
PROJECT PROPOSAL DOCUMENTS**Book 1****Pkg 6 – KC Streetcar Riverfront Extension Construction****KCATA PROJECT NUMBER: # F23-5005-39A****ISSUE DATE: 3/15/2023****PROPOSAL CLOSE DATE: 4/14/2023 2:00 PM Local Time****OWNER:**

Kansas City Area Transportation Authority
1200 E. 18th Street, Kansas City, Missouri 64108
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KCATA PROCUREMENT CONTACT:

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KCATA PROJECT MANAGER

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KANSAS CITY STREETCAR RIVERFRONT EXTENSION

Base Bid Package 6 General Construction
KCATA Bid Number F23-5005-39A

BID FORM - REV 0

SCC Cat.	Item Description	Quantity	Unit Measure	Unit Prices (\$)	Total Prices (\$)	Specification
10 GUIDEWAY - Earthwork (includes .01, .02 and .03)						
10.01	Excavation (Track Slab)	2,776	CY		\$ -	31 22 00 Site Preparation and Grading
10.01	Subgrade Preparation (Track Slab)	3,395	SY		\$ -	31 23 13 Subgrade Prep
10.01	Geotextile Fabric	2,352	SY		\$ -	31 05 19.13 Geotextile Fabric and Geocomposites
10.01	Compacted Aggregate Base (Aggregate Base)	1,030	CY		\$ -	32 11 00 Aggregate Base Course
Sub-Total (10.01)					\$ -	
10 GUIDEWAY - Aerial Structure (112TRAM)						
10.04	Removal of Concrete Wearing Surface (1 3/4" Deck Milling)	4,253	SY		\$ -	32 01 16 Cold Milling
10.04	Remove Strip Seal Joint	1	LS		\$ -	02 41 60 Removal of Existing Strip Seal Joint
10.04	3 3/4" Concrete Overlay	3,879	SY		\$ -	03 30 50 Viaduct Concrete Overlay
10.04	Strip Seal Expansion Joint	65	LF		\$ -	32 95 00 Strip Seal Expansion Device
10.04	Finger Joint	3	EA		\$ -	32 96 00 Finger Joint Modification
Sub-Total (10.04)					\$ -	
10 TRACK						
10.10	115 RE Rail Track Slab	1,112	TF		\$ -	34 11 29 General Track Construction
10.10	115 RE Rail Colored Track Slab	0	TF		\$ -	34 11 29 General Track Construction
10.10	115 RE Rail Track Slab Adjacent to Streetcar Stop	90	TF		\$ -	34 11 29 General Track Construction
10.10	115 RE Embedded Rail Track Off-Street Adjacent to Streetcar Stop	195	TF		\$ -	34 11 29 General Track Construction
10.10	115 RE Embedded Rail Track Off-Street	1,736	TF		\$ -	34 11 29 General Track Construction
10.10	115 RE Rail in Approach Slab	102	TF		\$ -	34 11 29 General Track Construction
10.10	112 TRAM Rail in Approach Slab - Owner will supply 112 TRAM Rail	113	TF		\$ -	34 11 29 General Track Construction
10.10	112 TRAM Rail on Grand Viaduct Bridge - Owner will supply 112 TRAM Rail	2,505	TF		\$ -	34 11 29 General Track Construction
10.10	112 TRAM Rail Track Slab - Owner will supply 112 TRAM Rail	1,149	TF		\$ -	34 11 29 General Track Construction
10.10	112 TRAM Rail Colored Track Slab - Owner will supply 112 TRAM Rail	233	TF		\$ -	34 11 29 General Track Construction
10.10	Manhole In Track Slab	16	EA		\$ -	34 11 29 General Track Construction
10.10	Track Drains	9	EA		\$ -	34 11 29 General Track Construction
Sub-Total (10.10)					\$ -	
10 TRACK: SPECIAL						
10.12	25 M Straight Frog Turnout With 115 lb. Rail (115 lb. WBM Frog)	1	INSTALL EA		\$ -	34 11 23 Special Trackwork
10.12	25 M Continuously Curved Frog Turnout With 115 lb. Rail (115 lb. WBM frog)	1	INSTALL EA		\$ -	34 11 23 Special Trackwork
10.12	20 M/25 M Equilateral Turnout With 115 lb. Rail (115 lb. WBM frog)	1	INSTALL EA		\$ -	34 11 23 Special Trackwork
10.12	25 M Continuously Curved Frog Turnout With 115 lb. Rail (115 lb. WBM frog) and Diamond	1	INSTALL EA		\$ -	34 11 23 Special Trackwork
10.12	No 4. Straight Frog Turnout With 25M Flexive-Tongue Switch (115 lb. WBM Frog)	2	INSTALL EA		\$ -	34 11 23 Special Trackwork
10.12	115 RE Pre-Curved Rail	624.49	TF		\$ -	34 11 23 Special Trackwork
10.12	112 TRAM Pre-Curved Rail	491.46	TF		\$ -	34 11 23 Special Trackwork
10.12	Install Rail Expansion Joint - Owner Will Supply Rail Expansion Joint Material	14	INSTALL PAIR		\$ -	34 11 23 Special Trackwork
10.12	115 RE to 112 TRAM Transition Rail	4	TF		\$ -	34 11 93 Other Track Materials
10.12	Insulated Joint Bar	8	INSTALL PAIR		\$ -	34 11 93 Other Track Materials
10.12	Elastomeric Grout	266	CF		\$ -	34 11 93 Other Track Materials
10.12	Epoxy Injection Grouting SET PRICE	200	LF		\$ -	03 64 23 Expoy Injection Grouting
Sub-Total (10.12)					\$ -	
20 STATIONS, STOPS, INTERMODAL						
20.01	3rd and Grand					
20.01	Station Stop Lighting	1	SYS		\$ -	26 56 10 Station Stop Lighting
20.01	Station Platform	1	LS		\$ -	13 13 50 Station Platforms
20.01	Shelter Type A (P302)	1	EA		\$ -	13 13 50 Station Platforms
20.01	Station Technology					
20.01	Station Electric	1	SYS		\$ -	13 13 60 Station Technology
20.01	Station Communications	1	SYS		\$ -	13 13 60 Station Technology
20.01	Structure Excavation	30	CY		\$ -	31 23 16.16 Structural Excavation and Backfill
20.01	Subgrade Preparation	83	SY		\$ -	31 23 13 Subgrade Prep
20.01	Aggregate Base Course	18	CY		\$ -	32 11 00 Aggregate Base Course
20.01	Concrete Slab	49	CY		\$ -	03 31 05 Structural Concrete
20.01	Pylon Sign (Station Marker)	1	EA		\$ -	10 43 70 Pylon Signs

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Base Bid Package 6 General Construction
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BID FORM - REV 0

20.01	2' Detectable Warning Tile	70	LF		\$	-	09 61 13 Surfaced Applied Tactile Warning Surface Tile
20.01	Seat Wall Railing	42	LF		\$	-	05 52 13 Pipe and Tube Railings
20.01	Decorative Railing	42	LF		\$	-	05 52 13 Pipe and Tube Railings
20.01	Litter Receptacle	1	EA		\$	-	12 93 00 Site Furnishings
20.01	Berkley Riverfront						
20.01	Station Stop Lighting	1	SYS		\$	-	26 56 10 Station Stop Lighting
20.01	Station Platforms	1	LS		\$	-	13 13 50 Station Platforms
20.01	Shelter Type B (P310)	1	EA		\$	-	13 13 50 Station Platforms
20.01	Station Technology						
20.01	Station Electric	1	SYS		\$	-	13 13 60 Station Technology
20.01	Station Communications	1	SYS		\$	-	13 13 60 Station Technology
20.01	Structure Excavation	130	CY		\$	-	31 23 16.16 Structural Excavation and Backfill
20.01	Subgrade Preparation	1,230	SY		\$	-	31 23 13 Subgrade Prep
20.01	Aggregate Base Course	185	CY		\$	-	32 11 00 Aggregate Base Course
20.01	Concrete Slab	270	CY		\$	-	03 31 05 Structural Concrete
20.01	Pylon Sign (Station Marker)	2	EA		\$	-	10 43 70 Pylon Signs
20.01	2' Detectable Warning Tile	420	LF		\$	-	09 61 13 Surfaced Applied Tactile Warning Surface Tile
20.01	Litter Receptacle	3	EA		\$	-	12 93 00 Site Furnishings
20.01	Station Bench Type B (1/P362)	4	EA		\$	-	12 93 00 Site Furnishings
20.01	Precast Concrete Planter	1	EA		\$	-	03 30 70 Precast Concrete Planter
20.01	Limestone Block	1	LS		\$	-	12 93 00 Site Furnishings
					Sub-Total (20.01)	\$	-
40 SITEWORK PREPARATION							
40.01	Demolition and Site Preparation						
40.01	Remove Concrete Trail	996	SY		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Curb and Gutter	1,571	LF		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Asphalt Pavement	7,487	SY		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Sidewalk	417	SY		\$	-	02 40 00 Demolition and Structure Moving
40.01	Sawcut Asphalt	1,730	LF		\$	-	03 80 00 Concrete Cutting and Boring
40.01	Sawcut Concrete Pavement	452	LF		\$	-	03 80 00 Concrete Cutting and Boring
40.01	Remove Existing Track Slab, Incl. Rails	1,839	SF		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Concrete Median	3	SY		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Concrete Driveway	212	SY		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Tree	28	EA		\$	-	31 13 00 Tree Removal
40.01	Remove Brick Pavers	166	SY		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Bollards	6	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove/Relocate Iron Pots	4	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Existing Traffic Signal Pole/Mast Arm, Heads, Pushbuttons, and Signal Pole/Arm Signs	2	SYS		\$	-	34 41 13 Traffic Signals
40.01	Remove Existing Traffic Signal Pole Foundation	2	EA		\$	-	34 41 13 Traffic Signals
40.01	Remove Existing Traffic Signal Pullbox	2	SYS		\$	-	34 41 13 Traffic Signals
40.01	Remove and Relocate Power Pole	1	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove and Relocate Electrical Box	6	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Drainage Structure	2	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove and Relocate Signs (DN 30)	3	EA		\$	-	10 14 00 Traffic Signage
40.01	Sign Removal (posts)	7	EA		\$	-	10 14 00 Traffic Signage
40.01	Sign Panel Removal	12	EA		\$	-	10 14 00 Traffic Signage
40.01	Remove Pergola/Canopy	3	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Existing OCS Pole & Foundation	16	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove and Relocate Trash Container	10	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Parking Kiosk	1	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Remove Water Drinking Fountain	1	EA		\$	-	02 40 00 Demolition and Structure Moving
40.01	Excavation	1,760	CY		\$	-	31 22 00 Site Preparation and Grading
40.01	Embankment	320	CY		\$	-	31 22 00 Site Preparation and Grading
					Sub-Total (40.01)	\$	-
40 SITEWORK UTILITIES							
40.02	Remove or Abandon Existing 12" / 15" Sewer	39	LF		\$	-	02 40 00 Demolition and Structure Moving
40.02	Connect to Existing 12" PVC/VCP	1	EA		\$	-	33 40 00 Storm Drainage Utilities
40.02	Connect to Existing Inlet / Junction Box	4	EA		\$	-	33 40 00 Storm Drainage Utilities

