



Kansas City Area Transportation Authority

Economic Development Standing Committee

Wednesday, July 25, 2018 - 10:00 AM

Gary Mallory, Committee Chair

David Bower, Co-Chair

Michael Short, Ricky Turner,

Greg Flisram, Johnny Sweeney, Jodie Krantz, Greg Kindle, Tim McKee

Ex-Officio Member ~ Daniel Serda

Robbie Makinen, President and CEO

Staff Representatives, Dennis Hays and Brien Starner

General Counsel, Jerry Riffel

Agenda

- I. Call to Order - Committee Co-Chair Bower
- II. Approval of January 24, 2018 Meeting Minutes
 - a. January 24, 2018 Minutes
- III. Introduction of New Committee Members
Purpose and Mission - Co-Chairs Gary Mallory & David Bower
- IV. History of KCATA Economic Development Initiatives - D. Hays
- V. Prospect MAX Corridor Project - D. Jarrold
 - a. Prospect Max Corridor Project
- VI. Connecting the Workforce to New Job Opportunities - B. Starner
 - a. Connecting the Workforce to new job opportunities
- VII. Update on 3rd & Grand Office Building/Parking Facility Projects - D. Hays
 - a. Update on 3rd & Grand Office Building/Parking Facility
- VIII. Master Developer for RIRR Corridor - Co-Chair Bower & D. Hays
 - a. Master Developer for RIRR Corridor
- IX. RideKC Economic Development Corporation Meeting- B. Starner
 - a. RideKC Development Corporation Meeting Agenda
- X. Next Meeting - October 24, 2018 10:00 a.m.
- XI. Adjournment

RideKC

Kansas City Area Transportation Authority

Kansas City Area Transportation Authority Economic Development Standing Committee Meeting Minutes

The Economic Development Standing Committee of the Kansas City Area Transportation Authority met on January 24, 2018 at 10:00 a.m., in the Breen Building Large Conference Room.

In attendance were David Bower, Nancy Bauder, Jodi Krantz, Daniel Serda, and Johnny Sweeney. Staff representatives Dennis Hays and Brien Starner. Staff members attending were Robbie Makinen, Dick Jarrold, Michael Graham, Michael Grigsby, Glyndia Lang, and Patrick Hurley. Jerry Riffel, Lathrop & Gage, attended along with other members of staff and concerned citizens.

Co-Chair David Bower called the meeting to order.
It was determined that a quorum was present.

Approval of Minutes

It was moved and second to approve the October 25, 2017 Economic Development Committee meeting minutes. The motion carried.

3rd & Grand Update

Dennis Hays gave an overview and history of the 3rd & Grand St. project.

Project Facts

- The 3rd & Grand St. site is approximately 1.8 acres and is located northeast of the City Market.
- The site is owned by KCATA and currently being utilized as a surface parking lot and has stops for ATA bus and MAX line and restroom facility for operators.
- There is an existing agreement between KCATA and the City of Kansas City, Missouri to provide 193 parking spaces at this location for public parking and transit riders.
- The location serves as a transportation point between Main Street MAX and local bus service and the new streetcar system.

Dennis stated it was envisioned that the Board meetings would be held at the 3rd & Grand St. location because it would be more convenient for the transit riders to get to and from.

We are proceeding forward with Briarcliff Development, at this time finalizing the due diligence and moving into the next phase which is the auction phase.

The plan is to be back in front of this Committee and the full Board in the Spring with a revised agreement that will finalize the details that are a bit uncertain. We will have a final version and the City will be a part as well as Briarcliff Development and the Port Authority who is providing some incentives to the project as well.

Rock Island Railroad Master Developer RFQ Process Update

Dennis Hays went over the Rock Island Railroad history. In 2016 Jackson County and KCATA entered into an agreement regarding the purchase of the 17 mile Rock Island Railroad Corridor. Jackson County issued the bonds for the \$52m purchase. KCATA agreed to pay annually one-half of the bond payment for approximately \$1.4m annual cost. In the agreement Jackson County is responsible for construction and operations of a shared use pathway for recreational purposes and KCATA is responsible for transit oriented development and eventually transit along the corridor.

During 2017, the Project Team has been trying to define a time line nailing down specific bench marks along the way so that we can report to this Board and the County team can report to the County Legislators what the specific goals and the specific bench marks for the various components of this project are.

There will be a formal ground breaking for the Shared-Use Path in the coming months, the Board will be advised of the date and time.

Oglesby Hotel: 3930 Troost in Support of Transit Redevelopment

The KCATA operates a major Transit Center at 39th and Troost, the ATA's second busiest transit corridor. The Transit Center includes an Early Childhood Learning Center as a longtime tenant supported through the YMCA.

Brien Starner stated that the "3930 Troost Foundation" approached KCATA Economic Development asking for assistance on helping to trigger transit oriented redevelopment in the amount of \$35,000 to be used as a closing amount in a \$185,000 capital campaign seeking to purchase and design a residential multi-unit redevelopment of the Oglesby Hotel. The non-profit supporting neighborhood redevelopment in this area is pursuing a \$4.5-5.5 Million Housing and New Market Tax Credits housing redevelopment that proposes 25-34 residential rental units for short-term transitional residential living, and possible ground floor commercial space. This project and redevelopment would be among the area's largest investments in decades and serve as a major economic development catalyst.

The KCATA Board supported the investment of \$35,000 in unobligated funds from the Economic Development Department budget, while staff secured a ten year Park and Ride Lease at no further cost that will provide up to 35 parking spaces at St. James Catholic Church Parking Lot, located directly across the street from the KCATA Transit Center.

27th & Prospect: Site Acquisition in Support of Prospect Max and Redevelopment Update

KCATA identified the Southeast corner of 27th and Prospect for a Prospect MAX station to purchase in support transit services for existing and new Prospect MAX service. The building site adjoins vacant residential and other properties that if assembled support Prospect MAX, removing a crime prone vacant building, and creating a valuable redevelopment footprint with "transit friendly" benefits.

Creation of a Charitable Non Profit Corporation Focused on Economic Development and Real Estate in Support of KCATA's Mission and Economic Development Goals

The 501 C3 was reviewed and approved by the Board of Commissioners with directions to proceed on December 20, 2017. The Board authorized the creation of a second 501 C3 corporation to complement KCATA's role in providing redevelopment services typically involving real estate in support of transit services to stakeholders and riders.

Adjournment:

David Bower entertained the motion to adjourn the meeting at 10:45 am, Michael Short motioned and Nancy Bauder second. The motion passed.

