

- c. If awarded at all, the bid may be awarded to the bidder whose total price is lowest, whose bid is responsive to the invitation thereof, and who is determined to be technically and financially responsible to perform as required. The KCATA reserves the right to accept another bid, if it is in the best interest of the Authority. **Conditional bids and any bid taking exception to these instructions or conditions, to the contract conditions or specifications, or to other contract requirements shall be considered non-responsive and shall be rejected.**

5. Purchase Order or Contract.

- a. Upon acceptance and award of a bid by KCATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the bid in strict conformity with the specifications and bid conditions.
- b. The purchase order or contract shall be considered as made in Kansas City, Missouri, and the construction and enforcement of it shall be in accordance with the laws of the State of Missouri except those pertaining to conflicts of law.

6. Bidder's Responsibilities.

- a. By submitting a bid, the bidder represents that bidder has read and understands the IFB and the bid is made in accordance with the IFB; and
- b. By submitting a bid, the bidder represents that bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA.

7. Reservations.

This IFB does not commit KCATA to award a contract, to pay any cost incurred in preparation of a bid, or to procure a contract for services. The KCATA reserves the right to waive informalities or irregularities in bids, and to reject any or all bids; to cancel this IFB in part or in its entirety, and to re-advertise for bid 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 IFB.

8. Debarment.

- a. The bidder 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".
- b. The bidder 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 bidder agrees to provide the 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.

9. Employee Eligibility Verification.

- a. The bidder 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.
- b. The bidder 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).
- c. The bidder is required to obtain the same affirmation from all subcontractors at all tiers.

10. Licenses and Permits.

- a. The bidder 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 providing of products, equipment or materials, or the performance of the work in this procurement.
- b. The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including those as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environment (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

11. Required Documentation.

A. References.

Bidders shall complete the References Form (Attachment J) indicating up to four (4) firms that represent work that is similar to this procurement. Include the company name, address, contact person, telephone number, contract amount, and length of contract.

B. Pricing Pages.

Bidders shall complete the Bid Response Form (Attachment I) including the “Schedule of Participation by Contractor and Subcontractors” (Attachment C) listing all subcontractors (including DBEs) and the value of work committed to them.

Bidders utilizing DBEs in their bid must include Attachment E.2 and E.3, “Prime Contractor Affidavit Regarding DBE Participation.”

C. Vendor Registration Form.

All bidders doing business with the KCATA shall complete a Vendor Registration Form (Attachment A). To verify your firm’s registration status, contact the KCATA’s DBE/Grant Specialist at (816) 346-0224. Once registered, firms are responsible for submitting any changes to this document to KCATA.

12. 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.

- b. Firms are required to complete the “Affidavit of Civil Rights Compliance” (Attachment B). This applies to both the Prime Contractor and Subcontractors.
- c. Firms are required to complete Attachment E.1, “KCATA Workforce Analysis/EEO-1 Report.” A current EEO-1 form may be substituted.
- d. For questions on these requirements, or for assistance in completing the forms, please contact KCATA’s DBE/Grants Specialist at (816) 346-0224.

13. Employee Eligibility Verification.

- a. The bidder 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. (Refer to Attachment F.1 and F.2).
- b. The bidder 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).
- c. The bidder is required to obtain the same affirmation from all subcontractors at all tiers.

14. Certification of Debarment.

All bidders, and their subcontractors if applicable, shall complete the Certification of Primary Participant Regarding Debarment Suspension and Other Responsibility Matters Form (Attachment G.1 and G.2) certifying that they are not debarred, etc. from bidding on federal procurements.

15. DBE Certification.

- a. The KCATA recognizes firms that have been certified as Disadvantaged Business Enterprises (DBEs) under the criteria established by the U. S. Department of Transportation’s Regulations 49 C.F.R. Part 26. Contractors using DBE firms as subcontractors must submit a current certificate or letter of DBE certification from a member of the Missouri Regional Certification Committee (MRCC).
- b. All bidders requesting to become certified Disadvantaged Business Enterprises with the KCATA must complete the proper paperwork and certifications.
- c. Letter of Intent to Subcontract for each DBE subcontractor on the project must be signed by both the Prime and the DBE (Attachment E.2).
- d. Contractor Utilization Plan/Request for Waiver. This is a commitment that the Prime understands the DBE participation required on the project (Attachment E.3)
- e. For information and the necessary forms for the certification process, please contact KCATA’s Grants/DBE Specialist at (816) 346-0272.

16. Warranty; Warranty of Title.

The Contractor agrees that products, equipment, materials or services furnished under this Contract, shall be covered by the most favorable warranties the Contractor gives to any customer of such products, equipment, materials or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.

Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

Contractor shall provide KCATA with good and marketable title to all products, equipment or materials delivered under this Contract, free and clear of all liens and encumbrances.