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BID FORM - REV 0

40.02	Connect to Existing Manhole	1	EA		\$	-	33 40 00 Storm Drainage Utilities
40.02	4" PVC Pipe	50	LF		\$	-	33 40 00 Storm Drainage Utilities
40.02	6" PVC Pipe	216	LF		\$	-	33 40 00 Storm Drainage Utilities
40.02	Install 6" PVC Bend / Wye	6	EA		\$	-	33 40 00 Storm Drainage Utilities
40.02	12" PVC Pipe	69	LF		\$	-	33 40 00 Storm Drainage Utilities
40.02	12" HDPE Pipe	36	LF		\$	-	33 40 00 Storm Drainage Utilities
40.02	Culvert Headwall	4	EA		\$	-	33 49 13 Storm Structures
40.02	Curb Inlet (5'x3') Setback, Type 1	2	EA		\$	-	33 49 13 Storm Structures
40.02	Adjust Sewer Manhole to Grade	2	EA		\$	-	33 05 13.13 Adjustment of Incidental Structures
40.02	Adjust Drainage Inlet to Grade	1	EA		\$	-	33 05 13.13 Adjustment of Incidental Structures
40.02	Grate Inlet (Single)	1	EA		\$	-	33 49 13 Storm Structures
40.02	Grate Inlet (Double)	1	EA		\$	-	33 49 13 Storm Structures
40.02	Connect to existing 12" RCP	1	EA		\$	-	33 41 13 Reinforced Concrete Pipe
40.02	Reinforced Concrete Pipe (RCP) - 15"	24	LF		\$	-	33 41 13 Reinforced Concrete Pipe
40.02	Curb Inlet (5'X3') Non-Setback, Type 2	1	EA		\$	-	33 49 13 Storm Structures
Lighting							
40.02	KCMO LED light fixture American Electric Type 'D' on OCS pole (NDC)	18	EA		\$	-	26 56 19 Street Lighting
40.02	KCMO LED light fixture American Electric Type 'C' on OCS pole (NDC)	4	EA		\$	-	26 56 19 Street Lighting
40.02	KCMO LED light fixture signify Lumec Type 'C' on OCS pole (NDC)	3	EA		\$	-	26 56 19 Street Lighting
40.02	KCMO LED light fixture signify Lumec Type 'D' on 35' street light pole	2	EA		\$	-	26 56 19 Street Lighting
40.02	8' arm for KCMO LED light fixture signify Lumec Type 'C' on OCS Pole	3	EA		\$	-	26 56 19 Street Lighting
40.02	8' arm for KCMO LED light fixture signify Lumec Type 'D' on street light pole	2	EA		\$	-	26 56 19 Street Lighting
40.02	35' street light pole Type 'D'	2	EA		\$	-	26 56 19 Street Lighting
40.02	1 #10 RHW/USE internal pole wire	2,400	LF		\$	-	26 56 19 Street Lighting
40.02	HDPE conduit for Every feed	400	LF		\$	-	26 56 19 Street Lighting
40.02	1 #6 AWG bare copper wire	400	LF		\$	-	26 56 19 Street Lighting
40.02	2 #6 RHH/RHW/USE, 1 #6 GND. (for lighting circuit #3. Combined OCS pole and KCMO Light fixture type D on New LTC. SBC9004.)	750	LF		\$	-	26 56 19 Street Lighting
40.02	2 #4 RHH/RHW/USE, 1 #4 GND. (for lighting circuit #4. Combined OCS pole and KCMO Light fixture type D and type C on existing LTC. SBC9001.)	750	LF		\$	-	26 56 19 Street Lighting
40.02	2 #6 RHH/RHW/USE, 1 #6 GND. (for lighting circuit #1, relocated pedestrian light pole on new street lighting controller LTC-1.)	1,700	LF		\$	-	26 56 19 Street Lighting
40.02	2 #8 RHH/RHW/USE, 1 #8 GND. (for lighting circuit #2, relocated pedestrian light pole on new street lighting controller LTC-1.)	500	LF		\$	-	26 56 19 Street Lighting
40.02	2 #6 RHH/RHW/USE, 1 #6 GND. (for lighting circuit for KCMO LED light fixture type 'C' on OCS pole on 2nd street)	250	LF		\$	-	26 56 19 Street Lighting
40.02	2 #8 RHH/EHW/USE, 1 #8 GND. (for street light on traffic signal pole)	350	LF		\$	-	26 56 19 Street Lighting
40.02	2" PVC Conduit (for lighting circuit #1 on new LTC SBC9004, and circuit #4 on existing LTC SBC9001. and lighting circuits #1 and #2 on new street lighting controller LTC-1)	3,500	LF		\$	-	26 56 19 Street Lighting
40.02	Fused kits	27	EA		\$	-	26 56 19 Street Lighting
40.02	Non fused kits	54	EA		\$	-	26 56 19 Street Lighting
40.02	Cable retainers	2	EA		\$	-	26 56 19 Street Lighting
40.02	Pole base for relocated pedestrian light poles	16	EA		\$	-	26 56 19 Street Lighting
40.02	ID tag for street light and new street lighting controller	28	EA		\$	-	26 56 19 Street Lighting
40.02	New 4-circuit lighting street controller LTC-1 for relocated pedestrian light poles	1	EA		\$	-	26 56 19 Street Lighting
40.02	New 1-circuit lighting street controller LTC-1 for new street light type D on OCS poles	1	EA		\$	-	26 56 19 Street Lighting
40.02	Concrete foundation for new Street Lighting Controller LTC-1	2	EA		\$	-	26 56 19 Street Lighting
40.02	Relocated existing luminaire and existing pole for street light pole	1	EA		\$	-	26 56 19 Street Lighting
40.02	New Pole base for relocated and existing street light pole	2	EA		\$	-	26 56 19 Street Lighting
40.02	Relocated existing pedestrian light poles	16	EA		\$	-	26 56 19 Street Lighting
40.02	New Pole base for relocated pedestrian light poles	16	EA		\$	-	26 56 19 Street Lighting
40.02	Relocated existing LED street light on OCS pole	2	EA		\$	-	26 56 19 Street Lighting
40.02	New OCS pole Attachment for new LED luminaire on OCS pole	25	EA		\$	-	26 56 19 Street Lighting
40.02	Trench and Backfill	3,500	LF		\$	-	27 56 19 Street Lighting
40.02	Remove existing conductors for relocated pedestrian light poles	800	LF		\$	-	26 56 19 Street Lighting
40.02	New Pull Box	1	EA		\$	-	26 56 19 Street Lighting
40.02	Power hookup for Every Power source	2	EA		\$	-	26 56 19 Street Lighting
					Sub-Total (40.02)	\$	-
40 SITEWORK - PED AND BIKE ACCOMMODATIONS							
40.06	Concrete Sidewalk	9,522	SF		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.06	Concrete Accessible Curb Ramp	11	EA		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs

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40.06	End of Track Curb Stop	1	EA		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.06	2' Detectable Warning Tile	129	EA		\$	-	09 61 13 Surfaced Applied Tactile Warning Surface Tile
40.06	Concrete Trail	15,612	SF		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.06	Colored Concrete – Cycle Track	438	SY		\$	-	03 30 00 Cast In Place Concrete
40.06	Aggregate Base Course (Cycle Track)	372	CY		\$	-	32 11 00 Aggregate Base Course
40.06	Aggregate Base Course (Non-Revenue Track Walkways)	92	CY		\$	-	32 11 00 Aggregate Base Course
40.06	6" Asphalt Concrete Walkway	132	SY		\$	-	32 12 16.10 Asphalt Concrete Pavement
40.06	Rock Mulch	25	SY		\$	-	32 11 01 Rock Mulch
40.06	6" Concrete Infill	397	SY		\$	-	03 30 00 Cast In Place Concrete
40.06	Subgrade Preparation (Sidewalk)	90,762	SF		\$	-	31 23 13 Subgrade Prep
40.06	8" Sidewalk Grade Wall	90	LF		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.06	12" Trapezoidal Delineator Tile	363	LF		\$	-	09 61 13 Surfaced Applied Tactile Warning Surface Tile
40.06	6" Removable Bollards	2	EA		\$	-	32 31 00 Fences and Gates
Landscaping							
40.06	Trees - 3" Caliper	6	EA		\$	-	32 93 00 Plants
40.06	Shrubs - # 5 Container	197	EA		\$	-	32 93 00 Plants
40.06	Ornamental Grasses - #1 Container	8	EA		\$	-	32 93 00 Plants
40.06	Perennials - #1 Container	10,451	EA		\$	-	32 93 00 Plants
40.06	Sod	3,487	SY		\$	-	32 92 00 Turf and Grasses
40.06	Seed	0.72	Acre		\$	-	32 92 00 Turf and Grasses
40.06	Topsoil	581	CY		\$	-	32 91 19 Topsoil
40.06	Grass Drainage Swale	837	LF		\$	-	31 22 00 Site Preparation and Grading
40.06	Post Chain Fence	3,394	LF		\$	-	12 93 00 Site Furnishings
Sub-Total (40.06)					\$	-	
40 SITEWORK - ROADWAY							
40.07	Mill 2" Asphalt Pavement	1,474	SY		\$	-	32 01 16 Cold Milling
40.07	Asphalt Concrete Pavement - variable depth	1,587	SY		\$	-	32 12 16.10 Asphalt Concrete Pavement
40.07	Temporary Surfacing	500	SY		\$	-	32 12 16.50 Temporary Surfacing
40.07	Temporary Gravel Pavement	168	SY		\$	-	32 12 16.50 Temporary Surfacing
40.07	Subgrade Preparation (Asphalt Pavement)	113	SY		\$	-	31 23 13 Subgrade Prep CONFIRM?
40.07	Adjust Utility Structure to Grade	16	EA		\$	-	33 05 13.13 Adjustment of Incidental Structures
40.07	Chain Link Fence	281	LF		\$	-	32 31 00 Fences and Gates
40.07	Chain Link Swing Gate - Personal Access	2	EA		\$	-	32 31 00 Fences and Gates
40.07	Chain Link Swing Gate - Vehicle Access	3	EA		\$	-	32 31 00 Fences and Gates
SITEWORK - ROADWAY MAINLINE							
40.07	10" Min. PCC Concrete	2,040	SY		\$	-	32 13 13.10 Portland Cement Concrete Pavement - Mainline
40.07	Subgrade Preparation (Roadway)	2,690	SY		\$	-	31 23 13 Subgrade Prep CONFIRM?
40.07	14" Concrete Approach Slab	299	SY		\$	-	32 13 13.10 Portland Cement Concrete Pavement - Mainline
40.07	Aggregate Base Course (Roadway)	455	CY		\$	-	32 11 00 Aggregate Base Course
SITEWORK - ROADWAY STRIPING & SIGNING							
40.07	4" White Line (Thermoplastic / Epoxy)	7,633	LF		\$	-	32 17 23 Pavement Markings
40.07	4" Yellow Line (Thermoplastic / Epoxy)	6,700	LF		\$	-	32 17 23 Pavement Markings
40.07	6" White Solid Line (Thermoplastic / Epoxy)	231	LF		\$	-	32 17 23 Pavement Markings
40.07	12" White Solid Chevron Line (Thermoplastic / Epoxy)	1,243	LF		\$	-	32 17 23 Pavement Markings
40.07	12" Yellow Solid Chevron Line (Thermoplastic / Epoxy)	66	LF		\$	-	32 17 23 Pavement Markings
40.07	24" White Solid Line (Preformed Thermoplastic/Inlaid Cold Plastic)	788	LF		\$	-	32 17 23 Pavement Markings
40.07	24" Green Solid Line (Preformed Thermoplastic/Inlaid Cold Plastic)	180	LF		\$	-	32 17 23 Pavement Markings
40.07	Green Surface Paint	160	SF		\$	-	32 17 23 Pavement Markings
40.07	Solid White Text "TRANSIT" (Preformed Thermoplastic/Inlaid Cold Plastic)	1	EA		\$	-	32 17 23 Pavement Markings
40.07	Solid White Text "ONLY" (Preformed Thermoplastic/Inlaid Cold Plastic)	2	EA		\$	-	32 17 23 Pavement Markings
40.07	Solid White Text "SLOW" (Preformed Thermoplastic/Inlaid Cold Plastic)	1	EA		\$	-	32 17 23 Pavement Markings
40.07	White "YIELD" Markers (Preformed Thermoplastic/Inlaid Cold Plastic)	7	EA		\$	-	32 17 23 Pavement Markings
40.07	Solid White Turn Arrow (Preformed Thermoplastic/Inlaid Cold Plastic)	11	EA		\$	-	32 17 23 Pavement Markings
40.07	Solid White Bike Lane Symbol (Preformed Thermoplastic/Inlaid Cold Plastic)	9	EA		\$	-	32 17 23 Pavement Markings
40.07	Signs (Furnish and Install)	195	SF		\$	-	10 14 00 Traffic Signage
40.07	Sign Posts (footings are incidental to the Sign Post)	25	EA		\$	-	10 14 00 Traffic Signage
SITEWORK - ROADWAY CURB AND GUTTER							

