CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-150 authorizing and approving an Agreement between the City of Joplin, and TransPro Consulting LLC to provide services to research the requirements and planning and implementation steps for the development of a regional transportation-type authority under the Areas of Persistent Poverty (AoPP) Transit Grant.

MEETING DATE
November 4, 2024

ORIGINATING DEPARTMENT
Public Works – Transit Operations

ATTACHMENTS
Council Bill No. 2024-150; RFP, RFP Response. Evaluation Scoring; Consulting Agreement

REVIEWED BY
Director of Public Works -Daniel Johnson; Director of Finance - Leslie Haase; City Attorney - Peter Edwards; Assistant City Manager -Tony Robyn; City Manager - Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into a consultant contract with TransPro Consulting LLC for consulting services in the amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system.

BACKGROUND
The Federal Transit Administration (FTA) awarded AoPP grants for planning, engineering, and technical studies or financial plans to improve transit in Census-defined low-income areas. The scope of this study will define methods of how the Joplin transit system can financially support the expansion of its transit system to areas of need to include a regional transportation authority. On September 6, 2024, the City of Joplin issued a Request for Proposals (RFP) for consultants to provide professional planning services for the City of Joplin Transit Program. Two proposals were received for review on October 7, 2024. Proposals were assessed by a team of four members independently. Proposals were evaluated and TransPro was selected with the best and most comprehensive analysis and benchmark timeline.

FUNDING SOURCE
This program is funded through a Federal Transit Authority matching grant of $400,000 and the City's cost-share is $100,000.

RECOMMENDATION
City Staff recommends adoption of this council bill at First Reading.

AREAS OF PERSISTANT POVERTY (AoPP) PROGRAM FUNDED BY THE FEDERAL TRANSIT AUTHORITY (FTA)

Request for Proposals
for
Planning Services of the Joplin Transit Program

Request for Proposal #2024-RFP-11

Issued on: September 6, 2024

Proposal Responses Due: October 7, 2024

City of Joplin – City Hall

Attention: Jeremy Hagerman, Assistant Public Works Director

Public Works - Transit

jhagerma@joplinmo.org

602 S Main Street, Joplin, MO 64801

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Section I
Executive Summary

Invitation
Written proposals subject to the conditions herein stated and attached hereto, will be received at:

602 S. Main, Joplin, MO 64801, 4th Floor
October 7, 2024 by 2:00 p.m. Central Time

For providing the services as described below for the City of Joplin (The City).

Background
The U.S. Department of Transportation's Federal Transit Administration (FTA) awarded grants to help marginalized communities across the country. Approximately $16.2 million will fund 40 projects in 32 states and two territories through FTA's Areas of Persistent Poverty (AoPP) program.

FTA grants the awards on a competitive basis to state and local governments, transit agencies, and nonprofit organizations to create better transit for residents who have limited or no transportation options. The program supports the Biden-Harris Administration's Justice40 initiative and general goals of advancing racial equity and improving public health and the environment through transportation planning that results in new or better transit service.

AoPP grants were awarded for planning, engineering, and technical studies or financial plans to improve transit in Census-defined low-income areas. The program also supports coordinated human service transportation planning to improve transit service or provide new services, including paratransit. The City of Joplin, Missouri will receive funding to study feasible options that will promote more ridership in areas considered historically disadvantaged communities or designated as areas of persistent poverty. Specifically, the plan will define methods of how the transit system can financially support the expansion of its transit system to areas where there is a need for more affordable access to employment, education, healthcare and public services.

Purpose
The purpose of this RFP is to select a firm that will be a partner in a planning and implementation effort for the transit program. The City of Joplin is hereby requesting written proposals to provide planning and implementation services for the approved project described above. It is anticipated that the timeline for these services will be twelve (12) months. Firms must be collaborative and willing to take direction from City staff. The winning firm will ensure full compliance with required regulations pursuant to FTA regulations. For more information on evaluation criteria, please refer to section four, Evaluation.