17. Receipt of Addenda.

In the event that Addenda are issued against this Invitation to Bid, bidders will be issued a Receipt of Addenda Form to complete and return with the Invitation to Bid, acknowledging receipt of all addenda issued. This is to safeguard KCATA and the bidder against failure to communicate any important information and changes to the scope of the procurement.

18. Other Documents.

Bidders shall submit any other documents necessary to complete this bid. This may include technical information or product brochures.

SECTION 5
SAMPLE CONTRACT AGREEMENT and
CONTRACT TERMS & CONDITIONS

Bid No. #17-7061-39

Bus Stop Rebranding for
Johnson County (JOCO) and Wyandotte County (WYCO)

THIS CONTRACT (the “Contract”), made and entered into as of the ____ day of _____, 2017, by and between the **Kansas City Area Transportation Authority (“KCATA”)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (“**Contractor**”), with offices at _____.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto and of the compensation to be paid as hereinafter specified, the KCATA and the Contractor agree as follows:

1. EMPLOYMENT OF CONTRACTOR.

This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by KCATA in accordance with that certain bid submitted by the Contractor dated _____, a copy of which is attached hereto as Appendix D and incorporated herein by reference (“Bid”).

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Invitation for Bid (IFB) solicited by the KCATA, dated _____ entitled “Bus Stop Rebranding for Johnson and Wyandotte County” (sometimes referred to as the “Project” or the “Work”), which is attached hereto as Appendix E and incorporated herein by reference. The Contractor hereby agrees to provide the (insert description of products and/or services) as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of ninety (90) days beginning _____, **2017 and expiring on** _____. The services to be provided and performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the “contract term”.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by “Change Order”, if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor’s pricing bid response (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$_____). A breakdown of the Contract Sum is provided in the Bid Response Form cost page of the Contractor, a copy of which is attached hereto as Appendix C (“Cost Page”).

SAMPLE CONTRACT AGREEMENT ~ continued

5. MISCELLANEOUS PROVISIONS.

The following Appendices are attached hereto by reference as part of this Contract. This Contract and any amendments issued hereafter, constitute the entire Contract between the KCATA and the Contractor.

- Appendix A. Contract Terms and Conditions; and
- Appendix B. Scope of Work; and
- Appendix C. Cost Page Submitted by Contractor

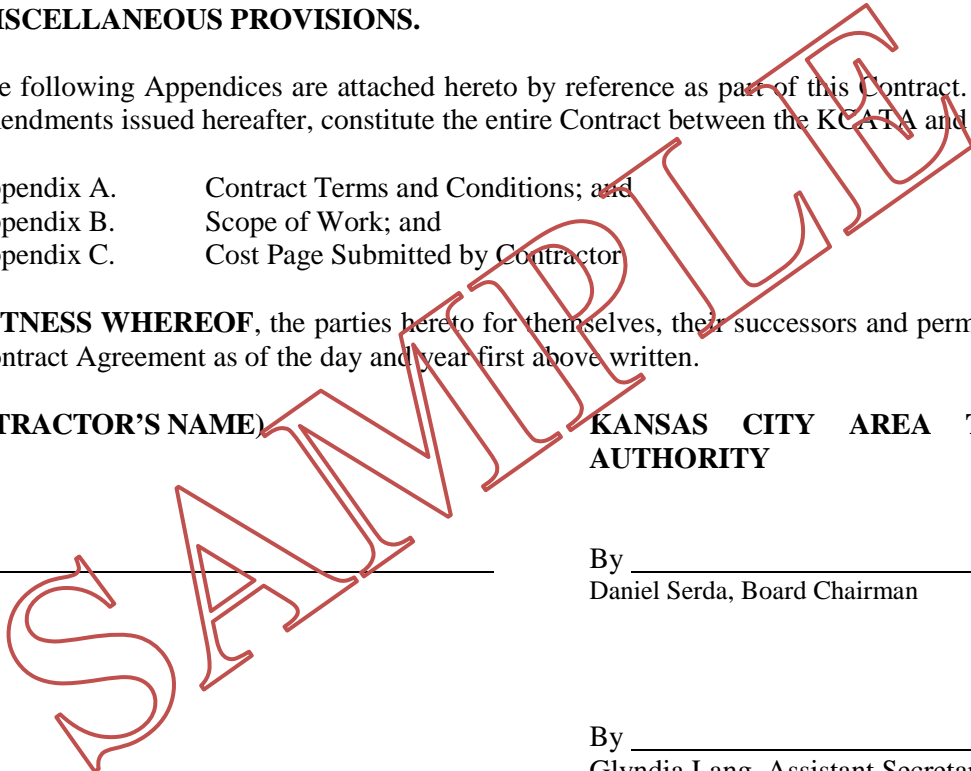
IN WITNESS WHEREOF, the parties hereto for themselves, their successors and permitted assigns, executed this Contract Agreement as of the day and year first above written.