Next meeting is set for April 25, 2018 in the KCATA Breen Large Conference Room.

David Bower, Co-Chair

Glyndia Lang, Assistant Board Secretary

TO: Co-Chairs Mallory & Bower
Members of the Economic Development Standing Committee

FROM: Robbie Makinen, CEO
Dick Jarrold, Sr. VP, Regional Planning & Development

DATE: July 25, 2018

PROSPECT MAX CORRIDOR PROJECT

Background: The Prospect Corridor is a ten-mile corridor stretching from downtown Kansas City, Missouri to 75th Street along Prospect Ave. It is high priority for KCATA's transit oriented development (TOD) activities and a key corridor for the focus on Ridership, Revenue and Relationships that is helping to drive TOD. The Prospect MAX project and the recently approved 1/8 cent Central City Economic Development sales tax dedicated to the Prospect area are impetuses for increased focus and interest in TOD on Prospect.

KCATA is approaching Prospect Corridor TOD in several different ways. Approaches include working closely with existing developments to integrate transit and Prospect MAX, pursuing development partners on properties KCATA owns or is acquiring (e.g. East Village and Alphapointe), partnering on other new opportunities that integrate transit (e.g. Linwood Shopping Center) and supporting requests by others for funding and development of new initiatives in the corridor that have a TOD focus. Staff will brief the committee on these TOD activities in the Prospect Corridor.

Robbie Makinen
President/CEO

DJ/RM

TO: Co-Chairs Mallory & Bower
Members of the Economic Development Standing Committee

FROM: Robbie Makinen, CEO
Dick Jarrold, Sr. VP, Regional Planning & Development
Brien Starner, VP Economic Development

DATE: July 25, 2018

CONNECTING WORKFORCE TO NEW JOB OPPORTUNITIES

Background: Supporting regional economic development with mobility options to access jobs is a growing focus. Staff is working with the Mid-America Regional Council (MARC) and economic development groups to explore options and tailor services to meet the increasing demand to link employees to businesses.

Recent examples of services deployed to provide jobs access include: new direct transit service to the Amazon distribution center in Kansas City, Kansas (started last year); new service tailored to specific work shifts in southwest Johnson County (Logistics Park KC in Edgerton) begun in April 2018 and a second new route to Edgerton focused on jobs in July 2018; and, expanded service to northern Platte County to access the growing jobs market north of Highway 152.

KCATA and MARC are continuing to promote a variety of mobility options and new support tools from RideKC – these include vanpools, rideshare, on-demand mobility options, tailored bus services, etc. We are working with groups to discuss such options and review funding possibilities. A recent example being conversations orchestrated by Commissioner Mallory between KCATA staff and representatives from the Cities of Belton, Harrisonville, Raymore, and Peculiar in Cass County that are experiencing significant jobs growth and a need for mobility options to connect new employees to jobs.

Staff will review jobs access activities and the new tools being developed and promoted.

Robbie Makinen
President/CEO

DJ/RM

TO: Co -Chairs Mallory & Bower
Members of Economic Development Standing Committee

FROM: Robbie Makinen, CEO
Dennis Hays, Senior Policy Advisor

Date: July 25, 2018

3rd AND GRAND OFFICE BUILDING/PARKING FACILITY – JULY 2018 PROJECT UPDATE

Background: The 3rd and Grand Site

- The 3rd and Grand site is 1.8 acres and is located Northeast of the City Market.
- KCATA is the owner of the site.
- The site is currently being utilized as a surface parking lot and has stops for KCATA bus and MAX line and restroom facility for operators.
- There is an existing agreement between KCATA and the City of Kansas City, Missouri to provide 193 parking spaces at this location for public parking and transit riders.
- The location serves as a transportation point between Main MAX and local bus service and the new streetcar system.

Project Chronology

- April 2015 - five (5) proposals were received (4 residential and 1 office).
- September 2015 – Briarcliff Office Building Proposal was selected.
- January 2016 – KCATA Board approves agreement and Due Diligence Period begins.
- November 2016- KCATA Board approves of revised agreement with KCMO.
- March 2018- KCATA Board approves restated agreement with BDC
- April 2018 – BDC makes \$80,000 option payment entering into the option period.
- July/August 2018 – KCATA & City of KCMO negotiate parking agreement for 3rd & Grand site. City Manager directly involved
- Fall 2018 contemplated that KCATA enter into a Cooperative Parking Agreement with City of KCMO regarding the Public component of the Parking Facility.

Attachments: Letter from the Briarcliff Project Team
Executive Summary of the revised agreement
Site map and West elevation for the proposed office building and parking facility

Robbie Makinen
President and CEO



March 23, 2018

KCATA
Mr. Robbie Makinen
President and CEO
1200 East 18th Street
Kansas City, MO 64108

Dear Mr. Makinen,

On behalf of Briarcliff Development Company we would like to extend our excitement regarding our continuous work with you and the entire ATA Organization on the transit oriented 3rd & Grand Development project.

We are ready to move forward with the revised Cooperative Agreement with the KCATA and enter the Option Term with an \$80,000 payment to KCATA. We are excited about the next steps this brings to the project as we continuously pursue tenants for the project. The Kansas City Office Market continues to be prime for new top of class office space. JLL, our leasing partners on the project, are working tirelessly with us, the KCADC, and contacts around the country to find tenants that Kansas City will be proud to have in our region.

You have our firm commitment that we are dedicated to the highest degree to making this project something that will fulfill your transit oriented development goals for this area.

Sincerely,

Julie A. Andrews
Chairman of the Board

Richie Benninghoven
President

Michael Fischer
Development Analyst

MEMO

To: Board of Commissioners

From: Jerry Riffel

Date: March 23, 2018

Subject: **Executive Summary - Cooperative Agreement between KCATA, Briarcliff and City of Kansas City**

HISTORY

On January 19, 2017, the City Council approved the Cooperative Agreement between KCATA, Briarcliff and City of Kansas City (the “Agreement”). The Agreement provides for the development of the Project Property adjoining the City Market and included a Multi-Modal Parking Garage and mixed use complex with up to 200,000 square feet of office space (“Office Towers”) in one or more structures, up to 10,000 square feet of retail space, and potential residential development as a wrap covering the east face of the Parking Garage. The Agreement required that four contingencies be satisfied prior to February 3, 2018, on which date any of the parties could elect to terminate the Agreement without further liability. On February 3, 2018, the KCATA and Briarcliff elected with the concurrence of the City, to defer termination of the Agreement pending the negotiation of an “Amended and Restated Cooperative Agreement” between Briarcliff and the KCATA. Otherwise, Briarcliff would have been forced to terminate the Agreement or pay the KCATA \$80,000 for an initial one-year Option to construct the Developer Project.