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40.07	Concrete Driveway	207	SY		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.07	Concrete Type CG Curb	336	LF		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.07	Concrete Type C Curb	1,330	LF		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.07	Concrete Flush Ribbon Curb	9	LF		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.07	Concrete 20" Bull Nose Curb	13	LF		\$	-	32 16 23.10 Sidewalks, Driveway and Curbs
40.07	Subgrade Preparation (Curb)	151	SF		\$	-	31 23 13 Subgrade Prep CONFIRM?
Sub-Total (40.07)					\$	-	
40 INDIRECT COSTS							
40.08	Maintenance of Traffic for Closed Structure	1	LS		\$	-	01 55 26.13 Maintenance of Traffic
40.08	Changeable Message Sign	4	EA		\$	-	01 55 26.13 Maintenance of Traffic
40.08	Temporary Construction Signing	500	SF		\$	-	01 55 26.13 Maintenance of Traffic
40.08	Type III Barricades	15	EA		\$	-	01 55 26.13 Maintenance of Traffic
40.08	Channelizers	100	EA		\$	-	01 55 26.13 Maintenance of Traffic
40.08	Temporary Pavement Marking	10,000	LF		\$	-	01 55 26.13 Maintenance of Traffic
40.08	Silt Fence	1,510	LF		\$	-	31 05 19.13 Geotextile Fabric and Geocomposites
40.08	Erosion Control	1	LS		\$	-	01 57 13 Erosion Control
40.08	Clearing and Grubbing	1.91	Acre		\$	-	31 22 00 Site Preparation and Grading
40.08	Mobilization	1.00	LS		\$	-	
Sub-Total (40.08)					\$	-	
50 SYSTEMS - TRAIN CONTROL							
50.01	Train Control Ductbank, Complete	1	LS		\$	-	26 05 43 Underground Ductbanks and Raceways
50.01	Electrical Manholes and Handholes		EA		\$	-	26 05 44 Manholes and Handholes for System
50.01	Train Control and Signals, Complete	1	LS		\$	-	Multiple Specs
50.01	Train Signal Spare Parts and Tools	1	LS		\$	-	34 42 72 Signals Spare Parts, Manual and Training
50.01	Train Signal Manual and Training	1	LS		\$	-	34 42 72 Signals Spare Parts, Manual and Training
Sub-Total (50.01)					\$	-	
50 SYSTEMS - SIGNAL SYSTEMS							
50.02	Traffic Signal Controller and Cabinet (w/Auxiliary Cabinet)	2	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	Power Supply (Signal Service Cabinet)	2	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	Pedestrian Countdown Indication (LED)	10	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	APS Pedestrian Pushbuttons with Signs	13	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	Radar Detection System	2	SYS		\$	-	34 41 16 Traffic Control Equipment
50.02	PTZ & 360 CCTV Traffic Camera	3	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	One-Way Opticom EVP Receiver	7	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	Transit Signal Priority	3	LS		\$	-	34 41 16 Traffic Control Equipment
50.02	10-Port Ethernet Switch	2	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	Fiber Patch Panel (Traffic Signals)	2	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	No Right on Red Blankout Sign	2	EA		\$	-	34 41 16 Traffic Control Equipment
50.02	Signal Pole and Mast Arm length up to 28 ft	1	EA		\$	-	34 41 13 Traffic Signals
50.02	Signal Pole and Mast Arm length 29-35 ft	2	EA		\$	-	34 41 13 Traffic Signals
50.02	Mast Arm length up to 28 ft combo w/OCS	1	EA		\$	-	34 41 13 Traffic Signals
50.02	Mast Arm length 29-35 ft combo w/OCS	1	EA		\$	-	34 41 13 Traffic Signals
50.02	Mast Arm length 36-46 ft combo w/OCS	1	EA		\$	-	35 41 13 Traffic Signals
50.02	Pedestal Pole and Base	4	EA		\$	-	34 41 13 Traffic Signals
50.02	Vehicle Signal Face (2-section LED)	7	EA		\$	-	34 41 13 Traffic Signals
50.02	Vehicle Signal Face (3-section LED)	15	EA		\$	-	34 41 13 Traffic Signals
50.02	Bicycle Signal Face (3-section LED)	4	EA		\$	-	34 41 13 Traffic Signals
50.02	Type I Pullbox	9	EA		\$	-	34 41 13 Traffic Signals
50.02	Type II Pullbox	2	EA		\$	-	34 41 13 Traffic Signals
50.02	Internally Illuminated Street Name Sign	4	EA		\$	-	34 41 13 Traffic Signals
50.02	Salvage & Install Internally Illuminated Street Name Sign	2	EA		\$	-	34 41 13 Traffic Signals
50.02	Wiring - 2c-14	2,115	LF		\$	-	34 41 13 Traffic Signals
50.02	Wiring - 3c-14 (Blankout Sign)	350	LF		\$	-	34 41 13 Traffic Signals
50.02	Wiring - 5c-14	3,380	LF		\$	-	34 41 13 Traffic Signals
50.02	Wiring - 7c-14	3,200	LF		\$	-	34 41 13 Traffic Signals
50.02	Wiring - CAT6E (CCTV)	460	LF		\$	-	34 41 13 Traffic Signals
50.02	Wiring - 3pr#14 (EVP)	1,280	LF		\$	-	34 41 13 Traffic Signals
50.02	Wiring - 3c#10 (HSNS)	1,000	LF		\$	-	34 41 13 Traffic Signals

KANSAS CITY STREETCAR RIVERFRONT EXTENSION

Base Bid Package 6 General Construction
KCATA Bid Number F23-5005-39A

BID FORM - REV 0

50.02	Wiring - 1c-#3 (Power)	1,750	LF		\$	-	34 41 13 Traffic Signals
50.02	2" Trench Conduit System	670	LF		\$	-	34 41 13 Traffic Signals
50.02	3" Trench Conduit System	205	LF		\$	-	34 41 13 Traffic Signals
50.02	4" Trench Conduit System	695	LF		\$	-	34 41 13 Traffic Signals
50.02	1" Conduit in Existing Trench	15	LF		\$	-	34 41 13 Traffic Signals
50.02	2" Conduit in Existing Trench	315	LF		\$	-	34 41 13 Traffic Signals
50.02	3" Conduit in Existing Trench	65	LF		\$	-	34 41 13 Traffic Signals
50.02	4" Conduit in Existing Trench	345	LF		\$	-	34 41 13 Traffic Signals
50.02	Temporary Traffic Signal	1	LS		\$	-	34 41 13 Traffic Signals
50.02	Signal Pole Signs	81	SF		\$	-	34 41 13 Traffic Signals
50.02	Concrete Base - Type B8	1	EA		\$	-	03 30 00 Cast In Place Concrete
50.02	Concrete Base - Type B10	2	EA		\$	-	03 30 00 Cast In Place Concrete
50.02	Concrete Base - Type C	4	EA		\$	-	03 30 00 Cast In Place Concrete
Sub-Total (50.02)					\$	-	
50 SYSTEMS - TRACTION POWER SUBSTATION							
50.03	Clearing & Grubbing (Traction Power Site)	992	SY		\$	-	31 22 00 Site Preparation and Grading
50.03	Remove Concrete Pavement (Traction Power Site)	223	SY		\$	-	31 22 00 Site Preparation and Grading
50.03	Excavation (Traction Power Site Earthwork)	0	CY		\$	-	31 22 00 Site Preparation and Grading
50.03	Embankment (Traction Power Site Earthwork)	12	CY		\$	-	31 22 00 Site Preparation and Grading
50.03	Traction Power Site Asphalt Pavement	231	SY		\$	-	32 12 16-10 Asphalt Concrete Pavement
50.03	TPSS Delivery Coordination	1	LS		\$	-	01 31 27 Contract Interfaces
50.03	TPSS Installation - Owner will supply TPSS in pre-fabricated structure	1	LS		\$	-	01 31 27 Contract Interfaces
50.03	TPSS Testing	1	LS		\$	-	01 31 27 Contract Interfaces
Sub-Total (50.03)					\$	-	
50 SYSTEMS - TPSS DUCTBANK							
50.03	Traction Power Ductbank	1	LS		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (40.5"H x 18"V) (SECTION 10C)	20	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (40.5"H x 9"V)(SECTION 5A)	70	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (18"H x 18"V) (SECTION 4A)	110	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (18"H x 10.5"V) (SECTION 2A)	175	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (14"H x 9"V) (SECTION 2B)	145	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (10.5"H x 18"V) (SECTION 2C)	25	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (12.6"H x 22.3"V) (SECTION 2D)	25	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (18"H x 25.5"V) (SECTION 3A)	20	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (18"H x 18"V) (SECTION 4C)	25	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
50.03	Traction Power Ductbank Complete (18"H x 40.5"V) (SECTION 10A)	10	LF		\$	-	26 05 43 Underground Ductbanks and Raceways
Sub-Total (50.03)					\$	-	
50 SYSTEMS - TRACTION POWER DISTRIBUTION							
50.04	4" XW RTRC Conduit	128	LF		\$	-	26 05 33.13 Raceways
50.04	System Wide Electrical	1	LS		\$	-	26 05 00.13 System Wide Electrical
50.04	Low Voltage Electrical Power Conductors and Cables	1	LS		\$	-	26 05 19.13 Low Voltage Electrical Power Conductors & Cables
50.04	Electrical Grounding	1	LS		\$	-	26 05 26.13 Electrical Grounding
50.04	Raceways and Equipment Supports	1	LS		\$	-	26 05 29.13 Raceways and Equipment Support
50.04	Raceways	1	LS		\$	-	26 05 33.13 Raceways
50.04	Underground Ductbanks and Raceways	1	LS		\$	-	26 05 43 Underground Ductbanks and Raceways
50.04	Electrical Manholes and Handholes	5	EA		\$	-	26 05 44 Manholes and Handholes for System
50.04	Electrical Testing	1	LS		\$	-	26 08 10 Electrical Testing for System
50.04	Track Slab Electrical Continuity	1	LS		\$	-	26 42 10 Track Slab Electrical Continuity
50.04	Track Slab Electrical Isolation	1	LS		\$	-	26 42 10 Track Slab Electrical Continuity
50.04	OCS Pole	84	EA		\$	-	34 23 37 OCS Tublar Steel Poles
50.04	OCS - Base Design	1	LS		\$	-	Multiple Specs
50.04	OCS Spare Parts	1	LS		\$	-	34 23 66 OCS Spare Parts
50.04	OCS Special Tools	1	LS		\$	-	34 23 37 OCS Tublar Steel Poles
50.04	OCS Pole Foundation and Down Guy Foundation	60	EA		\$	-	34 23 71 OCS Pole Foundations
50.04	OCS Pole Support at Bridge Pier	28	EA		\$	-	34 23 71 OCS Pole Foundations
Sub-Total (50.04)					\$	-	
50 SYSTEMS - COMMUNICATIONS							
50.05	Communication Spare Parts	1	LS		\$	-	27 05 00 Communication Spare Parts

KANSAS CITY STREETCAR RIVERFRONT EXTENSION

Base Bid Package 6 General Construction

KCATA Bid Number F23-5005-39A

BID FORM - REV 0

50.05	Communication Record Documents and Training	1	LS		\$	-	27 05 00 Communication Spare Parts
50.05	SCADA and Control System Functions	1	LS		\$	-	27 05 01 SCADA and Control System Functions
50.05	Conduit Reconditioning - Cleaning	SET PRICE	500	LF		\$	- 27 05 05 Conduit Reconditioning
50.05	Conduit Reconditioning - Repair	SET PRICE	500	LF		\$	- 27 05 05 Conduit Reconditioning
50.05	Conduit Reconditioning - Replacement	SET PRICE	500	LF		\$	- 27 05 05 Conduit Reconditioning
50.05	Communication Surge Protection	10	EA		\$	-	27 05 26 Communications Surge Protection
50.05	Communications System Acceptance Test	1	LS		\$	-	27 08 00 Communications System Integration Acceptance
50.05	Communications Cabinet and Enclosure	6	EA		\$	-	27 11 16 Communications Cabinets and Enclosures
50.05	Fiber Optic Patch Panel	10	EA		\$	-	27 11 19 Fiber Optic Patch Panel
50.05	Communication Power Supply	10	EA		\$	-	27 11 26 Communications Power Supplies
50.05	Cable Splice (up to 12-strands)	12	EA		\$	-	27 12 23.13 Fiber Optic Cabling Splicing and Terminations
50.05	Category 6 Cable	SET PRICE	200	LF		\$	- 27 15 13 Category 6 Cable
50.05	96-Strand SMFO Cable	7,672	LF		\$	-	27 15 23 Fiber Optic Cable
50.05	12-Strand SMFO Cable	3,485	LF		\$	-	27 15 23 Fiber Optic Cable
50.05	Network Switches	10	EA		\$	-	27 21 29 Network Switches
50.05	Adjust Vault to Grade	SET PRICE	1	EA		\$	- 33 0513.13 Adjustment of Incidental Structures
Sub-Total (50.05)					\$	-	
Construction Total					\$	-	
Add Alt 1 - Traffic Control for One Lane Open							
40.08	Maintenance of Traffic for One Lane Open	1	LS		\$	-	01 55 26.13 Maintenance of Traffic
40.08	Temporary Signal System(s)	1	LS		\$	-	01 55 26.13 Maintenance of Traffic
Sub-Total (Add Alt)					\$	-	

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01 NOTICE OF REQUEST FOR PROPOSALS

01.01 Project Description

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting that qualified contractors to provide proposals for ***Pkg 6 – KC Streetcar Riverfront Extension Construction***. **The awarded contractor shall provide all equipment, tools, supplies, prevailing wage labor, supervision, insurance, warranties, and bonds to perform this work from inception to final acceptance by KCATA.**

For this scope of work, “Supplier” shall have the meaning of the entity fabricating and supplying the material scoped in these Books, 1, 2, and 3. Unless noted otherwise, the term “Contractor” shall be interchangeable with Supplier in these documents. Where an apparent conflict is noted, “Construction Contractor” shall be used to differentiate the Supplier from the entity installing the fabricated material (Construction Contractor).

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

The awarded Contractor will: Construct the Kansas City Streetcar Riverfront Extension in accordance with the contract documents. The general scope of work is to extend the streetcar approximately 0.7 miles from near the River Market to the riverfront. The work includes bridge deck modifications; OCS pole and wire installation; TPSS installation; special track work construction; maintenance of traffic; lighting, signing, and striping; traffic signal upgrade and/or installation; public involvement; landscaping; and other general civil engineering construction items.

The successful Contractor shall furnish all necessary insurance, labor, materials, equipment, supplies, tools, applicable bonds, permits and supervision to accomplish the work called for in the contract in accordance with the plans and documents herein. The project shall be accomplished under a stipulated lump sum. Required work is not necessarily limited to the proposal items listed in the proposal form. It is the intent of the drawings and specifications that the resulting improvements be fully completed and functional ready for operation. The cost of work not specifically identified by a proposal item in the proposal form shall be included as subsidiary to other proposal items.

The U.S. Department of Labor has established minimum wages to be paid on this project. A copy of the U.S. Department of Labor Federal (General) decision is attached (see Book 2) for reference as well as a copy of the Annual Wage Order for Jackson County, Missouri. In the event that there is a discrepancy with regard to rates contained in State of Missouri and U.S. Department of Labor wage rates, the higher of the two rates shall prevail. Awarded Contractor shall provide certified payrolls to KCATA with payment applications and/or invoices for review and approval prior to processing of payments.