(CONTRACTOR'S NAME) **KANSAS CITY AREA TRANSPORTATION AUTHORITY**

By _____

By _____
Daniel Serda, Board Chairman

By _____
Glyndia Lang, Assistant Secretary to the Board



CONTRACT TERMS AND CONDITIONS

ARTICLE 1: ACCEPTANCE OF MATERIALS – NO RELEASE

Acceptance of any portion of the products, equipment or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all products, equipment or materials and workmanship at any time during the Contract term, and shall have the right to reject all materials and workmanship which do not conform with the conditions, Contract requirements or specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all products, services, equipment or materials and workmanship in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of KCATA.

ARTICLE 2: 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.

ARTICLE 3: 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.

ARTICLE 4: 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 (5) 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.

ARTICLE 5: BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with any 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.

ARTICLE 6: CHANGES

KCATA may at any time, by a written order, and without notice to the Contractor, 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 Contractor's 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 this Contract as changed.

ARTICLE 7: CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (Master Agreement 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.

ARTICLE 8: 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, age, sex, sexual orientation, gender identity, national origin 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 construction 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, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

ARTICLE 9: 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.

ARTICLE 10: 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.

ARTICLE 11: 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.

ARTICLE 12: 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.

ARTICLE 13: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE’s) is 10 percent. *KCATA’s overall goal for DBE participation is 12.6 percent.*

ARTICLE 14: DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION 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.

ARTICLE 15: 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 Executive Officer, with a copy to the Chief Operations Officer and the Senior Manager of Procurement. The determination of such appeal by the Chief Operations 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.

ARTICLE 16: EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit and provision of documentation, 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.

ARTICLE 17: EMPLOYEE PROTECTIONS

A. CONSTRUCTION EMPLOYEE PROTECTIONS

- 1. **Davis-Bacon and Copeland Anti-Kickback Standards Acts**
- 2. The Contractor agrees to comply and assures compliance with the requirements of 40 U.S.C. 3141, *et seq.* and 18 U.S.C 874 and implementing U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act,” 29 C.F.R. Part 5).
- 3. Contractor shall comply with all rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 which are incorporated by reference in this Contract.
- 4. The Contractor agrees to pay wages to laborers and mechanics performing Contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)). The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for subcontractor work under this project, and agrees to refrain from awarding any affected contracts until the subcontractor agrees to the required wage determination.
- 5. The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the KCATA may, after

written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

6. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of the Regulations, 29 C.F.R. Part 5. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
7. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - b. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
8. The Contractor must submit a copy of all payrolls each week to KCATA's project manager. The copy is to be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, and that the wage rates contained therein are not less than those determined by the Secretary of Labor. Upon completion of the Contract, the Contractor is to submit to KCATA's project manager, a certificate concerning wages and classifications for laborers and mechanics.
9. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
10. Contract Termination: Debarment. A breach of the clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
11. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

12. Certification of Eligibility.

- a. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

ARTICLE 18: ENVIRONMENTAL REGULATIONS

- A. **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.
- B. **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.

ARTICLE 19: 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.

ARTICLE 20: GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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.

ARTICLE 21: 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.

ARTICLE 22: 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.

ARTICLE 23: 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, security, financial resources and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

ARTICLE 24: INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards and the Contract requires.
- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:

1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
 2. Reduce the Contract Sum accordingly.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
 2. Terminate the Contract for default.

ARTICLE 25: 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) or Missouri Employers' Mutual Insurance Company.
- 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. 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.

ARTICLE 26: 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, senior leaders 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 all 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.

ARTICLE 27: LICENSING, LAWS AND REGULATIONS

- A. 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 providing of products, equipment or materials, or the performance of the Services, under this Contract.

- B. The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

ARTICLE 28: NATIONAL INTELLIGENT TRANSPORTATION SYSTEM ARCHITECTURE AND STANDARDS

The contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307 ©, 23 U.S.C. § 512 note, and Contractor agrees to apply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" *66 Fed. Reg. 1455*, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

ARTICLE 29: NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Bridget Herrick, Creative Services Manager at 816-346-0207 or by email at BHerrick@kcata.org.

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, Purchasing Manager
 Kansas City Area Transportation Authority
 1350 East 17th Street
 Kansas City, MO 64108

If to Contractor: _____

The Contractor shall notify KCATA immediately when a change in ownership has occurred, or is certain to occur.

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.

ARTICLE 30: 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.

ARTICLE 31: 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, mace, 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 KCATA 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 and reported to local law enforcement authorities.

ARTICLE 32: 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 U.S. 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.

ARTICLE 33: 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 supplies delivered or 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. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

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.

ARTICLE 34: 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.

ARTICLE 35: SEAT BELT USE POLICY

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 Agreement.

ARTICLE 36: SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in compliance with The Earthquake Hazards reduction Act of 1977, as amended, U.S.C. 7701 *et seq.*, U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117, and except as the Federal Government determines otherwise, the Contractor will follow Executive Order No. 12699, "Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note.