Bidding firms must have a thorough understanding of Federal Transit Administration Programs, related Missouri state statute and legislative processes, with additional experience preferred in federal compliance and other regulations, as well as all cross-cutting regulations required in other relatable programs.

The City seeks to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal.

Section II

General Instructions

Point of Contact
The City designates the following person as its representative and Point-of-Contact for this RFP:

Joplin City Hall
Jeremy Hagerman
602 S. Main Street, 4th Floor
Joplin, Missouri, 64801 jhagerma@joplinmo.org

Respondents shall restrict all contact with the City and direct all questions in writing regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Timeline of Proposal (Anticipated, but is subject to change)

RFP Released by the City	September 6, 2024
Deadline for Final Questions	September 20, 2024
City Responses to Submitted Questions	September 27, 2023
Proposal Submission Deadline	October 7, 2024 by 2:00pm (CST)
Interviews as needed	October 14, 2024
Contract Finalization	Week of October 28, 2024
Council Meeting to Award Contract	November 18, 2024

Brevity
Qualifications shall be prepared simply, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Excessive information will not be considered favorably.

Addenda and Revisions
All questions and inquiries must be submitted to the City Point of Contact, Jeremy Hagerman, Public Works Assistant Director of Engineering, jhagerma@joplinmo.org by September 20, 2024.

Questions should be asked in consecutive order following the organization of the RFP. Each question should begin by referencing the RFP page number, section title, and question number (if applicable) to which it relates.

One comprehensive response to all submitted questions will be publicly released as an addendum to the RFP and distributed to firms that submitted questions, inquiries, or clarifications.

All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate the addenda in its Responses.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing its Responses.

Any additional information, including addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left-hand column under Bids/Projects. Respondents may check the website regularly, sign up to receive notifications, or reach out to the point of contact and request to be added to the addenda distribution list.

Submission Requirements

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions. Incomplete qualifications will be considered non-responsive and subject to rejection. It is not necessary to repeat the question or statement in the Responses; however, it is essential to reference the page number and question number.

The Respondent shall submit:

1. One (1) original with (6) identical copies of the Response in print
   a. Response shall be a maximum of twenty (20) printed pages
   b. The cover, table of contents, divider sheets, resume/CVs, and Submission Form do not count as printed pages
   c. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted below;
   d. The package must clearly identify the submittal deadline and that the response is for the Planning Services of the Joplin Transit Program Request for Proposal #2024-RFP-11
   e. No 3-ring binders please
2. One (1) PDF copy provided on USB drive
3. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM"
4. No electronic submissions will be accepted

Hard copy packets must be submitted to:

Joplin City Hall Public Works
4th Floor, Attn: Jeremy Hagerman
602 S. Main Street
Joplin, MO 64801
8:00am-5:00pm Monday – Friday and no later than bid close date and time

Deadline for Submission of Interest
The Respondent will submit its Responses at the location above by the time described below:

2:00 PM Monday
October 7, 2024

RFPs received after this time and date will not be considered.

Properly submitted Reponses by the Respondents will not be returned. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

AREAS OF PERSISTANT POVERTY (AoPP) PROGRAM FUNDED BY THE FEDERAL TRANSIT AUTHORITY (FTA)

Section III
Project Scope

General Statement
The City of Joplin requests proposals from qualified organizations for planning services of the Joplin Transit Program. The firm shall work with the City of Joplin to plan the Program outlined in the executive summary and the Scope elements below to conduct a planning process to determine the feasibility of a transportation authority.

The City expects the winning respondent to periodically work on-site for key implementation duties as the project requires frequent interactions with beneficiaries, community organizations, surrounding potential participating communities, and the general public.

The outline below is inclusive, but not necessarily an exhaustive list of required activities.

The City reserves the right to seek clarification on any or all proposal submittals.