The work for this project shall conform to all applicable codes, standards, regulation, and requirements enforced by all authorities having jurisdiction, including but not limited to: International Building Code,

International Mechanical Code, Uniform Fire Code, and National Electrical Code. The Contractor is responsible for notifying the Engineer, by way of KCATA, of all knowledge of possible conflicts or discrepancies between requirements of these construction documents and applicable codes, standards, regulations, etc.

This is a competitive, negotiated procurement. **For this procurement, all evaluation factors other than cost/price, when combined are significantly more important than cost/price.**

This solicitation is funded in part by Federal Transit Administration (FTA) grants. It is the policy of KCATA to ensure that Disadvantage Business Enterprises (DBEs), as identified in 49 CFR Part 26, have an equal opportunity to receive and participate in Department of Transportation (DOT)-assisted contracts. **The Authority has set a goal of 28.0% DBE participation** by certified Disadvantaged Business Enterprise (DBE) firm(s) for this project. Certified DBE firms are encouraged to submit bids as Primes or Subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro or KCATA, or through the Kansas Department of Transportation's (KDOT) DBE Program. A list of certified firms may be found at www.modot.gov/mrcc-directory. A directory of KDOT certified firms may be found at <https://kdotapp.ksdot.org/dbcontractorlist/>. MBE and WBE certifications from other agencies will not be counted toward DBE participation. For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Civil Rights Program Manager, at (816) 346-0277 or wmorgan@kcata.org.

Proposers shall be aware that for the duration of the work and/or during the term of the contract on site interviews may be conducted by various agencies and/or firms to ensure full compliance with applicable wage rates, Buy America requirements, commercially useful functions as applicable to DBE work and all contractual requirements of the project. Subcontract documents shall be readily available to KCATA personnel upon request for verification of flow-down of FTA required terms and conditions during the duration of the contract.

The Kansas City Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in the proposal price. The KCATA will provide the successful Proposer with a Sales Tax Exemption Certificate and a copy of KCATA's letter of Exemption from Missouri Sales and Use Tax.

All documents related to this RFP may be found on KCATA's secure FTP site provided in O.jycrb 01.06. Plans and specifications will also be available through KC Blueprint.

01.02 Proposal Schedule

- | | | |
|-----|-------------------------|---|
| (1) | Proposal Issued | 3/15/2023 |
| (2) | Pre-Proposal Conference | 3/23/2023 from 1:00 PM – 3:00 PM Local Time; In Person at Port KC 110 Berkley Plaza, Kansas City MO 64120 |

This pre-proposal conference is not mandatory but will include a project site tour and opportunity for prime contractor and subcontractor networking.

- | | | |
|-----|------------------------|------------------------------|
| (3) | Deadline for Questions | 3/31/2023 2:00 PM Local Time |
|-----|------------------------|------------------------------|

Questions are to be submitted by email to Denise Adams. Please include Project # F23-5005-39A in the subject line.

(4)	KCATA responds to Questions	Within two days after Question Deadline
(5)	Proposal Closing	4/14/2023 2:00 PM Local Time
(6)	Potential Interview Dates	4/27 & 4/28
(7)	Negotiations of Best Value and BAFO	5/2 – 5/4
(8)	Issue Construction Contract	5/24
(9)	NTP to Contractor	6/1

01.03 Project Requirements Summary

It is anticipated that one contract will be awarded for this work. The proposal response forms are provided for use. No changes or qualifications are to be made to the proposal form.

(1)	DBE Participation Goal:	28.0%	
(2)	Retainage Held	5%	of Contract Amount
(3)	Min. Prime Contractor Participation	20%	of Contract Amount
(4)	Min. DBE Prime Contractor Participation	30%	of Contract Amount
(5)	Proposal Bond	5%	of Total Proposal Amount
(6)	Payment Bond	100%	of Contract Amount
(7)	Performance Bond	100%	of Contract Amount
(8)	Maintenance Bond	100%	of Contract Amount (2 Year)

01.04 Contract Completion

Notice to Proceed (NTP) will be issued by KCATA's Procurement Dept. and authorize the contractor to initiate the project, prepare shop drawings and order equipment and materials.

The total contract duration will be provided in an addendum.

01.05 Liquidated Damages

For the contract awarded, liquidated damages, not a penalty, shall be assessed at \$2,050 per calendar day for each day that the work is not substantially complete beyond the completion date listed above in Section 01.04 on page 6.

01.06 Solicitation Documents

Project Documents may be found on KCATA's secure FTP site:

Project Name	Pkg 6 – KC Streetcar Riverfront Extension Construction
Project Number	# F23-5005-39A
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/scrc/SitePages/Home.aspx
Proposer Email	Proposer Email Bid_F23-5005-39A@kcata.org

Proposer Password **6GJ9zt%@@%** (Six - GOLF - JULIET - Nine - zulu - tango - Percentage - At - Percentage - sierra)

NOTE: *This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, you must type in the email address that is provided above (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. The complete password is comprised of the highlighted portion above.*

Proposals received after the time specified shall not be considered for award. Proposals received via facsimile (fax), or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This RFP does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

The KCATA reserves the right to accept or reject any or all proposals received, to interview or negotiate with any qualified individual or firm, to modify this request, or cancel in part or in its entirety the RFP if it is the best interest of the KCATA.

01.07 Restricted Communications.

No person or entity submitting a proposal in response to this Request for Proposals nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of KCATA’s Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of Contractor and subsequent contract award. Any such contact would be grounds for disqualification of the Proposer.

Kristen Emmendorfer
Director of Procurement

02 BASIS FOR CONTRACT AWARD

This is a “Best Value,” competitive, negotiated source selection. Award of contract, if made, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to KCATA, price/cost and other factors considered. **For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.**

KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Project. However, KCATA will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.

Proposers are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, cost/price becomes more important and may be the deciding factor.

02.01 Technical Proposal Evaluation Criteria

Proposals will be evaluated by the Evaluation Committee based on the following criteria (See descriptions beginning in Section 04.04 beginning on page 14). These factors are shown in the order of importance for consideration:

- (1) Cost/Price
- (2) Project Approach
 - (a) Project Understanding and Traffic Control
 - (b) Public Involvement and Communications
- (3) Team Makeup
 - (a) Prior Experience
 - (b) Project Staffing
- (4) Schedule and Project Controls
- (5) Project Safety & Health

It is the sole responsibility of each Proposer to address each of the selection criteria and provide with the Proposal any other information which would be relevant to the evaluation criteria.

The requirements for Technical Proposal format and content begin in Section 04 Volume 1: Technical Proposal Format on page 13.

02.02 Presentations/Interviews/Written Responses

After the submission of bids, selected Proposers with the highest evaluation score(s) may be invited to

interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require Proposer(s) to submit written responses to questions regarding its bid.

If KCATA determines to interview, the interviews will be held as noted in Section 01.02 - Proposal Schedule on page 5. The Proposers will be individually notified as to their timeslot and the location after receipt of bids. The interview format will be around an hour in length with 35-45 minutes of formal presentation with the remaining time as questions and answers.

Final format will be indicated to the Proposer when informed of the timeslot and location.

02.03 Negotiations and Best and Final Offer

Additional contract negotiations may be required with the highest ranked Proposers prior to final contract award. KCATA may solicit a Best and Final Offer (BAFO) from one or more Proposer. KCATA may or may not contact all Proposers to negotiate and/or to submit a BAFO.

After receipt of the results of the evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend for award to the responsive and responsible Proposer(s) judged to provide the best value to the Project.

02.04 Financial Condition of the Firm

Financial data will be held in confidence and will not become part of the awarded contract file. In this section the Proposer shall submit information demonstrating that the firm is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer shall permit KCATA to inspect and examine its financial statements. The Proposer shall submit recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements should be included with the Cost Proposal submittal and consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.

02.05 Subcontractor Utilization Plan

Subcontractors must be approved by KCATA prior to contract award. For each anticipated subcontract, provide:

- Subcontractor's name, address, and telephone number including the name, title and telephone number of the contact person
- DBE category, if applicable
- Type(s) of goods or services to be provided
- Estimated value of subcontract
- The following signed and dated certification statement: "I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is

granted to my firm, and I will make all documentation available to KCATA upon request.” shall be included in the proposal.

02.06 Proposal Submission Requirements – Cost Proposal

The costs included in the cost proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

02.07 Closed Records

All Technical Approach Submittals and documents, and meetings related thereto, shall be considered to be "closed records" and "closed meetings," respectively, as defined in Chapter 610, RSMo (the "Missouri Sunshine Law") and therefore protected from disclosure until the Public Proposal Opening Date.

02.08 Contract Award

KCATA anticipates award of lump sum contracts using AIA document A-101 Standard Form of Agreement between Owner and Contractor AIA Contract 2017 Edition and AIA Contract Document A201, 2017 General Conditions (modified to include Federal Transit Administration and KCATA contract conditions). All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners, if the total award value is or exceeds \$250,000. Board of Commissioners meet monthly to approve and recommend award of contracts. This may affect schedule and NTP date.

Proof of insurance required in this project and a performance bond in the amount of one hundred percent (100%) of the full expected cost of the contract and payment bond shall be required within ten (10) days from Notice of Intent to Award and prior to final award of a contract. Bonds, for the life of the contract, shall be maintained to reflect additional values incorporated by approved Change Orders.

The selected Proposer shall only perform work on the Contract after the effective date is affixed and the fully executed contract sent to the selected proposer. KCATA shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the effective date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and KCATA shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before that date. No KCATA employee or Board member has the authority to verbally direct the commencement of any work under the contract.

02.09 Invoicing/Payment Requirements

Proposer understands that pay applications submitted for this project work shall identify subcontractors, if applicable, the amount of payment to the subcontractor for each pay application period as well as cumulative total paid to the subcontractor for the term of the contract. If subcontractor is certified as Disadvantaged Business Enterprise (DBE) this shall be identified on the Subcontractor Utilization Form submitted with each monthly payment application. The Bidder also understands that FTA SCC coding of

invoices will be required for this project.

02.10 Completion and Liquidated Damages

- (1) Work shall be completed within the time stated in the bid documents and agreement from the date of the Notice to Proceed. Liquidated damages specified above will be assessed per calendar day from the scheduled completion date for delay until the Work is substantially complete to the satisfaction of KCATA's Project Manager.
- (2) The Date of Substantial Completion of the Work is the date certified by written Notice that the work is complete, except for a minimal list of deficiencies.
- (3) Occupancy or utilization of Completed Work, or a portion of completed work, by the KCATA, does not constitute Substantial Completion or Final Acceptance.
- (4) Contractor has no right to damages for any causes of delay by the KCATA. Scheduling of the Work must be mutually agreed upon by the KCATA and the Contractor before Work can commence. The KCATA's operational requirements are paramount and shall take precedence. A request for an adjustment of time shall be forwarded in writing to KCATA's Project Manager as soon as the Contractor is aware of circumstances beyond the Contractor's control. Requests shall include a statement of cause and expected time delay. The Project Manager may, from time to time, award extensions to the contract time justified by delay caused by either the Contractor or the KCATA, provided that adequate evidence is presented to enable the Project Manager to determine with exactness the extent and duration of delay for each item involved. Time may only be adjusted by Change Order.
- (5) The Contractor in their submittal of Bid Response Form(s) is undertaking to complete the Work within the stated and agreed contract time, has taken into consideration, and made allowances for all of the ordinary delays and hindrances incident to such Work, whether because of delays in procuring equipment, materials, workers, or other causes.
- (6) KCATA will suffer financial loss if the Work is not Substantially Complete on the date set forth in the contract documents. The Contractor and/or the Contractor's Surety shall be liable for and shall pay the KCATA the sums previously identified for each day of delay until the Work is Substantially Complete. The KCATA is authorized to withhold from monies due the Contractor the sum as indicated above that has been assessed as liquidated damages.

03 PROPOSAL SUBMISSION

03.01 Introduction

The intent of this RFP is to encourage submittals that clearly communicate the Proposers' qualifications for the Project. Proposals should provide information in a concise, and well written, well-organized manner containing only information relevant to this Project. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified consultant team. Firms are encouraged to submit only proposal material that is relative to the consultant services and scope cited. Including extra marketing materials and publications is discouraged.

03.02 Proposal Copies

The proposal package consists of three (3) packages:

- (1) Volume 1: Technical Proposal.
- (2) Volume 2: Cost/Price Proposal
- (3) Volume 3: Contractual Documents

No Cost/Price Proposal information is to be included within Volumes 1 and 3 (with exception to the pricing in Section 11 ATTACHMENT D LETTER OF INTENT TO SUBCONTRACT TO DBE on page 53). Volumes 1 and 3 are not shared with the evaluation team.

Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.

Name each volume: "# F23-5005-39A – Company Name – Volume #".

Proposals must be received with all required submittals as stated in the RFP by the specified date and time. Proposals are subject to all terms, conditions and provisions as contained in the Project Manual. Proposers will submit proposals using a secure FTP site.

See Section 01.06 on page 6 for specific instructions on proposal submittal/uploading to the secure FTP site.

04 VOLUME 1: TECHNICAL PROPOSAL FORMAT

This Section 04 Volume 1: Technical Proposal Format, Section 05 - Volume 2 - Cost/Price Proposal and Bid Forms on page 17, and Section 06 Volume 3: Contractual on page 24 shall be submitted to KCATA as indicated in these three sections.