ARTICLE 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.

ARTICLE 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:

Acceptance of Material – No Release
ADA Access Requirements
Agreement in Entirety
Architect-Engineer Rights & Responsibilities
Assignment
Bankruptcy
Bonding Requirements
Breach of Contract; Remedies
Bus Testing
Changes
Civil Rights
Conflicts of Interest
Continuity of Services
Contractor's Personnel
Contractor's Responsibility
Debarment and Suspension
Delivery
Disadvantaged Business Enterprise (DBE)
Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Employee Eligibility Verification
Construction Employee Protections
Employee Protections
Environmental Regulations
Federal Changes
Fraud and False or Fraudulent Statements or Related Acts
Governing Law: Choice of Judicial Forum
Headings
Incorporation of FTA Terms
Independent Contractor
Inspection of Services
Insurance
Liability and Indemnification
Licensing, Laws and Regulations
Lobbying
National Intelligent Transportation Systems Architecture & Standards
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Patents and Rights in Data and Copyrights
Pre-Award & Post-Delivery Requirements
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Qualification Requirements
Record Retention and Access
Requests for Payment
Right to Offset
Seat Belt Use Policy
Seismic Safety

Service Manual and Wiring Schematic
Severability
Subcontractors
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Texting While Driving and Distracted Driving
Training
Transit Operation Restrictions
Unavoidable Delays
United States Product and Service Preference
Warranty; Warranty of Title
General Provisions

- E. 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 of this contract.
- F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

ARTICLE 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.

ARTICLE 40: TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor is required to provide its TIN, which is the number required by the IRS to be used by KCATA in reporting income tax and other returns. The TIN provided by the Contractor is _____.

ARTICLE 41: 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.

ARTICLE 42: 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.

ARTICLE 43: UNAVOIDABLE DELAYS

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

ARTICLE 44: WARRANTY; WARRANTY OF TITLE

- A. The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.
- B. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of

products, equipment and materials. Further, at a minimum, all such products, equipment or materials must be free of defects in workmanship or materials, merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.

C. Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

D. Warranty of Work and Maintenance

1. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. The work or services furnished must be of first quality and the workmanship must be the best obtainable in the various trades.
2. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA.

ARTICLE 45: GENERAL PROVISIONS

- A. **No Third Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- D. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- E. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- F. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.

- G. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party’s sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.

- H. **Time Periods.** A “business day” is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

- I. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

- J. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor’s Initials _____ KCATA’s Initials _____

 KCATA’s Initials _____

SECTION 6 – ATTACHMENTS

DOCUMENT/FORM REQUIREMENTS (BID CHECK LIST)

The following form(s) marked with is/are required to be submitted with your IFB to be considered responsive. As a responsible/responsive supplier you are required to submit the noted document(s) to the Buyer by the closing date and time of the IFB.

- Attachment A – Vendor Registration**
- Attachment B – Affirmative Action Certification Process**
- Attachment C - Schedule of Participation by Contractor & Subcontractors**
- Attachment D - Travel Policy & Hotel Rates for Contractors**
- Attachment E.1 – EEO-1 Workforce Analysis Report**
- Attachment E.2 – Letter of Intent to Subcontract (For DBE Subs used ONLY and if applicable)**
- Attachment E.3 – Contractor Utilization – Request for Waiver**
- Attachment F.1 - Affidavit of Primary Participants Regarding Employee Eligibility Verification**
- Attachment F.2 - Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (If using subcontractor – one for each)**
- Attachment G.1 – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**
- Attachment G.2 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion (If using subcontractor – one for each)**
- Attachment H - References**
- Attachment I – Bid Response Form – Pricing**
- Attachment J – Potential Vendor List**

ATTACHMENT A 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):	

<p>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.</p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<p>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</p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<p>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.</p>	<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.

Service Disabled, Veteran Owned Business

 SBA 8(a) Certified Business
 HubZone Program Certified

 Other _____

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 Contracting/Supplier Diversity Coordinator 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 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.*

Signature	Date
Printed Name	Title

The following documents must be returned:

- Completed Vendor Registration Form
- KCATA Workforce Analysis/EEO-1 Report
- Affidavit of Civil Rights Compliance (*found on KCATA's website as Attachment B*)

**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**

NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.

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.

ATTACHMENT B
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 C
SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS**

Project # _____ **Description:** _____ **Date:** _____

Form must be submitted for each prospective offeror and submitted with proposal

PRIME CONTRACTOR					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS - DBE & NON-DBE					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
				\$	%
				\$	%
				\$	%
				\$	%

TOTAL VALUE OF WORK \$ _____

TOTAL CONTRACT VALUE OF WORK
(FROM BID FORM) \$ _____

TOTAL DBE PARTICIPATION \$ _____

TOTAL PERCENTAGE OF DBE PARTICIPATION _____%

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE SUBCONTRACTOR(S) FOR THE WORK LISTED ON THIS SCHEDULE.