Scope of Services

Program Design
- Review the City of Joplin's transit program and structure.
- Review the Ten-Year Transit Master Plan developed in 2021.
- Review, revise, or create program management document templates, as needed.
- Review Missouri communities that may have similar types of Metropolitan Transportation Authority Districts or other financially sustainable transit systems.

Program Planning
- Research best practices for transit authority programs, processes, and tools for organizing, operating, and managing a transit program under a Missouri Transportation Authority District.
- Develop a feasibility assessment that includes interest in participation, ability to fund and/or contribute towards the authority's operations, and proposed governance structure.
- Assessment should include proposed by-laws, district boundaries, an established level of service and a 5-year implementation budget.
- Provide a program outline of steps required to establish a regional transportation-type authority; include any legislative approvals and steps and metropolitan community partnerships.
- Identify sustainable revenue structures for consideration to support improvements and ongoing operations of the recommended transit structure
- Work directly with assigned staff tasked to manage program planning activities.
- Assist assigned staff in developing a community outreach and communication plan, ensuring planning information reaches those impacted individuals, community organizations, program beneficiaries, and other stakeholders.
- Deliverables
    - Bi-weekly reporting of Planning activities for the Transit Program Grant
    - Provide a recommended transit structure program to meet outlined objectives,

- Outline implementation assistance of approved recommendations.
- Interim Report at three quarters completion and Final Report at completion; includes 15 bound final reports and a digital PDF, and in person PowerPoint presentation of final recommendations to Joplin City Council.

Timeliness

- Complete the scope of services within the approved timeline, which is anticipated to cover up to twelve (12) months from start dates.

Compliance/Reporting

- Assist with required information for reporting to State and Federal granting agencies.

Meetings

- Coordinate and attend meetings in conjunction with and/or on behalf of the City of Joplin.
  - Kick-off, project status, program status, stakeholder meetings, public information gathering forums, city council and/or related boards and commission meetings.

Technical Assistance

- Coordinate or provide support in any technical assistance needed with City and FTA, as needed.

Closeout

- Provide all documentation required for any program closeout.
- Other support related to the Transit Program as required by the City.

Section IV
Evaluation

Qualifications of Respondents
For consideration, proposals must contain evidence of experience and abilities in the specified area and other disciplines directly related to the proposed services included elsewhere in this solicitation.

Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the administration of the Sustainable Transit Structure Plan and Implementation of developed Plan.

The Respondent may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, programmatic understanding, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Respondent may also be required to give a past complete history and additional references in order to satisfy the City in regard to the Respondent's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose in a timely manner.

The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Scoring of Proposals
Scoring will emphasize related experience, management, organization, availability of key staff, skill, financial, and other necessary resources to perform the work or provide the services required in timely manner.

Company Profile: (10 Points)
Respondents must provide a listing of all personnel who will be assigned to this project. If the Respondent will need to hire additional staff to satisfy this engagement, please briefly elaborate with a tentative plan of action.

Please include an explanation of each person's area of responsibility, years of related experience, geographic location, and the resume or CV for each professional assigned to this project. Please attach an organizational chart to include any associated decision-makers that will or may have a role in the proposal or project management process.

Experience: (25 Points)
Respondent must provide three (3) examples of directly relatable experience corresponding to the services requested by the City. Please include the name, title, address, telephone number, and email for each client contact. Examples proving the ability to coordinate multiple projects should be included and will be considered in the scoring. Scoring will also emphasize the firm's experience and results related to similar type projects.

Approach Strategy: (25 Points)
Please describe in detail the proposed methodology for this project. Scoring will emphasize the project approach, proven implementation, and/or management strategies by the team, including community and stakeholder engagement.

References: (10 Points)
Please include at least three references for similar type projects. Scoring will emphasize quality of references as well as the quality of performance of previous contracts or services.