For the Volume 1, all Technical Approach Submittals shall be organized, and their parts labeled with sections or tabs as shown below:

- (1) Title Page
- (2) Project Approach
 - (a) Project Understanding and Traffic Control
 - (b) Public Involvement and Communications
- (3) Team Makeup
 - (a) Prior Experience
 - (b) Project Staffing
- (4) Project Controls Plan and Schedule
- (5) Project Safety & Health
- (6) Referenced Items – Items in this tab shall reference either the separate submittal or location of:
 - (a) Financial Condition of Firm/Team
 - (b) Subcontractor Utilization Plan
- (7) Exceptions and Omissions
- (8) Disclosure of Investigations/Actions

Each Proposer's Technical Approach Submittal shall be limited to forty (40) pages, in no smaller than 11-point font for the substantive text on 8-1/2" x 11" and 11" x 17" paper, spaced at 1.15 times, using one side of each page, and page numbered accordingly. A maximum of ten (10) 11" x 17" sheets are allowed and are to be folded into submittal. The Proposer shall use its discretion for the font size of other materials (e.g. graphics, charts).

The following are excluded from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional lists of references
- Résumé/background information (please restrict to a maximum of three (3) pages per individual)
- Required forms such as certifications, financial data

- Vendor Registration Form
- Affirmative Action information

Appendices that include information other than the list above will count toward the page number limit.

04.02 Technical Proposal Content

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

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

04.03 Title Page

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

04.03.01 Table of Contents

Clearly identify the materials by section and page number.

04.03.02 Letter of Transmittal

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

- (1) Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor
- (2) Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable
- (3) Acknowledgement of receipt of RFP addenda, if any
- (4) Name, title, address, telephone number and email address of the contact person for this project
- (5) Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified

04.04 Project Approach

04.04.01 Project Understanding and Traffic Control

- (1) Discuss the major construction activities and tasks involved in constructing the Project that illustrate clearly and concisely, the Proposer's understanding of the technical

elements that must be addressed for successful completion of the Project.

- (2) Discuss Proposer's understanding of traffic control measures required for the Project. Discuss any other major traffic control issues that need to be addressed and Proposer's proposed solutions.
- (3) As a potential Add Alternate, discuss how the Proposer would propose to phase the work to keep at least one lane open during construction and discuss what the open lane would provide: access for civilian vehicles, pedestrians and cyclists, or transit vehicles or a combination thereof.

04.04.02 Public Involvement and Communications

- (1) Describe the Proposer's proposal to (a) prepare for and attend neighborhood and business meetings and (b) to provide and coordinate an appropriate level of electronic and social media communication (in addition to flyers and mailings) and (c) how to request, receive, and process public comments.
- (2) Discuss the process that will be followed to provide public involvement representation on site on a regular basis.

04.05 Team Makeup

04.05.01 Prior Experience

- (1) List the three (3) most relevant in-street running rail projects and/or comparable projects the team members have completed through construction.
- (2) List the three (3) most relevant bridge deck overlays and/or bridge reconstruction projects the team members have completed through construction.
- (3) List the three (3) most relevant Overhead Contact Systems (OCS) for rail power and/or comparable projects the team members have completed through construction.

04.05.02 Project Staffing

- (1) Provide an organizational chart that shows key personnel and previous project work experience of a similar nature.
 - (a) Senior Project Manager
 - (b) Project Engineers
 - (c) Project Controls Manager
 - (d) On-Site General Superintendent
 - (e) QA/QC Manager
 - (f) Safety Officer/Manager
 - (g) DBE Compliance Officer

04.06 Project Controls Plan and Schedule

- Describe the Proposer's use of CPM project management and scheduling software proposed for this project.
- Summarize the Proposer's Document & Drawing Control Plan and filing system for the

Project.

- Summarize the Proposer’s Quality Control Plan for the Project.

04.07 Project Safety & Health

- Describe the Proposer’s safety record and environmental compliance record along with the Proposer’s accident rates on recent comparable size projects.
- State the Proposer’s current Experience Modification Rating (EMR).

04.08 Exceptions/Omissions.

- The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

04.09 Disclosure of Investigations/Actions.

- Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, status, and, if applicable, the disposition.

05 VOLUME 2 - COST/PRICE PROPOSAL AND BID FORMS

05.01 Cost/Price Proposal Submittal.

Cost Proposals shall be submitted on the Bid Response Form provided after the cover sheet of Book 1; proposals submitted in any other form will be considered non-responsive and will be rejected. Do not change, add to, or delete from the wording on the Bid Response Form. Unauthorized conditions, limitations, or provisions attached to the Bid Response Form may cause the proposal to be considered non-responsive and, therefore rejected.

Bid Response Forms shall be filled out by typewriter, electronically or manually in black or blue ink.

Alterations by erasure or inter-lineation shall be initialed.

Prior to submitting a proposal, each Offeror shall ascertain that they have received all Addenda issued and shall acknowledge their receipt in the space provided in the Bid Form. Any interpretation, change, or correction to the documents will be made by Addenda which will be issued to all Proposers of record and all locations where bid documents are filed. Only written addenda will be binding. Proposers shall not rely on any interpretation, change, or correction given by any other method. Oral statements made at the pre-bid conference or bid opening are non-binding and for clarification only.

Each proposal shall be executed and signed by an authorized official and in the true name of the Proposer. If the proposal is made by an individual doing business under a fictitious name, the proposal shall so state. If the proposal is made by a partnership, the full names, and addresses of all members of the partnership shall be given and the proposal shall be signed by one principal member. If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the proposal is made by a joint venture, the full names, and addresses of all members of the joint venture shall be given, and the proposal shall be signed by one member authorized thereof.

Proposals received after the date and time designated for receipt of proposals will not be accepted. and will be returned to the Proposer unopened.

The proposal price shall include all items of labor, materials, tools, equipment, transportation, and other costs necessary to fully complete the construction, delivery, assembly, installation, and drawings, if required, of the materials or services pursuant to these conditions.

Conditional proposals and any proposal taking exception to these instructions or conditions, to the contract conditions or specifications, or to other contract requirements may be considered non-responsive and may be rejected.

The documents specified to accompany the proposal are enumerated on the Checklist Form and shall be included with the bid form. The Proposer shall read all forms carefully before signing. Incomplete bids may be considered non-responsive.

Each proposal is to be submitted with the understanding that the acceptance in writing by KCATA of the proposal to furnish the materials and services or any part thereof described therein shall constitute a

contract between the Proposer and KCATA which shall bind the Proposer to furnish and deliver at the given price and in accordance with the terms and conditions of said proposal and these conditions.

Kansas City Area Transportation Authority reserves the right to accept ADD Alternates for this proposal only if the budget allows for acceptance. There is no guarantee to Proposers that the alternates will be accepted or become a part of the contract.

Alternates, if applicable, will be accepted at the discretion of KCATA's budget and Proposer will be notified of acceptance with intent to award letter. Alternates pricing shall remain for a period of ninety (90) days beyond proposal due date.

05.02 Proposal Security

05.02.01 Proposal Bid Bond

A proposal (bid) bond in the amount of five percent (5%) of the total Cost/Price is required. Said bond shall be submitted with the Cost Proposal in Volume 3. The bond is required to assure that the Proposer will, upon acceptance of its proposal, meet the requirements of the RFP. A Proposer may submit a certified check or cashier's check in lieu of a bond.

A photocopy of the executed bond is acceptable for this electronic submittal. The original bond document must be submitted to KCATA within two (2) business days after the Proposer Closing deadline delivered via USPS mail or a courier. The envelope is to be addressed to Denise Adams, Procurement Manager. Failure to submit a bond, certified check or cashier's check as directed within the stated deadlines will result in the proposal being considered non-responsive.

Bonds/checks will be returned to Proposers, upon request, after execution of contractual documents and submittal of the required contract bonds by the successful Proposer.

Proposers requiring technical assistance on bonding may call the Kansas City Regional Small Business Administration's Minority Business Opportunity Center (MBOC) at (816) 513-6817, or the local Small Business Administration or MBOC in your city or state.

The KCATA will have the right to retain the Proposal Security of any or all Proposers until one of the following has occurred:

- (1) The contract has been executed and required contract bonds are furnished.
- (2) The specified time has elapsed so that bids may be withdrawn.
- (3) All bids have been rejected by KCATA.

If any Proposer refuses to enter the contract or fails to furnish the required contract bonds, his proposal security may be forfeited to the KCATA as liquidated damages, but not as penalty.

05.02.02 Costs in Proposal

The costs included in the cost proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in

this RFP.

05.02.03 Bid Response Form

A Bid Response form/itemized bid sheet has been provided for the project to be priced. Do not deviate from the use of these forms. The forms must be signed and dated by an authorized agent or officer for the Offeror, attesting that:

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

Detailed and summary cost proposal forms are included in the packet. Do not include Cost Proposals with any other Volume submitted as part of this RFP.

05.02.04 Proposal Security

A Proposal Guarantee is indicated in Section 01.03 on page 6 shall be provided in accordance with the Instructions to Proposers. For this project, the payment bond shall be provided as shown in Section 01.03 on page 6.

05.02.05 Equal Employment Opportunity

- (1) Contractors shall comply with all federal, state and city Equal Employment Opportunity laws and regulations and with KCATA's Affirmative Action Requirements (AA).
- (2) It is the policy of the Kansas City Area Transportation Authority to ensure that Disadvantaged Business Enterprises (DBE's) are afforded full opportunity to submit Bids, and to receive and participate in KCATA contracts. In the execution of its projects, the KCATA will not discriminate against any individual or organization based on race, color, national origin, religion, age, disability, or sex.
- (3) Prospective Proposers, Sub-Proposers, and major on-site material suppliers will be required to submit certain forms relative to DBE participation, affirmative action and other forms as indicated in the appendix.
- (4) Blank AA and DBE forms and assistance in completing the forms may be obtained from Whitney Morgan at KCATA. His office is located at 1350 E. 17th Street, Kansas City, Missouri, 64108, or you may call Mr. Morgan at 816-346-0277.

05.02.06 DBE Participation Goal

The KCATA may have established a specific goal for participation by DBE firms on this project. If established, the goal for this project is listed in Section 01.03(1) on page 6 and is 28.0%. Proposers must submit a "Schedule of Participation by Contractors/Subcontractors" form and the "Letter of Intent to Subcontract" for each DBE firm listed in the Schedule at time of proposal submission. Certifications for each

subcontractor reflecting compliance with Debarment, Employment Verification, Employment Verification Memo of Understanding and Lobbying must be submitted per request of KCATA following proposal submission. **Prime/General Contractors are required to submit all required certifications and documents for their company at the time of their proposal submission.** See Section 06.02 - Forms Due with Proposal Submission on page 24. Failure to provide this information for DBE subcontractors by the established deadline may result in the proposal being deemed non-responsive.

- (1) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A goal for DBE participation has been set at 28.0% for this project.
- (2) The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate, which may include but is not limited to: 1) withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Contractor from future proposal due to being non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- (3) The Contractor may not substitute, remove, or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
 - (a) Good Cause. Good cause includes the following circumstances:
 - (b) The listed DBE subcontractor fails or refuses to execute a written contract; or
 - (c) The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - (d) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - (e) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - (f) The listed DBE subcontractor is ineligible to work on public works projects because

-
- of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - (g) The DBE subcontractor is not a responsible contractor; or
 - (h) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal.
 - (i) The listed DBE is ineligible to receive DBE credit for the type of work required.
 - (j) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
 - (k) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA's Whitney Morgan at wmorgan@kcata.org of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

05.02.07 Statement of Financial Assistance

This contract is subject to a financial assistance contract between the KCATA and the U. S. Department of Transportation Federal Transit Administration (FTA).

05.02.08 Ineligible Proposers

All Proposers are required to certify they are not on the Comptroller General's list of ineligible contractors.

05.02.09 Completion and Liquidated Damages

- (1) Work shall be completed within the time stated in the proposal documents and agreement from the date of the Notice to Proceed. Liquidated damages specified above will be assessed per calendar day from the scheduled completion date for delay until the Work is substantially complete to the satisfaction of KCATA's Project Manager.
- (2) The Date of Substantial Completion of the Work is the date certified by written Notice that the work is complete, except for a minimal list of deficiencies.
- (3) Occupancy or utilization of Completed Work, or a portion of completed work, by the KCATA, does not constitute Substantial Completion or Final Acceptance.
- (4) Contractor has no right to damages for any causes of delay by the KCATA. Scheduling of the Work must be mutually agreed upon by the KCATA and the Contractor before Work can commence. The KCATA's operational requirements are paramount and shall take precedence. A request for an adjustment of time shall be forwarded in writing to KCATA's Project Manager as soon as the Contractor is aware of circumstances beyond

the Contractor's control. Requests shall include a statement of cause and expected time delay. The Project Manager may from time to time award extensions to the contract time justified by delay caused by either the Contractor or the KCATA, provided that adequate evidence is presented to enable the Project Manager to determine with exactness the extent and duration of delay for each item involved. Time may only be adjusted by Change Order.