Prime Contractor (Type/Print) _____ Date _____

Authorized Signature _____ Title _____

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

ATTACHMENT D

TRAVEL POLICY & HOTEL RATE INFORMATION FOR CONTRACTORS

General Policy

Contractors will be reimbursed for authorized and documented expenses incurred while conducting KCATA business. 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.

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 \$0.54 per mile (based on the IRS current established rate).

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.

ATTACHMENT E.1 – EEO-1 / WORK FORCE ANALYSIS 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.

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 Islander	Asian	America n Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	America n 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

IFB #
Title

ATTACHMENT E.2
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.)

for an estimated amount of \$ _____ or _____ % of the total estimated contract value.

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 E.3
CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____ Project Title _____

Prime Contractor _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize DBE contractors on the project.
2. The project goal for DBE Participation is _____ %. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

BIDDER/PROPOSER DBE PARTICIPATION COMMITMENT: _____%

3. The following are the DBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the DBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, (copies of which shall collectively be deemed incorporated herein). ***All firms must currently be certified with the Missouri Regional Certification Committee (MRCC) under 49 CFR Part 26. List additional DBEs, if any, on an additional page and attach to this form.***

a.

Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____

b.

Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____

c.

Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____

TOTAL DBE \$ AMOUNT ON PROJECT: \$ _____

TOTAL DBE % COMMITTED TO PROJECT: _____ %

4. Bidder/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due a DBE for purposes of meeting or exceeding the Bidder/Proposer participation commitment.
5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the DBE commitment set for this Project, Bidder/Proposer hereby requests a waiver of the DBE commitment that Bidder/Proposer has failed to achieve.
7. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.
8. I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer Primary Contact: _____

Address: _____

Phone Number: _____

Facsimile Number: _____

E-mail Address: _____

By _____

(Signature)

Title _____

Date _____

(Attach corporate seal if applicable)

NOTARY:

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

My Commission Expires: _____

Notary Public

(Seal)

**ATTACHMENT F.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 F.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 G.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 G.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 H
REFERENCES**

**IFB # 17-7061-39
Bus Stop Rebranding for
Johnson County (JOCO) and Wyandotte County (WYCO)**

Work accomplished by Contractor which best illustrates current qualification relevant to this project:

1.

Job Description: _____
Contract Amount: _____
Time to Complete Job: _____
Owner & Location: _____
Contact Name: _____ Telephone No.: _____
E-mail Address: _____ Contract Date: _____ to _____

2.

Job Description: _____
Contract Amount: _____
Time to Complete Job: _____
Owner & Location: _____
Contact Name: _____ Telephone No.: _____
E-mail Address: _____ Contract Date: _____ to _____

3.

Job Description: _____
Contract Amount: _____
Time to Complete Job: _____
Owner & Location: _____
Contact Name: _____ Telephone No.: _____
E-mail Address: _____ Contract Date: _____ to _____

4.

Job Description: _____
Contract Amount: _____
Time to Complete Job: _____
Owner & Location: _____
Contact Name: _____ Telephone No.: _____
E-mail Address: _____ Contract Date: _____ to _____

ATTACHMENT I BID RESPONSE FORM

REQUIRED PRICING

The bidder shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the IFB. The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and/or other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.

Bids shall be submitted on the Bid Response Form as provided. Bids submitted on any other form may be considered non-responsive and therefore may be rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Bid Response Form. *No written comments, modifications or interlineations to the Bid Response Form will be accepted.*

BID TABULATION SHEET				
JOCO/WYCO Bus Stop Signage RideKC Re-branding				
Project # 17-7061-39				
	BID ITEMS	Quantity	Unit Price	Total
1	Administration	1	\$ _____	\$ _____
2	Phase I			
A	Apply RideKC & Route Identifier Decals	365	\$ _____	\$ _____
B	Removal & Installation	365	\$ _____	\$ _____
3	Phase II			
A	Apply RideKC & Route Identifier Decals	740	\$ _____	\$ _____
B	Removal & Installation	740	\$ _____	\$ _____
5	Force Account	1	\$ <u>10,000</u>	\$ <u>10,000</u>
		BID TOTAL		\$ _____
	Itemized Bid Proposal Submitted By: _____			
	Company: _____			
	Date: _____			

**ATTACHMENT J
POTENTIAL VENDOR LIST**

Gunter Construction

Christina Gunter, President
520 Division Street
Kansas City, KS 66102
christina@gunterkc.com

Hartline Construction, LLC

Jennifer Hart
5008 Prospect Avenue, Ste. 109
Kansas City, MO 64103
jhart@hartline.com

PDQ Enterprises

David Little, President
1775 East 85th Street
Kansas City, MO 64131
dlittle@pdqlawn.com