The Amended and Restated Cooperative Agreement has been agreed to by the KCATA and Briarcliff and is attached hereto as Exhibit A. The City has been advised and has reviewed the Amended Agreement but is no longer a party going forward. The City instead is considering entering into a Cooperative Agreement with the KCATA under which the KCATA would construct a Public Garage with up to 450 public parking spaces. The definitions used in this memorandum are the same as the definitions in the Amended Agreement.

SUMMARY OF CHANGES

The changes in the Amended Agreement include the following:

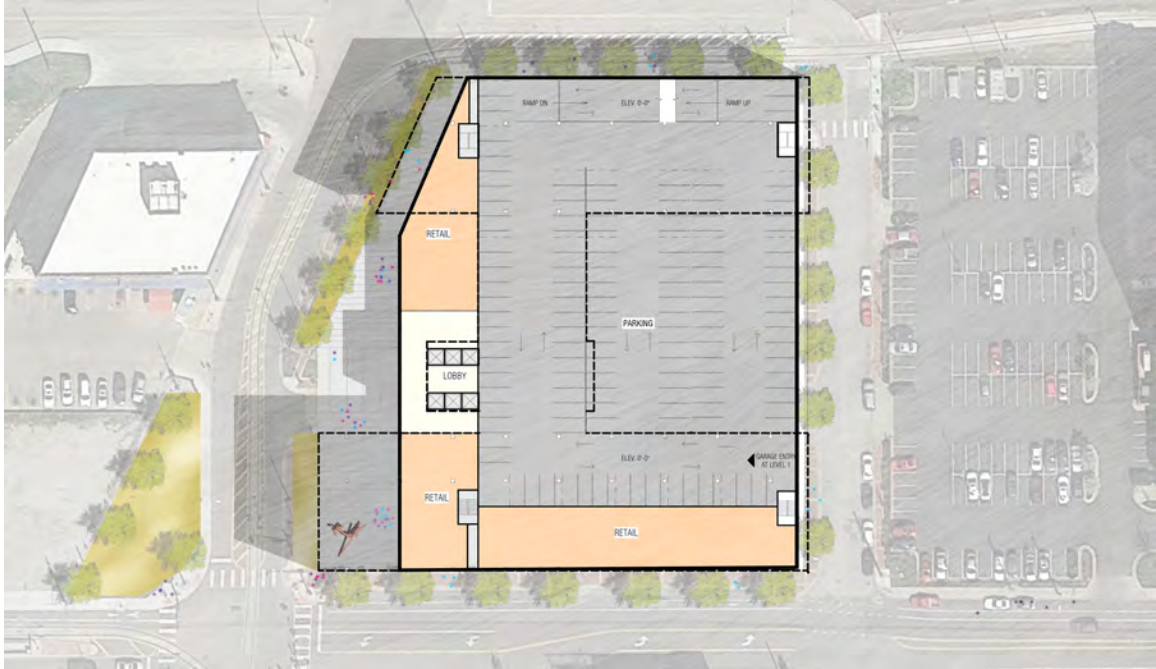
- (1) The KCATA agrees to negotiate a Cooperative Agreement with the City under which either the KCATA or a community improvement district created by the KCATA would develop a Public Garage of up to 450 spaces and may develop a Multi-Modal Station with approximately 2,000 square feet to serve as a transportation transfer point. The KCATA has until September 1, 2018 in which to complete the Cooperative Agreement with the City (“City Agreement”). If

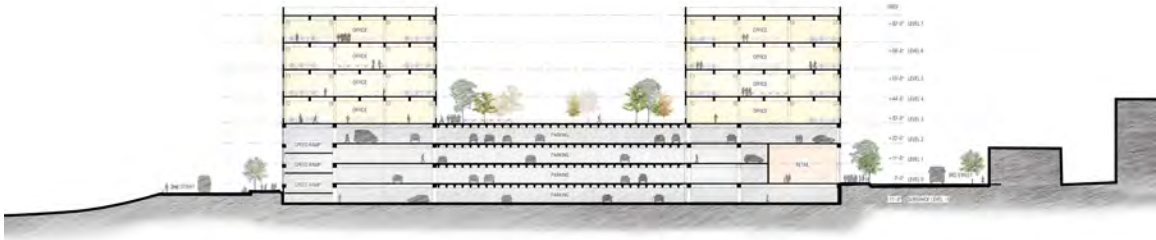
- the KCATA is unable to complete the City Agreement, the Amended Agreement with Briarcliff terminates and neither party has any further liability.
- (2) Briarcliff pays the KCATA \$80,000 within ten days of execution of the Amended Agreement, which gives Briarcliff a one-year exclusive option to develop the Developer Project. The KCATA will deposit the \$80,000 in an escrow account pending negotiation of the City Agreement. If the KCATA does not complete the City Agreement by September 1, the KCATA will return the \$80,000 to Briarcliff and neither party will have any further liability.
 - (3) Briarcliff, if it exercises the option, will develop the Developer Project, subject to incentive and financial contingencies, the Office Towers will now be 220,000 square feet. The Retail Space will be 15,000 square feet and Briarcliff will construct a Private Garage of up to 720 parking stalls. The total parking stalls to be constructed will not exceed 1,170.
 - (4) If the option is exercised (three one-year options in consideration of \$80,000 per year), Briarcliff and the KCATA will enter into a Development Agreement with the Kansas City Port Authority. Under the Development Agreement, the Port Authority and possibly others will provide incentives for the Developer Project. The incentives may include 20 years of real property tax abatement and the creation of an AIM Zone, under which the Port and Briarcliff would capture up to 50% of the withholding taxes paid by employees in the Developer Project. The KCATA would convey the Developer Project Units (office, retail, and housing) to the Port, which would lease the Units to Briarcliff. The KCATA would retain the Public Garage. At the end of the 20 years, the title to the Units would revert to the KCATA and the KCATA would continue to lease the Units to Briarcliff. The leasehold income to the KCATA would begin on the Commencement Date of the Port Lease in the amount of \$137,500 annually, which would be increased by 3% above the Basic Ground Rent every third year.
 - (5) The City Agreement is now being negotiated by the KCATA and the City staff desires to construct a Public Garage on the site. The Public Garage, if constructed, will be designed to support that portion of the Developer Project constructed above the Public Garage, which as now proposed would include most of the Project Property owned by the KCATA. There is also a large public sewer, which is located in the Project Property and the KCATA and City will need to design the Parking Garage to accommodate maintenance and access to the public sewer.
 - (6) The process will involve two Design Review Committees. The City and KCATA will control the majority vote on the Public Garage Committee. The KCATA and Briarcliff will control the majority vote on the Amended Agreement Committee. The design of all improvements and other elements of the Project Development will be reviewed by the Committees.