- (5) The Contractor in their submittal of Proposal Response Form(s) is undertaking to complete the Work within the stated and agreed contract time, has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether because of delays in procuring equipment, materials, workers or other causes.
- (6) KCATA will suffer financial loss if the Work is not Substantially Complete on the date set forth in the contract documents. The Contractor and/or the Contractor's Surety shall be liable for and shall pay the KCATA the sums previously identified for each day of delay until the Work is Substantially Complete. The KCATA is authorized to withhold from monies due the Contractor the sum as indicated above that has been assessed as liquidated damages.

05.02.10 Pre-Proposal Conference

For a pre-proposal conference, please see the information below:

- 3/23/2023 from 1:00 PM – 3:00 PM Local Time; In Person at Port KC 110 Berkley Plaza, Kansas City MO 64120

05.02.11 Pre- Award Communications

For information and questions related to this proposal Invitation, contact the Procurement Department personnel indicated below. Questions, requests for clarification and comments regarding this Invitation must be submitted in writing and are due from Proposers at the date and time identified above. If required, KCATA will respond in the form of an Addendum.

Denise Adams
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108
Buyer Phone: 816-346-0224
e-mail : dadams@kcata.org

05.02.12 Potential Proposers

A list of Contractors who have expressed an interest in submitting proposals on KCATA projects is available upon request. Since the project is open to all Proposers complying with the proposal requirements, other Contractors not on this list may also be submitting proposals. Potential Proposers list, or plan holders list, may be obtained by submitting a formal question to Denise Adams at dadams@kcata.org.

05.02.13 Contract Documents

See AIA A101 for a list of Contract Documents

05.02.14 Wage Rates

The U.S. Department of Labor has established minimum wages to be paid on this project. A copy of the U.S. Department of Labor Federal (General) decision is attached (see Book 2) for reference as well as a copy of the Annual Wage Order for Jackson County, Missouri. In the event that there is a discrepancy with regard to rates contained in State of Missouri and U.S. Department of Labor wage rates, the higher of the two rates shall prevail.

06 VOLUME 3: CONTRACTUAL FORMS**06.01 Proposer Status and Affirmative Action.**

- All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Vendors that have previously registered with KCATA must now also complete the online process with updated information. Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
- To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
- Prime Contractor must complete the online Vendor Registration Questionnaire. Subcontractors are encouraged to register to be included in notices of future solicitations.
- Current IRS Form W9.
- Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
- For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's DBE Programs Manager, at (816) 346-0366 or via email at mgay@kcata.org.

06.02 Forms Due with Proposal Submission

The following forms are required and must be provided as part of Volume 3 (Contractual). If required, Section 07 - Proposal Requirements on page 31 provides greater information regarding the forms.

Forms also required by Subcontractors are indicated below.

06.02.01 Affidavit of Civil Rights Compliance,

- EEO-1/ KCATA Workforce Analysis/EEO 1 Report. EEO required for each PRIME CONTRACTOR. See ATTACHMENT B AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE in Section 09 on Page 49

06.02.02 Letter of Intent to Subcontract

- The Proposer/Offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform, including the corresponding NAICS code; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Proposer/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) each Letter of Intent must

be signed and dated by the subcontractor; and (6) if the contract goal is not met, the contractor must present evidence of good faith efforts. Please note, the subcontractor(s) and dollar amounts listed on the final proposal submission cannot be altered. KCATA will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. KCATA will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, KCATA will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation. Please see the attachment for more information on "Good Faith Efforts."

- See ATTACHMENT C SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS in Section 10 on Page 51

06.02.03 Schedule of Participation (S.O.P) by Contractor/Subcontractor

- Include ALL SUBS/Lower Tier Participants to be used on project. No alterations to this document allowed when submitting 48-hour S.O.P. KCATA will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation. See ATTACHMENT D LETTER OF INTENT TO SUBCONTRACT TO DBE in Section 11 on Page 53

06.02.04 DBE Certification Verification

- Submit copy of MRCC approval letter for all DBE contractors included in bid. DBE contractors not currently registered should contact the KCATA Grants and Disadvantaged Business Enterprise Specialist at 816-346-0277 and complete registration prior to proposal submittal. Submit one form if Prime is a DBE and one form for each proposed DBE Subs/Lower Tier. See ATTACHMENT E CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER in Section 12 on Page 54

06.02.05 Employee Eligibility Verification/MOU (form provided)

- (1) In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
- (2) The Proposer shall also affirm (Attachment G) 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). This form will need to be updated annually.

- (3) Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security (DHS).
 - (4) The Proposer shall obtain this affidavit from its subcontractors at all tiers.
 - (5) This form is renewable annually.
- For Prime Contractor, see ATTACHMENT F.1 EMPLOYEE ELIGIBILITY AFFIDAVIT OF PRIMARY PARTICIPANTS in Section 13 on Page 57
 - For Lower Tier Participants, see ATTACHMENT F.2 EMPLOYEE ELIGIBILITY AFFIDAVIT OF LOWER-TIER PARTICIPANTS in Section 14 on Page 59

06.02.06 Debarment Certification

- (1) The Proposer must certify that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.”
 - (2) The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
 - (3) The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
- For Prime Contractor, see ATTACHMENT G.1 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS in Section 15 on Page 61
 - For Lower Tier Participants see ATTACHMENT G.2 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION in Section 16 on Page 62

06.02.07 United States Preference

- (1) Buy America Certification (form provided) Buy America

The Contractor agrees to comply with 49 U.S.C. §5323(j), and 49 CFR. Part 661, which provide that federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 5323(j) (2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 70 percent domestic content. The Contractor further agrees to include these requirements in all subcontracts exceeding \$150,000.

The Infrastructure Investment and Jobs Act, Public Law 117-58, amended the Buy America requirements to include construction materials (ref. Office of Management and Budget (OMB) memorandum M-22-11). A list of materials included in this change are listed in the Public Law and the OMB memorandum.

(2) Cargo Preference

In the event that ocean shipment is required for any material or commodity pursuant to this agreement, the Contractor agrees to utilize United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, to the extent such vessels are available at fair and reasonable rates for the United States-Flag commercial vessels. The Contractor further agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to KCATA (through the Prime Contractor in the case of subcontractor bill-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, S.W., Washington, DC, 20590.

The Contractor further agrees to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, materials or commodities by ocean liner and exceeds \$100,000.

(3) Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Service Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation and exceed \$100,000.

- FOR PRIME CONTRACTOR – See form ATTACHMENT H.1 on Page 63

06.02.08 Contractor's Relative Experience/Reference Form

- See ATTACHMENT I REFERENCES in Section 18 on Page 64. Proposer may submit existing company reference sheet with same information in lieu of form – please label reference sheet at Attachment I – References.

06.02.09 Non-Collusion Affidavit

- See ATTACHMENT J NON-COLLUSION AFFIDAVIT in Section 19 on Page 65

06.02.10 Certification Regarding Restrictions on Lobbying

- (1) Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or

State legislature regarding the project(s) included in this contract.

- (2) Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
 - (3) The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.
- For Prime Contractor, see ATTACHMENT L-1 CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING in Section 21 on Page 67
 - For Lower Tier Participants, see ATTACHMENT L-2 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING in Section 22 on Page 68

06.02.11 Certification Regarding Federal Tax Liability and Recent Felony Convictions

- (1) The Contractor certifies to the best of its knowledge and belief that:
 - (a) the Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
 - (b) was not convicted of the felony criminal violation under and Federal law within the preceding twenty-four (24) months; and
 - (c) Has not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.
 - (2) Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
 - (3) The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).
- For Prime Contractor see ATTACHMENT N-1 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS in Section 23 on Page 70

- For Lower Tier Participants, see ATTACHMENT N-2 CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS in Section 24 on Page 71

06.02.12 Financial Condition of the Firm.

Financial data will be held in confidence and will not become part of the awarded contract file. In this section the Proposer shall submit information demonstrating that the firm is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit the firm's most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements should be included with the Cost Proposal submittal and consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. These documents are to be submitted as a separate pdf and labeled appropriately. KCATA recommends that Proposer mark these forms as "Confidential". See Section 02.04 Financial Condition of the Firm on page 9.

06.03 Prior to NTP

After a request by KCATA, the follow shall be submitted by the Intended Awardee.

- Proposed Schedule & Labor
- Certificate of Insurance (to be submitted after Intent to Award Letter is issued to apparent low Proposer per letter instructions)
- Performance Bond and Payment Bond – If Applicable (Submit within the number of days stated in Intent to Award Letter – applicable only to notified apparent low Proposer)

06.04 During the Contract Term

During the term of the contract, the following may be requested or submitted.

- Request for Modification, Replacement or Termination of DBE Participation (Required to be submitted in advance of any project/proposal modification for approval)
- Prime's Contracts with Subcontractors (KCATA reserves the right to request from Prime Contractor for review for duration of project term)
- Maintenance Bond (Submitted prior to final payment to successful Contractor. Effective date of Maintenance Bond shall be left blank and will be established by issue Date of Notice of Substantial Completion)
- Subcontractor Monthly Utilization Report and Certified Payroll Reports (Shall accompany each payment application)
- Compliance with Prevailing Wage Certification (Shall accompany each payment application)
- Prevailing Wage Affidavit – See ATTACHMENT K AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW in Section 20 on Page 66

06.05 Administration Reconsideration 26.53(D)

The Proposer/Offeror must make a written request for administrative reconsideration within five (5) working days of the notification on their proposal being deemed “non-responsive” for a lack of “good faith efforts.” That notice must be mailed or emailed to:

Whitney Morgan - DBELO
KCATA
1350 East 17th Street
Kansas City, MO 64108
Telephone: (816) 346-0277
E-Mail: wmorgan@kcata.org

KCATA’s Administrative Review Committee is comprised of the Deputy CEO, Director of Procurement, and the Chief Financial Officer (CFO). The DBELO will process the request, including providing documentation of the determination, and notify the Administrative Review Committee of the request for reconsideration determination. The reconsideration committee will not have played any role in the original determination that the Proposer/Offeror did not document sufficient good faith efforts. As part of the reconsideration, the Proposer will have the opportunity to provide written documentation or argument to the Administrative Review Committee, concerning the issue of whether they met the goal or made adequate “good faith efforts.” KCATA will notify the Proposer, in writing of the decision on reconsideration, explaining the basis of finding that the Proposer did or did not meet the goal, or make adequate “good faith efforts” to do so. The Proposer may choose to meet in person with the Administrative Review Committee to discuss the findings. The result of the reconsideration process is not administratively appealable to the USDOT.

07 PROPOSAL REQUIREMENTS

07.01 Instructions to Proposers

07.01.01 General

- (1) All proposals shall be made in accordance with the Invitation for Proposal and these proposal requirements. All proposals will be reviewed by the CFO prior to the letting of any contract.
- (2) Proposers shall note the Equal Opportunity and Affirmative Action requirements applicable to this project. Particular attention should be paid to the related documentation, certification forms, questionnaires, etc., which must be completed and submitted.
- (3) Where the words "KCATA" or "Owner" or "Authority" is used in these instructions, reference is made to the Kansas City Area Transportation Authority.
- (4) Where the words "Project Manual" or "Proposal Document" or "Contract Document" are used in the Project Manual, synonymous reference is made to the same instrument including any associated drawings or Addenda issued prior to receipt of proposals.
- (5) The proposal, along with all other accompanying documents or materials submitted by the Proposer, will be deemed to constitute the entire proposal. The Proposer shall promptly furnish any additional information requested relative to its proposal.

07.01.02 Protests

- (1) The following protest procedures apply. "Days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA.
 - (a) Pre-Submittal. A pre-submittal protest is received prior to the proposal due date. Pre-submittal protest must be received by the Authority in writing and addressed to the KCATA CFO, no later than five (5) days before the proposal closing date.
 - (b) Post-Submittal/ Pre-Award. A post-submittal/pre-award protest is a protest making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA CFO, no later than five (5) days after the proposal closing date.
 - (c) Post- Award. A Post-award protest must be received by the Authority in writing and addressed to the KCATA CFO no later than five (5) days from the date of the Notice of Intent to Award.
 - (d) The KCATA CFO shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response, the protester may appeal in writing to the KCATA CEO. This appeal or request for a hearing should be in writing within five (5) days from the date of the CFO's response.
 - (e) The KCATA Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is

warranted. The CEO’s response will be provided within ten (10) days after receipt of the request. The Chief Operations Officer’s response is final and no further action on the protest shall be taken by KCATA.

- (f) By written notice to all parties, the KCATA CFO may extend the time provided for each step of the protest procedure, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- (g) Protesters should be aware of the Federal Transit Administration’s protest procedures with the FTA Regional Office. If federal funding is involved, FTA will review protests from a third party only when: 1) KCATA does not have a written protest procedure or fails to follow its procedure, or fails to review a protest, or 2) violations of specific federal laws or regulations have occurred.
- (h) An appeal to FTA must be received by FTA’s regional office within five (5) working days of the date the protester learned or should have learned KCATA’s decision. Protests shall be addressed to the Regional Administrator, FTA Regional 7, 901 Locust, Room 404, Kansas City, MO 64106.

07.01.03 DBE Participation

KCATA has a goal that a percentage of the Work in this contract be contracted to Disadvantaged Business Enterprises (DBE). The DBE goal for this project is 28.0%. Proposers must comply in full with 49 CFR Part 26 “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Proposers should contact Whitney Morgan at 816-346-0277 if they have questions or need assistance regarding DBE participation. He may be emailed at wmorgan@kcata.org.