Fire Pride Lawn Care, LLC

Brian Smith
8180 Wea Street
DeSoto, KS 66018
firepridelawncare@gmail.com

Reaching Solutions

Tom Skram
15735 South US 169 Hwy
Olathe, KS 66062
reachingsolutions@gmail.com

Dade Construction, LLC

Marlene Dade
636 North 55th Street
Kansas City, KS 66102
marlene@dade.constructionllc.com

General Decision Number: KS170057 09/08/2017 KS57

Superseded General Decision Number: KS20160057

State: Kansas

Construction Type: Building

County: Johnson County in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/10/2017
2	03/03/2017
3	03/17/2017
4	04/14/2017
5	04/21/2017
6	06/02/2017
7	06/23/2017
8	06/30/2017
9	07/14/2017
10	08/18/2017
11	09/08/2017

ASBE0027-005 10/01/2016

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (MECHANICAL (Duct,
Pipe & Mechanical System
Insulation)).....\$ 34.50 25.45

BRKS0015-011 06/01/2017

Rates Fringes

TILE SETTER.....\$ 35.16 13.57

BRKS0015-012 04/01/2017

Rates Fringes

BRICKLAYER.....\$ 34.74 19.56

BRKS0015-014 06/01/2017

Rates Fringes

TILE FINISHER.....\$ 16.86 .81

CARP0315-003 05/01/2014

Rates Fringes

CARPENTER (Acoustical Ceiling
Installation Only).....\$ 36.05 15.05

CARP0315-004 05/01/2014

Rates Fringes

CARPENTER (Excludes
Acoustical Ceiling
Installation, Drywall Hanging
and Floor Laying Carpet).....\$ 36.05 15.05

CARP1181-001 05/01/2015

Rates Fringes

CARPENTER (Floor
Laying-Carpet Only).....\$ 34.32 15.75

ELEC0124-010 08/31/2015

Rates Fringes

ELECTRICIAN (Low Voltage
Wiring Only).....\$ 34.16 20.37

ELEC0124-011 08/31/2015

Rates Fringes

ELECTRICIAN (Excludes Low
Voltage Wiring).....\$ 36.69 20.62

ELEV0012-004 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.49	31.585+a+b

a. VACATION PAY: 6% for 6 months to 5 years service; 8% with 5 or more years of service.

b. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0101-042 04/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe..	\$ 37.63	15.97
Bobcat/Skid Steer/Skid		
Loader.....	\$ 37.63	15.97
Crane.....	\$ 38.44	15.97
Forklift.....	\$ 36.29	15.97
Grader/Blade.....	\$ 37.63	15.97
Oiler.....	\$ 32.08	15.97
Paver (Asphalt, Aggregate, and Concrete).....	\$ 38.44	15.97

IRON0010-032 04/01/2017

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 32.65	28.85

LABO1290-011 04/01/2017

	Rates	Fringes
Laborers: (Asphalt, Includes Raker, Shoveler, Spreader and Distributor).....	\$ 30.79	15.23

LABO1290-012 04/01/2017

	Rates	Fringes
LABORER		
Common or General.....	\$ 27.70	15.85

LABO1290-013 04/01/2017

	Rates	Fringes
LABORER		
Mason Tender - Brick.....	\$ 28.10	15.85

PAIN0558-006 05/13/2017

Rates Fringes

GLAZIER.....\$ 33.97 18.25

PAIN2012-008 04/01/2017

Rates Fringes

PAINTER (Brush, Roller, and
Spray).....\$ 29.34 16.96

PAIN2012-010 04/01/2017

Rates Fringes

PAINTER (Drywall
Finishing/Taping).....\$ 30.34 16.96

PLAS0518-009 04/10/2017

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 31.52 19.01

PLUM0008-020 06/01/2017

Rates Fringes

PLUMBER.....\$ 43.80 21.14

PLUM0533-013 06/01/2017

Rates Fringes

PIPEFITTER (Including HVAC
Pipe, Unit, and Installation
of HVAC
Electrical/Temperature
Controls).....\$ 44.48 21.15