CONCLUSION

The Public Garage discussed above would be developed regardless of whether the Developer Project is commenced and completed pursuant to the Amended Agreement. In the event that the Amended Agreement is terminated, the City and the KCATA believe the Development site would be very attractive to other commercial developers. Some portion of the Public Garage will likely be made available for use by tenants of the Developer Project.

cc: Robbie Makinen
Dennis Hays
Janet Leverich





TO: Co-Chairs Mallory & Bower
Economic Development Standing Committee Members

FROM: **Robbie Makinen, CEO**
Dennis Hays, Senior Policy Advisor

DATE: **July 25, 2018**

CONTRACT FOR MASTER DEVELOPER SERVICES FOR THE ROCK ISLAND RAILROAD PROJECT

Background: In the fall of 2015, KCATA and Jackson County entered into an agreement creating a joint partnership for the acquisition of the Rock Island Railroad from the Union Pacific Railroad, to be utilized as a shared pathway and for transit purposes and transit oriented development (TOD) in the future. For your information staff has provided a copy of the map of the RIRR corridor and Project Timeline for the various Project elements as background information.

KCATA issued a Request for Qualifications (RFQ) for Master Developer for the RIRR Corridor in the fall of 2017. Four teams responded and were interviewed by our selection committee. The CBC/Black & Veatch proposal was selected as most responsive to the needs and expectations outlined in the RFQ. Through recent discussions, Technology initiatives present the most immediate opportunities whereas the traditional TOD opportunities will require direct partnering with the three Cities.

For Information: At the March Board Meeting, staff announced the selection of the Black and Veatch, CBC, Olsson, and Think Big Partnership as Master Developer. Staff has successfully completed contract negotiations for the Master Developer services. A brief executive summary and contract are attached for your review.

Please note that funding for this contract is anticipated to come from Rock Island Railroad Bond proceeds currently held by Jackson County and therefore, KCATA will not be funding services under this contract and therefore contingent upon approval by Jackson County.

Attachments: Copy of letter to Jackson County Executive
Contract between KCATA and Black & Veatch

Robbie Makinen
President/CEO



June 22, 2018

Frank White, Jr
County Executive
Jackson County Government
415 E. 12th Street
Kansas City, MO 64106

RE: Rock Island Railroad Bond Proceeds for Master Developer Contract

Dear Executive White,

As you know, in September of 2015 Jackson County, Missouri and the Kansas City Area Transportation Authority (KCATA) entered into a cooperative agreement forging a partnership regarding the acquisition of the Rock Island Railroad. In that agreement and in the subsequent Maintenance and Management agreement, between the County and the KCATA it was agreed that the County would be responsible for the construction and operations of the shared use pathway along the Rock Island Corridor and that KCATA would be responsible for transit and economic development along the corridor. We also agreed to share bond payments on a 50/50 basis. Earlier this month we transferred \$444,735 to the Jackson County Finance Department in accordance with our Cooperative Agreement.

In our role to advance economic development we initiated a request for Master Developer during last summer. Five (5) responses were received, and underwent an extensive review process involving the Rock Island Project team comprised of both KCATA staff and County staff.

At the KCATA Board meeting on May 23, 2018, the Board voted unanimously to approve a contract for master developer services with the Black and Veatch group. Attached is a copy of that contract.

We are respectfully requesting authorization to fund this contract from the Rock Island Railroad bond proceeds in the amount of \$259,250. It has been determined by bond counsel that this is an eligible expense for these bond proceeds.

We would be pleased to answer any questions regarding this matter. Thank you for your consideration of this request and your continued support of our Rock Island partnership.

Sincerely,

Robbie Makinen
President and CEO

Attachment

AGREEMENT #17-7049-39

STUDY IN SUPPORT OF MASTER DEVELOPMENT OF ROCK ISLAND CORRIDOR CONCEPT

Black & Veatch Corporation
11401 Lamar Avenue
Overland Park, Kansas 66211

Fred J. Ellermeier, Vice President
(913) 458-3885
EllermeierFJ@bv.com

Date: May 23, 2018
Contact: Denise Adams
Procurement Manager
Telephone: (816) 346-0224
Fax: (816) 346-0336
Email: dadams@kcata.org

AGREEMENT #17-7049-39

STUDY IN SUPPORT OF MASTER DEVELOPMENT OF ROCK ISLAND CORRIDOR CONCEPT

Black & Veatch Corporation
11401 Lamar Avenue
Overland Park, Kansas 66211

Fred J. Ellermeier, Vice President
(913) 458-3885
EllermeierFJ@bv.com

Date: May 23, 2018
Contact: Denise Adams
Procurement Manager
Telephone: (816) 346-0224
Fax: (816) 346-0336
Email: dadams@kcata.org

AGREEMENT #17-7049-39
STUDY IN SUPPORT OF MASTER DEVELOPMENT OF ROCK ISLAND CORRIDOR CONCEPT

THIS CONTRACT, made and entered into as of the 23rd day of June 2018, 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, 64108, and **Black & Veatch Corporation (Contractor/Consultant)**, with offices at 11401 Lamar Avenue, Overland Park, Kansas, 66211.

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 scope of work document (the "Scope of Work") included herein as Attachment B.

2. SCOPE OF CONTRACT.

The Contractor shall provide the analysis Services and Deliverables consistent with the Scope of Work in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this Contract shall be for one year beginning June 1, 2018 and expiring on May 31, 2019. The services to be performed shall commence upon receipt of a notice to proceed from KCATA and subject to authorized adjustments as provided as provided in the Contract.

4. CONTRACT SUM.

The KCATA shall pay the Contractor for the performance of the Services and Deliverables (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any mutually approved and authorized additions or deductions by written "Change Orders" as provided in this Contract. The funds to be paid the Contractor under this contract shall not to exceed the sum of Two Hundred Twenty Thousand, Nine Hundred Fifty Dollars (\$220,950).

Funding for this contract is provided by Jackson County, Missouri ("County") and is contingent upon approval by the County's legislature, and KCATA only has the authority to distribute these funds in the performance of this contract if so authorized by Jackson County. In the event funding is not approved, this agreement is considered null and void and KCATA is not responsible for any compensation.