Contractor Utilization Plan/Request for Waiver. This is a commitment that the Prime understands the DBE participation required on the project. In the event the Prime is not making a commitment to meet or exceed the established goal on the project, they must request a waiver and provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.

Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:

- (1) Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women’s business organizations in sufficient time to allow DBE firms to participate effectively.
- (2) Provided notice to a reasonable number of minority and women’s business organizations of specific opportunities to participate in the contract in sufficient time to allow DBE firms to participate effectively.
- (3) Sent written notices, by certified mail or facsimile, to qualified DBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.

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- (4) Attempted to identify portions of the work for qualified DBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those DBE contractors identified by the Missouri Regional Certification Committee (MRCC) listed in those categories, which are in those subcontractors' scope of work. The portion of work for which a proposal from a DBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
 - (5) Requested assistance in achieving the goals from KCATA's DBE Officer and acted on KCATA's recommendations.
 - (6) Conferred with qualified DBEs and explained the scope and requirements of the work for which their proposals or proposals were solicited.
 - (7) Attempted to negotiate in good faith with qualified DBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with DBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - (a) Names, addresses and telephone numbers of DBEs that were contacted and date of contact.
 - (b) The information provided to DBEs regarding the plans and specifications for portions of the work to be performed by them.
 - (c) The reasons no agreement was reached with any DBE, including the basis for any Proposal rejection (i.e., availability, price, qualifications or other);
 - (d) Descriptions of attempts to provide technical assistance to DBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.
- 07.01.04 Proposal Documents
- (1) Proposal documents include the Notice of Invitation For Proposals, Invitation For Proposals, Proposal Requirements, Submittal Documents, Post Proposal Submittal Documents, and Wage Rates.
 - (2) Proposers shall use complete sets of the Proposal Documents and accompanying drawings in preparing proposals. The KCATA and the Architect assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
 - (3) Proposer is required to submit, in addition to proposal response form(s), the documents identified in Section 06.02 on page 24.
 - (4) Requests for interpretation or clarification of the proposal documents shall be directed to Denise Adams of KCATA via email (dadams@kcata.org) by deadline shown in Section 01.02 - Proposal Schedule on Page5. KCATA's practice is to answer questions via Addendum for purposes of transmitting the same information to all interested Proposers.
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07.01.05 Proposal Submittal and Pricing

- (1) Prior to bidding, each Proposer shall carefully examine the proposal documents and the site to fully understand existing conditions and limitations under which the Work is to be performed. Each Proposer shall include in its proposal a sum to cover the cost of all items necessary to perform the Work as set forth in the contract documents.
- (2) No allowance will be made to any Proposer because of failure to examine the Documents and the site. Proposers shall notify KCATA immediately if any inconsistency or error is discovered upon examination of the proposal documents or the project site.
- (3) In submitting a proposal, the Proposer represents that:
 - (a) Offeror has read and understands the proposal documents.
 - (b) Offeror has visited the site and familiarized himself with the conditions under which the Work is to be performed.
 - (c) Offeror's proposal is based on the materials, systems, products, and equipment required by the Proposal Documents, without exception.
- (4) The intent of the proposal documents is to provide ample information for the Contractor to interpret and understand that the labor, equipment, supplies and any other components and/or accessories required for the completion of the type prescribed, ready for use by the KCATA, be provided by Contractor. Any items omitted from the documents which are clearly necessary for the full operation and use of such equipment or improvements and its appurtenances shall be considered a portion of such work or equipment, although not directly specified or called for in these documents.
- (5) All parts shall be new and in no case will used (except for testing), reconditioned or obsolete parts be accepted. Any one part shall be an exact interchangeable duplicate in manufacture and design and furnished as specified, but where brand names are used, consider the term "or approved equal" to follow.
- (6) Proposals shall be firm and final. Proposals shall be net and shall reflect any available discount. KCATA is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations. KCATA will provide the successful Proposer with a project Tax Exemption Certificate.
- (7) Proposals shall be submitted on the Proposal Response Form provided; proposals submitted in any other form will be considered non-responsive and will be rejected. Do not change, add to, or delete from the wording on the Proposal Response Form. Unauthorized conditions, limitations, or provisions attached to the Proposal Response Form may cause the Proposal to be considered non-responsive and, therefore rejected.
 - (a) Proposal Response Forms shall be filled out by typewriter, electronically or manually in black or blue ink.
 - (b) Alterations by erasure or inter-lineation shall be initialed.
- (8) Prior to bidding, each Offeror shall ascertain that they have received all Addenda issued and shall acknowledge their receipt in the space provided in the Proposal Form.

Any interpretation, change, or correction to the proposal documents will be made by Addenda which will be issued to all Proposers of record and all locations where proposal documents are filed. Only written addenda will be binding. Proposers shall not rely on any interpretation, change, or correction given by any other method. Oral statements made at the pre-proposal conference or proposal opening are non-binding and for clarification only.

- (9) Each proposal shall be executed and signed by an authorized official and in the true name of the Proposer. If the proposal is made by an individual doing business under a fictitious name, the proposal shall so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership shall be given and the proposal shall be signed by one principal member. If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be given, and the proposal shall be signed by one member authorized thereof.
- (10) Bids shall be enclosed in a sealed envelope addressed as indicated in the Invitation for Bid, unless changed by addendum or specific instructions in Section 03 - PROPOSAL SUBMISSION on page 12, with the name of the project and the name of the Proposer on the outside of the envelope.
- (11) Refer to Invitation for Proposal for location, time, and date designated for receipt of bids.
 - (a) Bids received after the date and time designated for receipt of bids will not be accepted and will be returned to the Proposer unopened.
 - (b) Telegraphic, facsimile, electronic, email or telephonic bids or modifications to bids will not be accepted.
- (12) The proposal price shall include all items of labor, materials, tools, equipment, transportation, and other costs necessary to fully complete the construction, delivery, assembly, installation, and drawings, if required, of the materials or services pursuant to these conditions.
- (13) Conditional bids and any proposal taking exception to these instructions or conditions, to the contract conditions or specifications, or to other contract requirements may be considered non-responsive and may be rejected.
- (14) The documents specified to accompany the proposal are enumerated on the Checklist Form and shall be included with the proposal form. The Proposer shall read all forms carefully before signing. Incomplete bids may be considered non-responsive.
- (15) Each proposal is to be submitted with the understanding that the acceptance in writing by KCATA of the proposal to furnish the materials and services or any part thereof described therein shall constitute a contract between the Proposer and KCATA which shall bind the Proposer to furnish and deliver at the given price and in accordance with the terms and conditions of said proposal and these conditions.
- (16) Kansas City Area Transportation Authority reserves the right to accept ADD Alternates

for this proposal only if the budget allows for acceptance. There is no guarantee to Proposers that the alternates will be accepted or become a part of the contract.

- (17) Alternates, if applicable, will be accepted at the discretion of KCATA's budget and Proposer will be notified of acceptance with intent to award letter. Alternates pricing shall remain for a period of 60 days beyond proposal due date.

07.01.06 Proposal Security

- (1) A proposal bond in the amount of five percent (5%) of the total proposal is required. Said bond shall be submitted with the proposal response. The bond is required to assure that the Proposer will, upon acceptance of its bid, meet the requirements of the bid. A Proposer may submit a certified check or cashier's check in lieu of a bond. Failure to submit a proposal bond, certified check, or cashier's check along with the proposal may result in the proposal being considered non-responsive. Proposal bonds/checks will be returned to Proposers, upon request, after execution of contractual documents and submittal of the required bonds by the successful Proposer.
- (2) Proposers requiring technical assistance on bonding may call the Kansas City Regional Small Business Administration's Minority Business Opportunity Center (MBOC) at (816) 513-6817, or the local Small Business Administration or MBOC in your city or state.
- (3) The KCATA will have the right to retain the proposal Security of any or all Proposers until one of the following has occurred:
- (a) The contract has been executed and required contract bonds are furnished.
 - (b) The specified time has elapsed so that bids may be withdrawn.
 - (c) All bids have been rejected by KCATA.
- (4) If any Proposer refuses to enter the contract or fails to furnish the required contract bonds, his proposal security may be forfeited to the KCATA as liquidated damages, but not as penalty.

07.01.07 Withdrawal of Bids

- (1) Bids may be withdrawn on written request received by the KCATA prior to the time fixed for proposal opening. The bond or certified check of any Proposer withdrawing its bid, in accordance with the foregoing condition, will be returned promptly.
- (2) For this bid, no bids or unit prices may be withdrawn for a period of ninety (90) days after the actual date of the proposal opening. Alternates pricing, if applicable, shall remain fixed, as submitted for bid, for nine (90) days after the actual date of proposal opening.

07.01.08 Proposal Consideration and Contract Award

- (1) The KCATA intends to award a contract to the responsive and responsible Proposer whose fair and reasonable proposal conforming to this solicitation and Section 02 BASIS FOR CONTRACT AWARD on Page 8. A responsive proposal meets the

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- requirements of the Invitation for Bid. KCATA expects Proposers to demonstrate affirmatively that it and its proposed subcontractors qualify as responsible.
- (2) In addition to being otherwise qualified and eligible to receive the contract award, a responsible contractor satisfies criteria including:
- (a) Administrative and Technical Capacity. Has the necessary organization, experience, accounting and operational controls, and technical skills to successfully perform the contract?
 - (b) Financial Resources. Contractor has sufficient financial resources to perform the contract. KCATA reserves the right to request and inspect the last 2 years audited financials for Prime and Sub Contractors. Failure to provide the requested information may result in forfeiture of the bid.
 - (c) Production Capability. Has the necessary construction and technical equipment and facilities.
 - (d) Timeliness. Can meet the performance schedule, taking into consideration all existing business commitments.
 - (e) Performance Record. Can provide a satisfactory current performance record and a satisfactory past performance record to include sufficient resources, sufficient key personnel with appropriate experience, and key subcontractors with the required experience and satisfactory current and past performance.
 - (f) Experience. A minimum of five (5) years' experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations, as described herein.
 - (g) Past Deficiencies Not the Fault of the Proposer. A Proposer that is or recently has been seriously deficient in contract performance is presumed to be non-responsible unless KCATA determines that the circumstances were properly beyond the Proposer's control or unless the Proposer has taken appropriate corrective action. Past failure to pursue the work, perseverance, and effort to perform acceptably is strong evidence of non-responsibility.
- (3) Proposers are required to submit for KCATA's approval, a list of subcontractors and material suppliers proposed for the project, also known as the schedule of participation, with all NAICS codes listed for each proposed subcontractor.
- (4) Award of contract shall be based on the requirements of Section 02 BASIS FOR CONTRACT AWARD on Page 8. All bids will be evaluated on the same basis of proposal items.
- (5) The Authority may determine that a proposal is unacceptable and non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated relative to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Authority even though it may be the low bid.
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- (6) It is understood that KCATA reserves the right to waive informalities or irregularities in bids, to reject any or all bids, to cancel this Invitation in part or in its entirety, to re-advertise for bid, and to award to other than the lowest Proposer if it is in the best interest of the Authority. KCATA further reserves the right to accept or reject any or all alternates in any order or combination which, in its judgment, is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this Invitation for Bid.
 - (7) The successful Proposer shall execute a contract with the KCATA within ten (10) calendar days from written Notice of Intent to Award. Before execution of the contract, the successful Proposer shall deliver required bonds, insurance certificates and other specified documents to KCATA for approval.

07.01.09 Construction Bonds and Certificate of Insurance

- (1) The successful Proposer may be required to furnish and pay for a Performance Bond, a Payment Bond, and a Maintenance Bond each in the amounts listed in the Invitation for Bid, as stated herein and in accordance with the General Conditions as amended by the Supplementary Conditions. The cost of the bonds shall be included in the proposal price. If required, the Maintenance Bond shall be for a two (2) year period effective as of the date of Substantial Completion.
- (2) The Proposer shall warrant both workmanship and materials for a period of two (2) years pursuant to Article 3: Contractor, Section 3.5 Warranty or as amended by the Supplemental Conditions. The two (2) year maintenance bond (if required) becomes effective on the date of project acceptance as established by the Certificate of Substantial Completion.
- (3) Bonds shall be issued by a surety acceptable to the KCATA and licensed to do business in the State of Missouri.
- (4) The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a current copy of the power-of-attorney indicating the monetary limits of such power.
- (5) The successful Proposer shall submit Certificates of Insurance, verifying insurance coverage as stated herein, within the period time indicated in the Notice of Intent to Award.
- (6) Failure or refusal to furnish bonds or insurance certificates in the time prescribed and in a form satisfactory to the KCATA may be cause for rejection of the Proposer and forfeiture of the proposal security.

07.01.10 List of Subcontractors and Material Suppliers

- (1) The successful Proposer shall submit a complete list of all subcontractors and major material suppliers at the time of proposal closing. The representative's name, address and telephone number shall be provided with the dollar amount of the contractor's/subcontractor's/vendor's involvement.