* ROOF0020-021 06/01/2017

Rates Fringes

ROOFER.....\$ 32.55 18.09

SHEE0002-011 07/01/2017

Rates Fringes

SHEET METAL WORKER (HVAC Duct

Installation Only).....\$ 40.90 21.93

SHEE0002-012 07/01/2017

Rates Fringes

SHEET METAL WORKER (Excludes
HVAC Duct Installation).....\$ 40.90 21.93

TEAM0541-010 04/01/2017

Rates Fringes

TRUCK DRIVER (Lowboy Truck).....\$ 32.54 13.85

TEAM0541-011 04/01/2017

Rates Fringes

TRUCK DRIVER (Semi-Trailer
Truck).....\$ 32.54 13.85

TEAM0541-012 04/01/2017

Rates Fringes

TRUCK DRIVER: Dump (All Types)...\$ 32.54 13.85

SUKS2015-021 07/08/2015

Rates Fringes

CARPENTER (Drywall Hanging
Only).....\$ 30.00 1.62

LABORER: Concrete Saw (Hand
Held/Walk Behind).....\$ 31.51 11.60

LABORER: Landscape.....\$ 12.48 0.00

LABORER: Mason Tender -
Cement/Concrete.....\$ 17.86 1.01

OPERATOR: Bulldozer.....\$ 33.12 13.96

OPERATOR: Loader.....\$ 30.35 12.04

OPERATOR: Roller.....\$ 32.68 13.57

PLASTERER.....\$ 29.85 13.29

SPRINKLER FITTER (Fire
Sprinklers).....\$ 26.68 11.61

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: KS170065 09/08/2017 KS65

Superseded General Decision Number: KS20160065

State: Kansas

Construction Type: Building

Counties: Franklin, Miami and Wyandotte Counties in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/10/2017
2	03/03/2017
3	03/17/2017
4	04/14/2017
5	04/21/2017
6	06/02/2017
7	06/23/2017
8	06/30/2017
9	07/14/2017
10	08/18/2017
11	09/08/2017

ASBE0027-005 10/01/2016

Rates	Fringes
-------	---------

ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL (Duct, Pipe & Mechanical System Insulation)).....	\$ 34.50	25.45
---------------------------------------------------------------------------------------------------------------	----------	-------

BRKS0015-011 06/01/2017

	Rates	Fringes
TILE SETTER.....	\$ 35.16	13.57

BRKS0015-012 04/01/2017		
	Rates	Fringes
BRICKLAYER.....	\$ 34.74	19.56

BRKS0015-014 06/01/2017		
	Rates	Fringes
TILE FINISHER.....	\$ 16.86	.81

CARP0315-003 05/01/2014		
	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 36.05	15.05

CARP0315-004 05/01/2014		
	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging and Floor Laying Carpet).....	\$ 36.05	15.05

CARP1181-001 05/01/2015		
	Rates	Fringes
CARPENTER (Floor Laying-Carpet Only).....	\$ 34.32	15.75

ELEC0124-010 08/31/2015		
	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 34.16	20.37

ELEC0124-011 08/31/2015		
	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 36.69	20.62

ELEV0012-004 01/01/2017		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.49	31.585+a+b

a. VACATION PAY: 6% for 6 months to 5 years service; 8% with 5 or more years of service.

b. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0101-042 04/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe..	\$ 37.63	15.97
Bobcat/Skid Steer/Skid		
Loader.....	\$ 37.63	15.97
Crane.....	\$ 38.44	15.97
Forklift.....	\$ 36.29	15.97
Grader/Blade.....	\$ 37.63	15.97
Oiler.....	\$ 32.08	15.97
Paver (Asphalt, Aggregate, and Concrete).....	\$ 38.44	15.97

IRON0010-032 04/01/2017

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 32.65	28.85

LABO1290-011 04/01/2017

	Rates	Fringes
Laborers: (Asphalt, Includes Raker, Shoveler, Spreader and Distributor).....	\$ 30.79	15.23

LABO1290-012 04/01/2017

	Rates	Fringes
LABORER Common or General.....	\$ 27.70	15.85

LABO1290-013 04/01/2017

	Rates	Fringes
LABORER		

Mason Tender - Brick.....\$ 28.10 15.85

PAIN0558-006 05/13/2017

Rates Fringes

GLAZIER.....\$ 33.97 18.25

PAIN2012-008 04/01/2017

Rates Fringes

PAINTER (Brush, Roller, and
Spray).....\$ 29.34 16.96

PAIN2012-010 04/01/2017

Rates Fringes

PAINTER (Drywall
Finishing/Taping).....\$ 30.34 16.96

PLAS0518-009 04/10/2017

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 31.52 19.01

PLUM0008-020 06/01/2017

Rates Fringes

PLUMBER.....\$ 43.80 21.14

PLUM0533-013 06/01/2017

Rates Fringes

PIPEFITTER (Including HVAC
Pipe, Unit, and Installation
of HVAC
Electrical/Temperature
Controls).....\$ 44.48 21.15

* ROOF0020-021 06/01/2017

Rates Fringes

ROOFER.....\$ 32.55 18.09

SHEE0002-011 07/01/2017

Rates Fringes

SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 40.90 21.93

SHEE0002-012 07/01/2017

Rates Fringes

SHEET METAL WORKER (Excludes HVAC Duct Installation).....\$ 40.90 21.93

TEAM0541-010 04/01/2017

Rates Fringes

TRUCK DRIVER (Lowboy Truck).....\$ 32.54 13.85

TEAM0541-011 04/01/2017

Rates Fringes

TRUCK DRIVER (Semi-Trailer Truck).....\$ 32.54 13.85

SUKS2015-029 07/08/2015

Rates Fringes

CARPENTER (Drywall Hanging Only).....\$ 30.00 1.62

LABORER: Concrete Saw (Hand Held/Walk Behind).....\$ 31.51 11.60

LABORER: Landscape.....\$ 12.48 0.00

LABORER: Mason Tender - Cement/Concrete.....\$ 17.86 1.01

OPERATOR: Bulldozer.....\$ 33.12 13.96

OPERATOR: Loader.....\$ 30.35 12.04

OPERATOR: Roller.....\$ 32.68 13.57

PLASTERER.....\$ 29.85 13.29

SPRINKLER FITTER (Fire Sprinklers).....\$ 26.68 11.61

TRUCK DRIVER: Dump (All Types)...\$ 27.29 10.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ADDENDUM NO. 1
Kansas City Area Transportation Authority
1350 E. 17th Street
Kansas City, Missouri 64108