Cost Proposal: (30 Points)
Please provide a cost proposal to accomplish the scope of work set forth in this request for proposals

Selection
The evaluation of the Responses shall be based on the requirements described in this RFP. A selection committee made up of qualified City staff shall review, evaluate, and rank all properly submitted responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

The City will reserve the right to include an interview with the Respondent if the City deems it necessary to aid in the ranking process. If needed, the City will contact those Respondents with the top ranked proposals, and each will be **required** to meet with the selection team where the proposals will be reviewed in depth.

After the selection process, the Selection Committee will contact the Respondent that best meets the City's needs and finalize a contract to present to City Council for approval. Final authority of the final selection ultimately lies with the Joplin City Council regardless of the selection committee.

Section V

General Information and Requirements

Minimum Effective Period of Proposal
All proposals are required to remain in effect for at least 90 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE
Please state how your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract
The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin, and/or their agents.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, and others who may be engaged in the process or grant program.

Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

City's Reservation of Rights
The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option. Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

Debarment
By submitting a proposal, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government. Respondents must be registered at SAM.GOV to be eligible.

Stylistic Considerations
The City's official font is Tahoma. The official color palette is RGB: Regal Blue 18 58 84, Blue Lagoon 0 91 130, Storm Dust 95 95 93, Wasabi, 131 162 38, Buttered Rum 209 177 14, Rust 191 80 11.

Rejection
The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the waive any formalities or minor technical inconsistencies or delete any item/requirements from this RFP when deemed to be in City's best interest.

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2024-RFP-11

Company _____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ____day of _____.

BY:

Signature Date:_____

Name (Printed): _____

Title: _____

Signature: _____

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide services as described in City's Request for Proposals for Planning Services of the Joplin Transit Program #2024-RFP-11, Areas of Persistent Poverty (AoPP) Program Funded by the Federal Transit Authority (FTA), attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Bid Proposal Summary, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant _____($_____).

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local

law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri _____
ATTN: LEGAL, Peter Edwards _____
602 S. Main St. _____
Joplin, MO 64801 _____

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI _____

_____ _____

Nick Edwards, City Manager By:

ATTEST:_____Holly Nagy, City Clerk

Federal Professional Services/A&E Contract Clauses
Contracts $100,000 or greater

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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 the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, 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, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. 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, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, 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.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to

complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the event of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor also agrees to include these requirements, the contract clauses listed in Exhibit C, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____Date

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized

Official Date_____

TransPro
Driving Excellence

PLANNING SERVICES OF THE JOPLIN TRANSIT PROGRAM

#2024-RFP-11



JOPLIN
MISSOURI

Prepared and Submitted By :

TRANSPRO CONSULTING

October 7, 2024

Photos courtesy of visitjoplinmo.com

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Letter of Interest

October 4, 2024

Jeremy Hagerman
Assistant Public Works Director, Public Works - Transit
602 S. Main Street
Joplin, MO 64801

Dear Mr. Hagerman,

TransPro Consulting is pleased to submit our qualifications in response to RFP 2024-RFP-11 Planning Services of the Joplin Transit Program. As a national thought leader in public transportation transformation and efficiency, TransPro offers Joplin a partner with local knowledge and experience with Missouri transportation authorities and national perspectives in sustainable public transit finance and efficiency.

The TransPro team is the right partner for Joplin's transit journey for three reasons:

We create Actionable Plans: We deliver real experience navigating the complexities of transit funding and transportation authorities in Missouri with experts like David Johnson, who has spent years delivering expanded transit funding in the Kansas City region through regional funding pursuits and creating new transit authorities to fund and operate the successful streetcar system.

We know Missouri: The TransPro team are trusted advisors to transportation authorities in Missouri. Lathrop GPM has advised the Kansas City Area Transportation Authority on governance and funding questions for decades, including the development of legislative strategies for dealing with a General Assembly that can be seen as hostile to cities seeking new revenue sources.