5. MISCELLANEOUS PROVISIONS.


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

Attachment A.	Contract Terms and Conditions; and
Attachment B.	Scope of Work; and
Attachment C.	Breakout of Costs/Project Team.


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

BLACK & VEATCH CORPORATION
(CONTRACTOR)

By 
Name Fred J Ellermeier
Title Vice President

 KANSAS CITY AREA TRANSPORTATION
AUTHORITY (KCATA)

By 
Daniel Serda
Chairman, Board of Commissioners

By 
Melissa Bynum
Secretary, Board of Commissioners

**ATTACHMENT A
CONTRACT TERMS AND CONDITIONS**

1. ACCEPTANCE OF MATERIALS – NO RELEASE

KCATA reserves the right and shall be at liberty to inspect all Services and Deliverables at any reasonable time during the contract term, and shall have the right to reasonably reject all Services which do not conform with the conditions, Contract requirements and 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 Services in accordance with the instructions, Contract requirements and specifications as set forth in this Agreement.

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.

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; however Contractor shall be permitted to assign portions of the Contract to its licensed and regulated affiliates if necessary and with prior notice to 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. Contractor shall be permitted to subcontract portions of the Scope of Work in accordance with Article 31 of these Terms and Conditions.

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 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.

5. BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with the terms of this Contract, such failure shall be deemed a breach of Contract and the Contractor may be subject to legal recourse by KCATA, plus costs resulting from failure to comply including KCATA's reasonable attorney's fees.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be the exclusive remedies of the Parties. No action or failure to act by KCATA or Contractor 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.

6. CHANGES

The Parties may at any time, by a mutually agreed written order, and without notice to the sureties, make changes within the general scope of this Contract. 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 mutually agreed written modification.

7. CIVIL RIGHTS

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

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

1. **Race, Color, Creed, National Origin or Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and as directed by Executive Order 13672, titled "Further Amendments to Executive Order 11478"). The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, sex, sexual orientation, gender identity, national origin, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. In the event of the Contractor's non-compliance with nondiscrimination provisions of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of Transportation, or KCATA may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies, and/or cancellation, termination, or suspension of the Contract, in whole or in part.
- C. 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.
- D. 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.
- E.** Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate.

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

The Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

9. CONTINUITY OF SERVICES

The Contractor recognizes that the services under this Contract are vital to the KCATA and other than in the event of a KCATA breach of this agreement, must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

10. CONTRACTOR'S PERSONNEL

All of the Services required hereunder shall be performed by the Contractor or by designated subcontractors and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. 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 Contractor

11. CONTRACTOR'S RESPONSIBILITY

Contractor warrants that it shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized engineering consulting firms in performing services of a similar nature. If, during the six-month period following the

earlier of completion or termination of the Services under the Contract, it is shown there is an error in the Services caused solely by Contractor's failure to meet such standards, and KCATA has promptly notified Contractor in writing of any such error within that period, Contractor shall perform, at Contractor's cost, such corrective Services within the original Contract as may be necessary to remedy such error.

12. 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 Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Senior Manager of Procurement's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. 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.

14. GOVERNING LAW

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

15. 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.

16. INDEPENDENT CONTRACTOR

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

17. INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the KCATA covering the Services and

Deliverables provided in the performance of the Contract. "Services" as used in this clause, includes services performed, and the quality of those Services.

- B. If any of the Services performed do not conform to the standard of care and Contract requirements and the Contractor has been given written notice of the defects, the KCATA may require the Contractor to perform the services again in a reasonable amount of time and conforming with the standard of care and the Contract requirements for no additional fee. If the defects in performance of the Services cannot be corrected by re-performance, the KCATA may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements.
- C. If the Contractor fails to promptly perform the Services or provide Deliverables again or to take the necessary action to ensure future performance in conformity with contract requirements, the KCATA may:
 - 1. Perform the Services and/or provide the Deliverables, and subject to the limitation of liability set out in Article 37K, charge to the Contractor any cost incurred by the KCATA that is directly related to the performance of the work; or
 - 2. Terminate the Contract for default.

18. INSURANCE

- A. The insurance required in this Contract shall be written for the 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 and Workers Compensation 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 a certificate of proof insurance and relevant additional insured endorsements of insurance. prior to execution of the Contract, and thereafter furnish 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, 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, in conjunction with this Agreement.

2. Commercial General Liability:

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

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

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

3. Auto Liability:

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

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

4. Professional Liability Insurance

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

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

5. Pollution Liability

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

Where applicable, the Contractor shall obtain and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed under this contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability. Automobile liability coverage may be satisfied by utilizing ISO Endorsement CA 9948 or equivalent.

6. 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.

19. 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 negligent 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 Services or Deliverables 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") to the extent arising out of, the negligent performance 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 services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise unreasonably refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

20. 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 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 which apply to the performance of the Services and Deliverables.
- C. **Proper Business Practices.** The Parties shall protect the standards of business practice at all times and to act in such a way as to uphold the good name and reputation of the Parties and not to do or attempt to do any act or thing which is intended and/or which in fact causes any damage to or brings discredit upon the Parties or an individual Party and in particular the Parties will specifically comply with the Foreign Corrupt Practices Act of the United States of America and agree not to engage in the following activities:

1. Offer to give or agree to give to any director, officer, employee or agent of any potential client any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract, or for showing or forbearing to show any favor or disfavor to any person in relation to any possible project; or
2. Induce or attempt to induce any officer, servant or agent of any private or public body to depart from his duties to his client or, in the case of an officer, servant or agent of a public body, his duties to the applicable public body, the applicable body politic, or both.

21. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Dennis Hays, KCATA's Senior Policy Advisor at (816) 346-0804 or via email at dhays@kcata.org.
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

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

If to Contractor: Fred Ellermeier, P.E. – Vice President
Black & Veatch Corporation
11401 Lamar Avenue
Overland Park, KS 66211
- C. The Contractor shall notify KCATA immediately when a change in ownership has occurred, or is certain to occur.
- D. The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

22. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All final reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials prepared for the Services to be performed by Contractor shall be and are the property of KCATA upon receipt of payment and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials.
- C. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- D. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- E. Access to or copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party, other than Contractor's subcontractors, by the Contractor without the prior written consent of KCATA.

23. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552.

- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.

24. 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.

25. PROHIBITED WEAPONS AND MATERIALS

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

26. 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.
- B. The Contractor shall permit KCATA, and, as applicable, Jackson County, Missouri, to inspect all work, materials, payrolls, and other data and records, of the Contractor relating to its performance under this Contract. The parties shall be permitted to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. This clause is to be included in all subcontracts.

27. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of Services and Deliverables 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 120 days of project completion or contract termination. Invoices submitted more than 120 days after project completion or contract termination will not be valid and will not be paid.
- D. **Subcontractor Payments**
1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the KCATA 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 KCATA 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 KCATA 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 KCATA investigation, and if deemed appropriate by the KCATA, 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 KCATA payments to the Contractor.
 6. Nothing in this provision is intended to create a contractual obligation between the KCATA and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

28. 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.

29. SEAT BELT USE POLICY

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

30. 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.

31. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the Services or Deliverables 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 Attachment C to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. **Subcontractor Payments.** See Requests for Payment Provisions.
- C. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
 - 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
 - 2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
 - 3. The following provisions if included in this Contract:
 - Civil Rights
 - Employee Eligibility Verification
 - Ownership, Identification, and Confidentiality of Work
 - Privacy Act Requirements
 - Prohibited Weapons and Materials
 - Record Retention and Access
- D. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may reasonably direct as means of enforcing such provisions.

32. 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.

33. 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 43-1833073.

34. 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 services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** Funding for this contract is provided by Jackson County, Missouri ("County") and is contingent upon approval by the County's legislature. KCATA only has the authority to distribute these funds for the performance of this contract if so authorized by Jackson County. In the event funding is not approved, this agreement is considered null and void and KCATA is not responsible for any compensation.
- C. **Termination for Default.**
 - 1. If the Contractor does not deliver Services and Deliverables, 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. In the event the default can be cured, Contractor shall be permitted to cure the default by correcting the defect in the Services in a reasonable time frame as set forth in D below. The Contractor will only be paid the contract price for 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, subject to Article 37K 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 either Party elects to waive its remedies for any breach by the other of any covenant, term or condition of this Agreement, such waiver by that party shall not limit the others' 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.

35. 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.

36. UNAVOIDABLE DELAYS

- A. 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.
- B. **Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.
- C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.
- D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

37. 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. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- C. **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.

- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. In performance of the Services, it is understood that Contractor may be supplied with certain information and/or data by KCATA and/or others, and that Contractor will rely on such information. It is agreed that the accuracy of such information is not within Contractor's control and Contractor shall not be liable for its accuracy, nor for its verification.
- K. Neither party shall be liable to the other party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of services; cost of capital; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect or exemplary damages. Contractor's total aggregate third-party liability under this Agreement shall not exceed the compensation received by Contractor under the Contract. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.
- L. **Limitation of Use of Report.** No report furnished by Contractor, nor any statement or opinion, may be used for the purpose of a prospectus, other investment memorandum or other third-party financing decision, except with Contractor's prior written consent. Contractor's consent may be conditioned on KATA obtaining and providing to Contractor a "non reliance" letter from each such third-party.

Contractor's Initials FJE

KCATA's Initials DS

KCATA's Initials MB

ATTACHMENT B SCOPE OF WORK

1. PHASED APPROACH

Realizing the KCATA and the County's goals will require multiple phases of work, the scope presented here represents the initial first phase of work – the assimilation of existing work and engagement with multiple stakeholders and partners. The Contractor together with KCATA + County Team envisions the following phases of work:

- Phase 1: Assimilation and Engagement
- Phase 2 (Future): Execution of Technology Investments
- Phase 3 (Future): Traditional Development Services

This first phase of work will take approximately nine (9) months to complete. Subject to the Contractor's outcomes, available budget, the KCATA may opt to, at its discretion and in its partnership with the County, decide to enter into future phases of work with the Contractor through an extension of the contract(s) or execution of additional contracts.

2. SCOPE OF WORK (PHASE 1: ASSIMILATION AND ENGAGEMENT)

Task 1: Project Management

- Task 1.1: Kickoff Meeting & Vision Casting.

The Contractor will assemble for an initial kickoff meeting including KCATA + County Team staff to initiate the project, set expectations for each party, explore substantive issues related to the Corridor's development, and collaboratively generate project ideas.

- Task 1.2: Monthly Reports

The Contractor Developer will prepare brief reports to accompany its monthly invoices, outlining its progress on each task to date and identifying meetings with stakeholders and project partners.

DELIVERABLE: 1-2 page reports to accompany each invoice

- Task 1.3: Meeting Summaries

The Contractor will prepare a brief summary of project team meetings, meetings with the KCATA + County Team, and meetings with stakeholders and prospective business partners, including a listing of attendees to be submitted with monthly reports.

DELIVERABLE: 1-2 paragraph summary of each meeting with stakeholders

Task 2: Stakeholder Engagement

- Task 2.1: Municipal Stakeholders

After an initial meeting with KCATA + County Team, Contractor will engage with representatives from the Cities of Lee's Summit, Raytown, and Kansas City, MO to understand the economic development priorities, land use policies, and planned capital projects and whether and how they may relate to the Rock Island Corridor. The KCATA + County Team will help to identify appropriate staff in each City and attend initial meetings and any subsequent meetings as needed. Contractor will assess the willingness of each City to use its economic development incentives, land use regulatory controls, and capital projects to support Transit- and Trail-Oriented Development projects along the Rock Island Corridor.

DELIVERABLES:

- Summary of City Priorities (3)
- Statements or Resolutions (where possible) in support of Rock Island TOD Efforts and use of City policy tools (up to 3, contingent on City support)

- **Task 2.2 Technology Partners**

Contractor will establish contact with its various technology market partners regarding the opportunity of the Rock Island Corridor project. These partners include Autonomous Vehicle ("AV") manufacturers, telecommunications partners, and other technology firms that may have an interest in the Rock Island Corridor. Contractor will brief the KCATA + County Team on these partners' business models and their potential relevance to KCATA + County Team work on the Rock Island Corridor. Contractor may identify potential revenue streams or other public benefits associated with use of the Rock Island Corridor Right-of-Way.

These partners may include but are not limited to TLD TractEasy, EasyMile, Local Motors, EV Ecosystem, Proterra, New Flyer, AVIS, Waymo, and AV Ecosystem.

DELIVERABLES: See Task 1.3 and Task 3.1

- **Task 2.3 Other Stakeholders**

Contractor will work with other stakeholder groups in and around the Rock Island Corridor to understand their past involvement in the area, plans for future investment, and potential role in future Transit- and Trail-Oriented Development projects on the Rock Island Corridor.

These partners may include but are not limited to Jackson County, the Jackson County Sports Complex Authority, Blue Valley Industrial Association, Raytown Chamber of Commerce, Lee's Summit Chamber of Commerce, Metropolitan Community College, KC Industrial Council, Port KC, the KC Area Development Council, the Kansas City Economic Development Corporation, the City of Independence, the City of Greenwood, MODOT, the Missouri Hyperloop Coalition, the Hardesty Renaissance EDC, the Eastwood Hills Community Association, and the Little Blue Valley Homes Association.