07.01.11 Debarment, Suspension and Other Responsibility Matters

-
- (1) Each proposal shall be accompanied by a Certificate of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters.
- (2) Submit a Certification Regarding Debarment, Suspension, And Other Ineligibility and Voluntary Exclusion for each lower tier subcontractor and major supplier.
- 07.01.12 Restrictions on Lobbying
- (1) Each proposal shall be accompanied by a signed Certification of Primary Participants Regarding Restrictions on Lobbying form.
- (2) Submit a Certification of Certification of Primary Participants Regarding Restrictions on Lobbying for each lower tier subcontractor and major supplier
- 07.01.13 Federal Tax Liability
- (1) Each proposal shall be accompanied by a signed Certification of Primary Participant Regarding Federal Tax Liability and Recent Felony Convictions.
- (2) Submit a Certification of Primary Participant Regarding Federal Tax Liability and Recent Felony Convictions. for each lower tier subcontractor and major supplier
- 07.01.14 Fraud and False or Fraudulent Statements or Related Acts
- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to the project. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal government deems appropriate.
- (2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Contract, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal government deems appropriate.
- 07.01.15 Employee Eligibility Verification
- (1) 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 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. **The electronically signed and electronically generated**
-

Memo of Understanding (MOU) must be submitted by the Prime for the Prime Company and an MOU is to be submitted for each subcontractor with a work/contract value of \$5,000 or greater in addition to the Certification document.

- (2) 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.

08 PROPOSAL RESPONSE FORM**08.01 Proposal Response Form**

This proposal is submitted to:

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

The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract duration indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

Contractor accepts all the terms and conditions of the Proposal Documents. This Proposal will remain subject to acceptance for Ninety (90) days after the final day Proposals may be received. Contractor will sign and submit the Agreement with the Bonds and other documents required by the Proposal Requirements within ten (10) business days after the date of OWNER'S Notice of Intent to Award.

In submitting this Proposal, Contractor represents, as more fully set forth in the Agreement, that:

Contractor has examined and carefully studied copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Contractor has visited the site and become familiar with the nature and extent of the Contract Documents, Work site, locality, and all local and site conditions. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Contractor has given Procurement personnel written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Procurement personnel is acceptable to Contractor.

The Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation.

Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal; Contractor has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal ; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over Owner.

Contractor has carefully studied all reports (if applicable) of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary information concerning conditions at or contiguous to the site which may affect cost, progress, performance or furnishing of the Work. Contractor does not consider that any additional examinations, investigations, explorations, tests, studied or data are necessary for the determination of this Proposal for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Proposal is submitted as indicated in the Contract Documents.

08.02 Price Proposal

The Contractor will complete the work and accept in full, payment for the work items listed, in accordance with the attached Proposal Tab prices, as applicable.

Contractor acknowledges that in the case of a Unit Price Proposal, quantities are not guaranteed, and final payment will be based on actual quantities determined as measured and provided in the Contract Documents.

Contractor acknowledges that in the case of a Stipulated Lump Sum Price Proposal, quantities are not guaranteed, and Owner reserves the right to add or delete work which is in the best interest of the Owner. Contractor agrees that final payment will be based on the Proposal Lump Sum Price adjusted by change orders regardless of actual quantities.

1. Contractor proposes that the Work will be completed in accordance with Section 03 – PROPOSAL SUBMISSION on page 12. This Proposal is a binding offer and all required submittal documents are made a condition of this Proposal.
2. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex in connection with the performance of work under this contract.
3. Communications concerning this Proposal shall be addressed to the address of Contractor indicated below.
4. The terms used in this Proposal which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

08.03 Contractor Form of Business

Information regarding the Contractor's form of business shall be provided in the appropriate section below. (Each form of business signature page is included on a separate page – only one type of Form of Business page with

signatures is required – submit (as appropriate) only the Individual, Partnership, Corporation, or Joint Venture completed signature page.)

08.03.01 An Individual:

By (Individual's Name)

(Business Name and Address)

Business Phone and Fax Numbers

08.03.02 A Partnership:

By (Firm Name)

(Business Name and Address)

(General Partner)

Business Phone and Fax Numbers

(seal)

08.03.03 A Corporation:

By (Corporation Name)

Address

(State of Incorporation)

Business Phone and Fax Numbers

By (Printed Name and Title of Person Authorized to Sign)

(Signature)

Attest (Secretary)

Date of Qualification to do Business

(Corporate Seal)

08.03.04

08.03.05

08.03.06 A Joint Venture:

By (Name)

Address

By (Name)

Address

Phone Number for Receipt of Official Communication

Address for Receipt of Official Communication

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

08.04 Bid Form

See and use the Bid Form inserted after the title page of Book 1.

09 ATTACHMENT B AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

State of)

) SS.:

County of _____)

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

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

09.01.01 **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.

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

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

- amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant (Printed Name and Title)

Signature of Affiant

Date

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

Notary Public

My Commission Expires

(seal)

10 ATTACHMENT C SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS

This form shall be completed in its entirety and submitted at time of proposal submission

PRIME CONTRACTOR					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%

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

TOTAL VALUE OF WORK	\$ _____
TOTAL CONTRACT VALUE OF WORK (from Proposal Form)	\$ _____
TOTAL DBE PARTICIPATION	\$ _____
TOTAL PERCENTAGE OF DBE PARTICIPATION (Prime and Subcontractors)	_____ %

The undersigned will enter into a formal agreement with the subcontractor(s) for the work listed on this schedule.

By (Prime Contractor Name)

Printed Name of Authorized Official

Signature and Title of Authorized Official

Date

11 ATTACHMENT D LETTER OF INTENT TO SUBCONTRACT TO DBE

This form shall be completed for each DBE Subcontractor and is DUE AT TIME OF PROPOSAL SUBMISSION)

_____ (“Prime Contractor”) agrees to enter a contractual agreement with
 _____ (“DBE Subcontractor”), who will provide the following
 goods/services in connection with the above-referenced contract:

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

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

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

 By (Printed Name of Prime Contractor Representative)

 By (Printed Name of DBE Subcontractor Representative)

 (Title of Prime Contractor Representative)

 (Title of DBE Subcontractor Representative)

 (Signature of Prime Contractor Representative)

 (Signature of DBE Subcontractor Representative)

 Date

 Date

ATTACHMENT D LETTER OF INTENT TO SUBCONTRACT

TO DBE

3/15/2023

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08.04 Bid Form

305048

12 ATTACHMENT E CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

F23-5005-39A

Pkg 6 – KC Streetcar Riverfront Extension
Construction

Project Number

Project Title

 Prime Contractor

State of)

) SS.:

County of _____)

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

This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Proposer/Proposer listed below. It sets out the Proposer/Proposer's commitment to utilize DBE contractors on the project.

The project goal for DBE Participation is _____ %. Proposer/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

PROPOSER/PROPOSER DBE PARTICIPATION COMMITMENT: _____ %

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

a. Name of DBE Firm _____ % of Work _____

Address _____

Telephone No. _____

Taxpayer ID No. _____

b. Name of DBE Firm _____ % of Work _____

Address _____

Telephone No. _____

Taxpayer ID No. _____

c. Name of DBE Firm _____ % of Work _____

Address _____

Telephone No. _____

Taxpayer ID No. _____

TOTAL DBE \$ AMOUNT ON PROJECT: \$ _____

TOTAL DBE % COMMITTED TO PROJECT: _____ %

Proposer/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the **Schedule of Participation by Contractor and Subcontractors** form.

Proposer/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due a DBE for purposes of meeting or exceeding the Proposer/Proposer participation commitment.

Proposer/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Proposer/Proposer participation. Proposer/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Proposer/Proposer participation set forth herein.

If Proposer/Proposer has not achieved the DBE commitment set for this Project, Proposer/Proposer hereby requests a waiver of the DBE commitment that Proposer/Proposer has failed to achieve.

Proposer/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.

I hereby certify that I am authorized to sign this Affidavit on behalf of the Proposer/Proposer named below and who shall abide by the terms set forth herein:

Proposer/Proposer Primary Contact: _____

Address: _____

Phone Number: _____ Facsimile number: _____

E-mail Address: _____

By _____

(Signature)

Title _____

Date _____

(Attach corporate seal if applicable)

NOTARY:

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

Notary Public

My Commission Expires

(seal)

13 ATTACHMENT F.1 EMPLOYEE ELIGIBILITY AFFIDAVIT OF PRIMARY PARTICIPANTS

Compliance with Section 285.500 RSMO, et seq. Regarding employee eligibility verification

State of)

) SS.:

County of _____)

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

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

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

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

By (Printed Name)

Signature and Title of Affiant

Date

ATTACHMENT F.1 EMPLOYEE ELIGIBILITY AFFIDAVIT OF

PRIMARY PARTICIPANTS

3/15/2023

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08.04 Bid Form

305052

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

Notary Public

My Commission Expires

(seal)

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

14 ATTACHMENT F.2 EMPLOYEE ELIGIBILITY AFFIDAVIT OF LOWER-TIER PARTICIPANTS

COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.

REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

State of)

) SS.:

County of _____)

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

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

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

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

By (Printed Name)_____
Signature and Title of Affiant_____
Date**ATTACHMENT F.2 EMPLOYEE ELIGIBILITY AFFIDAVIT OF****LOWER-TIER PARTICIPANTS****3/15/2023****- 59 -****08.04 Bid Form**

305054

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

Notary Public

My Commission Expires

(seal)

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

15 ATTACHMENT G.1 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPPART C ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

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

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

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

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**17 ATTACHMENT H.1 BUY AMERICA CERTIFICATION FORM FOR PRIME CONTRACTOR FOR
STEEL OR MANUFACTURED PRODUCTS OTHER THAN ROLLING STOCK**

The Proposer shall certify one of the following two certifications.

17.01.01 Certificate of Compliance with Buy America Requirements

The Proposer or offeror hereby certifies that it will comply with:

- The requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
- The Infrastructure Investment and Jobs Act, Public Law 117-58, amended the Buy America requirements to include **construction materials** (ref. Office of Management and Budget (OMB) memorandum M-22-11).

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

17.01.02 Certificate of Non-Compliance with Buy America Requirements

The Proposer or offeror hereby certifies that it cannot meet the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirements consistent with 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

18 ATTACHMENT I REFERENCES

Please provide the firm name, primary contact person's name, business and cell phone number(s), and email address for references we may contact about your company's performance on similar scopes of work/projects. Name the project and approximate work value.

Failure to provide accurate information for KCATA to use in communicating with references may result in your proposal being deemed non-responsive.

1. _____

2. _____

3. _____

4. _____

19 ATTACHMENT J NON-COLLUSION AFFIDAVIT

This form shall be executed by the Proposer and submitted with the bid.

State of)

) SS.:

County of _____)

Name and Title of Person Signing

Name of Proposer

The above-named individual being first duly sworn, deposes and says that he or she is of the above Proposer and that all statements made, and facts set out in this proposal for the Pkg 6 – KC Streetcar Riverfront Extension Construction are true and correct and that the Proposer (firm, person, association, or corporation making the bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal in connection with such proposal or any contract which may result from its acceptance.

Affiant further certifies that Proposer is not financially interested in or financially affiliated with, any other Proposer for the project.

By _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

Notary Public

My Commission Expires

20 ATTACHMENT K AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW

This form shall be submitted with the Contractor's Request for Payment.

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared (name and title) _____ of (company name) _____, (a Corporation) (a Partnership) (a Sole Proprietor), and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on the above-referenced project have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Annual Wage Order No. ____, Section ____, for Building Construction in Jackson County, Missouri and/or Federal Wage Decision No. _____.

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

Notary Public

My Commission Expires

(seal)

21 ATTACHMENT L-1 CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _20_____

By (Printed Name)

Signature and Title of Authorized Official

Date

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of __20_____

By (Printed Name)

Signature and Title of Authorized Official

ATTACHMENT L-2 CERTIFICATION OF LOWER-TIER

PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING

3/15/2023

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08.04 Bid Form

305063

Date

23 ATTACHMENT N-1 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The Primary Participant (name of applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract),

certifies to the best of its knowledge and belief, that:

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months; and
3. Have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

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

The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____
 _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

Executed this _____ day of 20_____

 By (Printed Name)

 Signature and Title of Authorized Official

 Date

24 ATTACHMENT N-2 CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The Lower-Tier Participant (name of applicant for an FTA grant or cooperative agreement, or potential Subcontractor for a major third-party contract), _____ certifies to the best of its knowledge and belief that:

1. The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months; and
3. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

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

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

Executed this _____ day of __20_____

By (Printed Name)

Signature and Title of Authorized Official

Date

25 GUIDELINES FOR WORKFORCE ANALYSIS FORM AA1, PART I

25.01 DEFINITIONS

Please use the following definitions to fill in 26 WORK FORCE ANALYSIS REPORT beginning on Page 73.

25.01.01 Racial/Ethnic

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

25.01.02 Job Categories

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

26 WORK FORCE ANALYSIS REPORT FORM AA1, PART II

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.

Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or Africa n Ameri can	Native Hawai ian or Other Pacific Island -er	Asian	Ameri can Indian or Alaska Native	Two or more races	White	Black or Africa n Ameri -can	Native Hawai ian or Other Pacific Island -er	Asian	Ameri can Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															

Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															
TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction		<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment		<input type="checkbox"/> Other		

 Signature of Certifying Official

 Company Name

 Printed Name and Title

 Address/City/State/Zip Code

 Date Submitted

 Telephone Number/Fax Number