We know Joplin: The TransPro team has deep roots in the area – TranSystems has successfully delivered many Joplin projects – including the Joplin Transit System Analysis (2021) and the Active Transportation Assessment (2020) and Project Manager David Johnson resides part-time in nearby Coffeyville, Kansas.

Please feel free to use me as the point of contact throughout this solicitation. As the Managing Principal of TransPro Consulting LLC, I am authorized to submit this proposal on behalf of our organization. You can contact me at ehren.bingaman@transproconsulting.com or 317-513-8208.

Respectfully submitted,



Ehren T. Bingaman
Managing Principal
TransPro Consulting LLC
11935 Pasco Trails Blvd.
Spring Hill FL 34610

Company Profile

TransPro
Driving Excellence

TransPro specializes in public sector management, efficiency, financial success, transit planning, and strategic planning. Our firm takes its name from our approach in working with public sector executives – to help them *Transform* the organizations they lead and *Produce* breakthrough results for customers, stakeholders, communities and taxpayers.

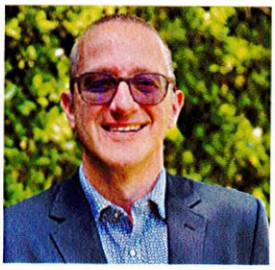
TransPro was founded in 2011 specifically to be the trusted advisor for municipalities and transit organizations who want to transform their culture, work process and management analytics to realize success.

The vision of our firm is to be a thought leader and primary resource in public sector organizational transformation. TransPro has helped management teams achieve double-digit improvements in efficiency and quality by leveraging innovative governance strategies, performance-based management, transit planning, meeting alignment, results analytics, process improvement, customer satisfaction measurement, industry-leading performance measurement systems, organizational design, executive recruitment, and talent development.



Ehren Bingaman, Principal In Charge *Indianapolis, IN*

TransPro Managing Principal Ehren Bingaman will serve as the project's Principal in Charge. Ehren's 23 years of consensus-building facilitation and problem-solving expertise have helped transit agencies across the country develop regional consensus for transformational mobility visions, achieve results through clear definitions of success, and build understanding and alignment among stakeholders in delivering services within limited fiscal resources. Furthermore, Ehren is a resident of Indiana and the former executive director of the Central Indiana Regional Transportation Authority where he worked tirelessly to enable long-term, local option funding for transit in Indianapolis and surrounding counties. One of the architects of the Indy Connect regional transit plan, Ehren has a deep knowledge and understanding of public transportation funding and finance, with significant contributions to crafting language in Indiana Code today.



David Johnson, Project Manager *Kansas City/Southeast Kansas*

David is KCATA's former Vice President of Planning and Strategy and will serve as the Project Manager for this engagement. David brings over 25 years of aggressive public and private sector leadership, as well as decades of transit strategy and advocacy in Missouri. David raised private funds and shepherded multiple special district elections to fund the most recent streetcar expansion in Kansas City, the largest transit

grant in the region's history. A trained and experienced project manager, David will collaborate with the City to create an implementation plan that is actionable and ultimately achievable, all while making sure deliverables are met and milestones are achieved. David splits his time between Kansas City and his hometown of Coffeyville, Kansas. David also serves on the board of the Missouri Public Transit Association and is Chair of the Kansas City Regional Transit Alliance.



Matt Webb, Quality Lead *Lansing, MI*

Matt Webb has managed more than $500 million of federally compliant professional service and capital project procurements during his time working for public transportation agencies. Most recently he managed the procurement contracts while serving as the General Manager of the Regional Transit Authority of Southeast Michigan. Matt also has experience with managing procurement contracts for operations contracts having led the M-1 RAIL four unique procurement packages associated with the $197 million streetcar project in Detroit, Michigan. In this capacity he was responsible for developing RFPs, overseeing the open procurement periods, evaluating proposals received from A/E firms, contractors (which used a Best Value contracting method) and system operators and supporting transition activities with the selected vendors. Matt worked closely with owners of M-1 RAIL, a 501c3 non-profit, and the State of Michigan Department of Transportation to make sure the procurement process was 100% compliant with both FTA and FHWA procurement regulations as funding for the project was being administered by both Federal agencies. Matt also specializes in facilitation and engagement with governing bodies.