DELIVERABLES: See Task 1.3

Task 3: Conceptual Technology Development

While the KCATA + County team continues to implement projects such as a bicycle/pedestrian path and KATY trail connection on the Rock Island Corridor, the 17.7-mile linear, assembled railroad corridor also presents an opportunity for testing, experimentation, and application of emerging technology in the transportation, public safety, telecommunications, and marketing sectors. Examples of these could include:

- Transportation – Autonomous Vehicles could use the corridor for testing, including with passengers to and from the Truman Sports Complex to alleviate parking concerns (potentially freeing up parking and allowing new entertainment-focused development around the Stadiums for the first time).
- Public Safety – Connected cameras and facial recognition could improve public safety on the trail and at trailhead sites and assist the limited resources of the KC, Lee's Summit, and Raytown Police Departments. It could also reduce the issue of illegal dumping, which is particularly acute in and around the corridor.
- Telecommunications – Use of corridor for additional fiber optic utility lines, or leasing of existing conduit to support 5G network implementation and testing in and around the Truman Sports Complex or emerging TOD nodes.
- Marketing – Strong base of tourists from both the Truman Sports Complex and Bicycle tourism related to the Katy Trail could be leveraged for advertising (for example for local businesses located near the trail).

Through these Phase I efforts, Contractor will identify market partners for the KCATA + County Team that can provide revenue to both entities, offer a public community benefit, and/or catalyze economic development throughout the corridor.

- **Task 3.1: Identify Prospective Partners**

Contractor will identify a potential partner or partners relevant to various technology solutions applicable to the Rock Island Corridor.

DELIVERABLE: Technical Memo #1 (Prospective Partners)

- **Task 3.2: SWOT Analysis of Technology Solutions**

Contractor will analyze the Strengths, Weaknesses, Opportunities, and Threats associated with various technology solutions and partners. In particular, it will weigh the costs and benefits of particular partnerships not only in terms of strict monetary benefit, but also in terms of benefit to the public and in their ability to support future TOD along the Corridor.

DELIVERABLE: Technical Memo #2 (SWOT Analysis)

- **Task 3.3: Draft Technology Recommendations Report**

Contractor will offer recommendations on the implementation of various technology solutions with specific private sector partners along the corridor in a draft Technology Recommendations Report. The report will provide a detailed explanation of the most viable technology solutions that should be implemented on the Rock Island Corridor, any potential physical infrastructure needs and costs, and implementation steps for the County and the KCATA.

DELIVERABLE: Technology Recommendations Report

- **Task 3.4: Partnership Structure(s)**

Contractor will provide a framework for partnership between itself, KCATA, Jackson County, and potential technology partners. This partnership will be memorialized in a Letter of Intent from various organizations to enter into a partnership related to a given technology solution for the corridor.

DELIVERABLE(S): Letter(s) of Intent with Technology Partner(s)

Task 4: Transit- and Trail- Oriented Development

The KCATA + County Team expects that its investments in multi-modal transportation and new technology will catalyze economic development in and around the Rock Island Corridor. Contractor will draw conclusions based on the multitude of previous planning efforts and its stakeholder engagement to identify at least three (3) TOD sites – the goal is to have one each in Kansas City, Raytown, and Lee’s Summit, but this may vary with the input and support from KCATA + County Team. Each TOD should support economic development and placemaking goals of each community. Contractor will engage in sufficient planning to be able to engage the private sector and prospective investors in each project.

- **Task 4.1 Existing Conditions and Preliminary Findings**

Contractor will account for all existing planning, studies, and analysis that are directly or indirectly related to the Rock Island Corridor and collect information from its stakeholder meetings and interviews. Contractor will synthesize the information and describe the Strengths, Weaknesses, Opportunities, and Threats (SWOT) of the corridor as a whole and draw meaningful conclusions about the suitability of various parts of the corridor for development based on the following factors as it deems relevant:

- Physical -- Existing soils and slopes, wetlands and riparian habitats, floodway/floodplain restrictions, multimodal transportation links (and gaps), water and sewer infrastructure, hazardous waste and brownfields, etc.
- Regulatory -- Existing zoning and subdivision regulations in each community, and in particular, their support (or lack thereof) of mixed-use, walkable development. Current limits to density (in terms of minimum lot area, maximum height, maximum FAR, units per acre) allowed per code or in a particular zoning district may also be relevant.
- Economic -- Existing land uses and market conditions along the corridor, described using metrics of T2DG’s choice – including vacancy rates, average rents, age and quality of the housing supply, and retail spending and attraction

The SWOT analysis will include the conditions and factors that are most salient to the task of identifying and implementing 3 TOD sites, not a repeat of past planning efforts or existing analysis.

DELIVERABLES:

- Existing Conditions Tech Memo(s)

- Supporting tabular, GIS, or CADD data

▪ Task 4.2: Identify 3 TOD Sites

Based on its stakeholder engagement and analysis and consultation with the KCATA + County Team, Contractor will identify at least 3 TOD sites preferably with one corresponding to each City.

DELIVERABLES: See Task 4.3

▪ Task 4.3: Develop Three (3) TOD Concepts

Contractor will develop three (3) conceptual TOD-area site plans and corresponding programs and requisite supporting materials. The TOD site concepts will be illustrative and aspirational while at the same time allowing for multiple phases or scaling based on market conditions.

In addition to a site plan and program of private development, the TOD concepts will also identify public infrastructure improvements, land assembly needs, and potential brownfields concerns (based on earlier provided EDR reports) to develop realistic development costs.

Contractor will develop separate conceptual pro forma models for each site that can be later utilized by Contractor with future partners as market conditions and assumptions evolve.

Contractor will develop a graphical marketing pieces outlining each TOD opportunity, including plans and renderings that appropriately communicate the intentions behind each TOD site.

DELIVERABLES:

- Three (3) TOD Site Plans or Models
- Relevant Digital Model Information (GIS, CADD, BIM, or 3D model format)
- Three (3) corresponding conceptual pro forma models (in original Excel format)
- Three (3) graphical marketing pieces (1 for each site) and original InDesign templates

• Task 4.4: Develop Three (3) TOD Implementation Memos

Contractor will develop three (3) summary memos outlining the next steps required to implement each TOD. These recommendations may include infrastructure improvements, zoning code changes, establishment of value capture or incentives districts, acquisition of land, identification of development partners, remediation of brownfield sites, or other steps.