Bid No. #17-7061-39

**Bus Stop Rebranding for
Johnson County (JOCO) and Wyandotte County (WYCO)**

Issue Date: October 27, 2017

This Addendum is hereby made a part of the Bidding Documents and Project Documents to the same extent as if it was originally included therein and is intended to modify and/or interpret the bidding documents by additions, deletions, clarifications or corrections. The Contractor shall acknowledge in the proposal the receipt of this Addendum.

I. QUESTIONS SUBMITTED BY POTENTIAL BIDDERS

1. How/when/where can a bidder make a site visit to review the brackets and sign decals? It is essential for me to actually see the materials to be processed. I do not consider that your IFB contains nearly enough information to submit a bid without this additional information.

Bidders interested in seeing the sign templates and having an opportunity to see the signs that will be installed, per type, may contact Mike Goodman with KCATA at 816-346-0238 to schedule a required appointment. Please keep in mind that the bid is due no later than November 7, 2017 at 1:00 p.m.

2. Is all hardware to be provided by the KCATA or by the bidder?

KCATA will provide to the awarded contractor all necessary hardware to complete the work.

3. The wage determination does not seem to list "sign installer" as any of the worker classifications. What labor classification is to be used with this IFB?

General laborer classification is to be used for payment of labor.

4. Is bid bond required?

No bid bond is required.

5. Is performance and payment bonds required?

A performance and payment bond is required of the awarded contractor equal to 100% of the bid price.

6. We believe the quantity of the bid item for stickers is not correct since there is at least 4 stickers per sign.

This is a two sided sign. A minimum of 4 stickers would be needed on each sign. Sticker and sign size/type differ at each location therefore a detailed list will be provided to awarded Contractor by KCATA/RideKC's staff.

7. Is there any way to have 60 days for Johnson County work and another 60 days for Wyandotte County work since work is thru the winter?

KCATA will amend the requirement of installation days to 60 days each for Johnson County sign installation and Wyandotte County sign installation.

8. Do we have to pull arrow boards behind our vehicles for traffic control?

The awarded Contractor must abide by all ordinances and applicable rules in both counties of jurisdiction where Work is being performed. If using arrow boards is the choice of the Contractor, the responsibility of following all applicable laws and regulations is the sole responsibility of the Contractor.

II. CONTRACTUAL OBLIGATIONS

Attachment A Technical Specifications and Special Provisions

The allotted days for completion of work for Phase I is changed to 60 days from Notice to Proceed. The allotted time for completion of Phase II is changed to 60 days from Notice to Proceed. The awarded Contractor may work on the phases separately or concurrently as long as deliverables for both have been accomplished within the allotted time.

BONDING REQUIREMENTS

A. Performance and Payment Bonds

1. The Contractor shall furnish, at its own expense, a performance bond and payment bond payable to KCATA in the amount of 100 % of the full expected cost of the services to be performed (goods to be delivered). A licensed surety company shall secure the bonds. The bonds shall remain valid and in effect for the full term of this Contract.
2. A cash deposit, certified check, irrevocable letter of credit (LOC), or other negotiable instrument may be accepted by KCATA in lieu of a bond. The form of any substitution in lieu of a bond must be approved by KCATA. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a bond must remain valid and in effect for the full term of this Contract.
3. If used, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall end the later of 90 days following final payment, or until completion of any warranty period. KCATA may require additional performance bond protection when the Contract Sum is increased.
4. Contractor's failure to maintain a valid payment/performance bond or a valid substitution for the full term of this Contract will be a breach of this Contract.

END OF ADDENDUM 1

RECEIPT OF ADDENDA

**Kansas City Area Transportation Authority
1350 E. 17th Street
Kansas City, Missouri 64108**

Bid No. #17-7061-39

**Bus Stop Rebranding for
Johnson County (JOCO) and Wyandotte County (WYCO)**

Proposers shall return this **RECEIPT OF ADDENDA** form when submitting their bid. The form shall be signed and dated by an authorized representative of the firm. Failure to submit this form may deem the Bidder non-responsive.

We hereby acknowledge that the Addenda noted below have been received and all information has been incorporated into the Invitation for Bid as required.

Addendum #1 Dated _____ Date Received _____

Company Name _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Printed Name _____

Telephone _____ Fax _____ Email _____