Katie Jurenka, Finance Lead *New York City, NY*

Katie Jurenka is a talented research analyst who supports TransPro's many deep-dive analysis projects. Her background includes data management, visualization, and spatial analysis involving numerous urban land use initiatives. She will support work around the peer benchmarking and financial analysis to help our team to deliver data-driven scenarios for a new Joplin Transit Authority. The result of her work improves taxpayer value without sacrificing customer experience. Katie has been instrumental in all of TransPro's financial analysis and revenue projections.



Kellie Melleady, Survey Lead *Philadelphia, PA*

Kellie Melleady is a highly motivated and results-driven professional with extensive experience in customer experience management. Her strong leadership abilities allow her to both inspire and motivate teams to achieve exceptional results. Kellie finds immense joy in working with transit agencies nationwide to improve experiences using real data to drive actionable outcomes. She is skilled in project management and prides herself in her ability to lead cross-functional initiatives and drive

them to successful completion. Kellie will lead the Community Survey work to determine what value the citizens of Joplin place on providing public transit services.

Cherry Communications

For more than 30 years, Cherry Communications has provided live-voice polling, surveying, and public opinion research nationwide. Their survey interviewer team guides citizens, voters, and customers through survey instruments, providing crucial data for governments, businesses, candidates, and non-profit organizations.



Blaine Cherry, **Director of Research**, *Tampa, FL*
For more than 30 years, Cherry Communications has provided live-voice polling, surveying, and public opinion research nationwide. Their survey interviewer team guides citizens, voters, and customers through survey instruments, providing crucial data for governments, businesses, candidates, and non-profit organizations. Blaine and his team have provided Community Value Survey services on the following TransPro survey projects: CDTA - Albany, NY, VIA - San Antonio, TX, Cherriots - Salem, OR, and CATS - Charlotte, NC.

TranSystems

TranSystems, founded in 1966, is a multifaceted, national transportation focused firm that provides planning, engineering, architectural and construction expertise to enhance the overall transportation experience.

Headquartered in Kansas City, Missouri, TranSystems has performed a broad range of services in all sectors of the transportation marketplace. Services are delivered throughout the asset life cycle, from concept to construction to long-term operations, maintenance and rehabilitation. We are able to draw on experts in all types of transportation modes to solve the most difficult and complex infrastructure problems that ultimately provide safe and efficient transportation solutions for all users. Effective August 5, 2024, Gannett Fleming, a leading engineering and infrastructure solutions provider, and TranSystems, a provider of transportation-focused engineering and infrastructure services, completed a strategic merger. Together, Gannett Fleming and TranSystems create a best-in-class organization with a highly skilled workforce of **more than 5,000 employees**. The combination creates a leading industry provider of infrastructure consulting services with deepened capabilities and a broader geographic footprint across North America.



Sarah Frost, AICP, Compliance Lead *Kansas City, MO*

Sarah leads the Kansas City Program Management team and is a transportation and environmental planner with 19 years of experience in transit system analysis, land use planning, site design, transit feasibility analysis, and development. Her primary expertise involves planning studies, including socio-economic analysis for various types of transportation and community development projects such as transit facilities, intermodal facilities, freight plans, transportation master plans, and economic development studies. Sarah is an experienced project manager who has led various planning projects, including the Joplin Transit System Analysis. Sarah utilizes her strong communication skills to ensure that projects meet project sponsor and stakeholder needs. Sarah has a great understanding of traffic impact analysis, including access modification studies and capacity analysis. Her role as Compliance Lead will ensure all deliverables comply with federal, state, and local regulations.