DELIVERABLES: Three (3) Implementation Memos

Task 5: Final Report and Next Steps

Contractor will develop a final report that comprehensively outlines the first phase of work and identifies the requisite next steps or conditions before proceeding to Phases 2 and 3 of work. The document should be visual and written so that it can be clearly understood and interpreted by policymakers and members of the public.

DELIVERABLES: Final Report

3. Project Schedule

Contractor will work with the KCATA + County team over a nine (9) month period to deliver the above scope of services. For purposes of this scope, we assume a July 1, 2018 start date and an April 1, 2019 completion date.

		Q3 – 2018			Q4 - 2018			Q1 - 2019		
		1	2	3	4	5	6	7	8	9
		J	A	S	O	N	D	J	F	M
Task 1: Project Management										
1.1	Kickoff Meeting	X								
1.2	Monthly Reports	X	X	X	X	X	X	X	X	X
1.3	Meeting Summaries	*** As Needed ***								
Task 2: Engagement										
2.1	Technology Partners	*** As Needed ***								
2.2	Municipal Stakeholders	*** As Needed ***								
2.3	Other Stakeholders	***As Needed ***								
Task 3: Conceptual Technology Development										
3.1	TM 1: Identify Prospect Partners	X								
3.2	TM2: Strengths/Weaknesses/Opportunities/Threats				X					
3.3	Draft Recommendations Report						X			
3.4	Letter of Intent with Prospective Partners								X	
Task 4: Transit-and Trail-Oriented Development										
4.1	Existing Conditions Tech Memo(s) (S/W/O/T)		X							
4.2	Identify Three TOD Sites					X				
4.3	Develop Three TOD Concepts							X		
4.4	Develop Three TOD Implementation Memos (Draft)								X	
Task 5: Final Report and Next Steps										X

4. Compensation

See breakout in Attachment C.

ATTACHMENT C
BREAKOUT OF COSTS/PROJECT TEAM

CONTRACT #17-7049-39 BLACK & VEATCH CORPORATION	Black & Veatch (Prime)	ThinkBIG	CBC	Olsson & Assoc.	Community Engagement (TBD)	TOTAL	Contract #18-7041-59B Stinson Leonard State, LLP	PROJECT TOTAL
TASK 1: PROJECT MANAGEMENT								
1.1 Kickoff Meeting & Vision Casting	\$ 6,000	\$ 3,000	\$ 4,500	\$ 3,000	\$ 2,500	\$ 19,000	\$ 4,000.00	\$ 25,500
1.2 Monthly Reports	\$ 9,275	\$ 4,500	\$ 7,500	\$ 3,750	\$ 1,500	\$ 26,525	\$ -	\$ 28,025
1.3 Meeting Summaries	\$ 4,500	\$ 2,250	\$ 2,250	\$ 1,125	\$ 1,500	\$ 11,625	\$ -	\$ 13,125
TASK 2: ENGAGEMENT								
2.1 Municipal Stakeholders	\$ -	\$ -	\$ 4,800	\$ 6,600	\$ 8,400	\$ 19,800	\$ 8,400.00	\$ 36,600
2.2 Technology Partners	\$ 7,500	\$ 11,000	\$ -	\$ -	\$ -	\$ 18,500	\$ -	\$ 18,500
2.3 Other Stakeholders	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	\$ 6,000	\$ 2,500.00	\$ 8,500
TASK 3: CONCEPTUAL TECHNOLOGY DEPARTMENT								
3.1 TM 1: Identify Prospective Partners	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000
3.2 TM2: Strength/Weaknesses/Opportunities/Threats	\$ 4,000	\$ 4,000	\$ -	\$ -	\$ 1,500	\$ 9,500	\$ -	\$ 11,000
3.3 Draft Recommendation Report	\$ 4,000	\$ 4,000	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ 8,000
3.4 Letter of Intent with Prospective Partners	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000
TASK 4: TRANSIT AND TRANSIT-ORIENTED DEVELOPMENT								
4.1 Existing Conditions Tech Memo(s) (S/W/O/T)	\$ -	\$ -	\$ -	\$ 5,000	\$ 1,500	\$ 6,500	\$ 2,500.00	\$ 10,500
4.2 Identify Three (3) TOD Sites	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ 1,500	\$ 9,000	\$ -	\$ 10,500
4.3 Develop Three (3) TOD Concepts	\$ -	\$ -	\$ 16,000	\$ 9,000	\$ -	\$ 25,000	\$ -	\$ 25,000
4.4 Develop Three (3) TOD Implementation Memos (Draft)	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ -	\$ 15,000	\$ 2,500.00	\$ 17,500
TASK 5: FINAL REPORT AND NEXT STEPS								
	\$ 7,500	\$ 5,000	\$ 7,500	\$ 2,500	\$ 1,500	\$ 21,500	\$ 2,500.00	\$ 21,500
ADDITIONAL SERVICES TO BE DETERMINED	\$ 15,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COMPENSATION PER FIRM	\$ 75,175	\$ 47,750	\$ 54,050	\$ 42,475	\$ 19,900	\$ 236,850	\$ 22,400.00	\$ 259,250

SUMMARY OF PROJECT BREAKOUT:

Contract #17-7049-39: Black & Veatch Corporation \$236,850

Contract #18-7041-59B: Stinson Leonard Street, LLP \$ 22,400

Total Combined Project Total \$259,250



Kansas City Area Transportation Authority

RideKC Development Corporation Board of Directors Meeting

Daniel Serda, David Bower, Keith Cutler,

Sean O'Byrne, Jim Roy, Kenneth Bacchus, Alicia Hooks,

Jim Allen, Michael Graham, Robbie Makinen, Brien Starner

Wednesday, July 25, 2018 - 2 p.m.

KCATA Breen Building | 1200 E 18th St. | Large Conference Room | KCMO 64108

Agenda

- I. Call the Meeting to Order – Chair Serda
- II. Determination of Presence of Quorum – Chair Serda
- III. Approval of minutes – January 24, 2018
- IV. Action Item:
 - a. Review and Adoption of Code of Ethics – P. Hurley
- V. Budget Discussion-Starner and Hurley
- VI. Report of Recent KCATA Development Activity-Starner
- VII. Community Builders of KC Presentation: Shannon Hesterberg, Director of Real Estate Development
- VIII. Updates/ Information
 - a. RideKC Development Corporation IRS Approval
- IX. New Business
- X. Old Business
- XI. Roundtable Comments: Updates from Directors
- XII. Adjournment.