Andrew Parker, AICP, Service Planning Lead *Chicago, IL*

Andrew has nearly 20 years of experience in the transportation and transit planning fields, including extensive expertise in route level planning and scheduling through multiple roles at Chicago Transit Authority (CTA) and Pace Suburban Bus. He has extensive experience using HASTUS (over five years), ARCGIS (over a decade), and the Microsoft Office Suite of programs. He has also developed a transit demand index incorporating employment, demographic information, and density in a way that aids in performing comprehensive operational analyses. Besides his transit planning experience, Andrew has been a principal planner on corridor studies, intercity bus studies, transit asset management plans, and bike and pedestrian facility assessments.

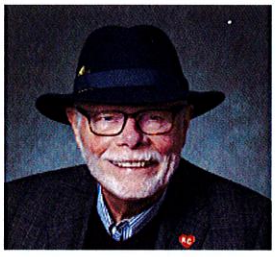


Deanne Winkelman, AICP, Public Engagement Lead *Kansas City, MO*

Deanne is a senior planner and project manager with experience in transportation and land use planning, GIS analysis, and public engagement strategies. With a background in effective communication through both technical writing and informative graphics, she selects the best engagement tools to fit the project outcome and stakeholder needs. Her personable and welcoming attitude ensures that the project team can receive quality input from individuals of all ages and abilities. Her creative thinking and willingness to try new tools also helps ensure that public engagement activities are meaningful, fun, and encourage others to become invested in the process. She has led the public engagement aspects of several planning and design projects ranging from the award-winning Monett Transportation Improvement Plan (small city), the Joplin Area Bicycle & Pedestrian Transportation Plan (regional), and the Central Texas Grade Crossing Study (statewide).

Lathrop GPM

Lathrop GPM serves a client base whose businesses form the backbone of our economy. Our clients run factories, build skylines, cure diseases, create jobs and power our world. And we work alongside them the entire way – immersing ourselves in our clients' organizations and partnering with them to understand the big picture, so we can think past the day-to-day and help our clients anticipate future challenges. From the research lab to the factory floor, from oil fields to skyscrapers – we work as one integrated team to help our clients achieve their most important objectives. Lathrop GPM was formed in 2020 through the combination of two 100+-year firms, both with strong Midwestern cores – Lathrop Gage (established in Kansas City in 1873) and Gray Plant Mooty (established in Minneapolis in 1866). Our nearly 325 attorneys practice in 11 offices nationwide, located from coast to coast – allowing us to quickly respond to clients' needs at the local, state or national levels. Clients are at the heart of everything we do. At Lathrop GPM, we help businesses, organizations, and individuals grow and succeed. Our work helps them seize opportunities, solve problems and dominate market spaces. With deep industry experience in healthcare and life sciences, franchise and distribution, agribusiness, manufacturing, and higher education, our commitment is to long-term relationships, not just transactions.



Jerry Riffel, Governance Lead *Kansas City, MO*

Jerry has a strong background working with transportation authorities and related agencies. For example, Kansas City Area Transportation Authority ("KCATA"), a bi-state agency charged with serving the transportation and development needs of the Kansas City region, is a longtime client of Lathrop GPM. Jerry has represented the KCATA on a wide variety of contract, sovereign immunity, governance, policy, legislative and inter-governmental issues that require specialty legal expertise and a broad knowledge of the governmental process in the region and in Kansas and Missouri. Jerry has partnered with KCATA staff on creating a policy and legal framework for transportation-oriented development and the traditional areas of legal services. Jerry has also grown with the KCATA during the 21st Century by providing a range of legal services that began with a bus company and is now becoming a regional force in transit with many components including Zero Fare Transit, flexible modes and routes, and the creation of transportation-oriented development.



Paul Lewis, Associate *Kansas City, MO*

Paul Lewis, a real estate lawyer who represents major corporations and individuals, is a partner in Lathrop GPM's Business Transactions group. He provides crucial advice on complicated real estate transactions, especially work emanating from mergers and acquisitions and municipal

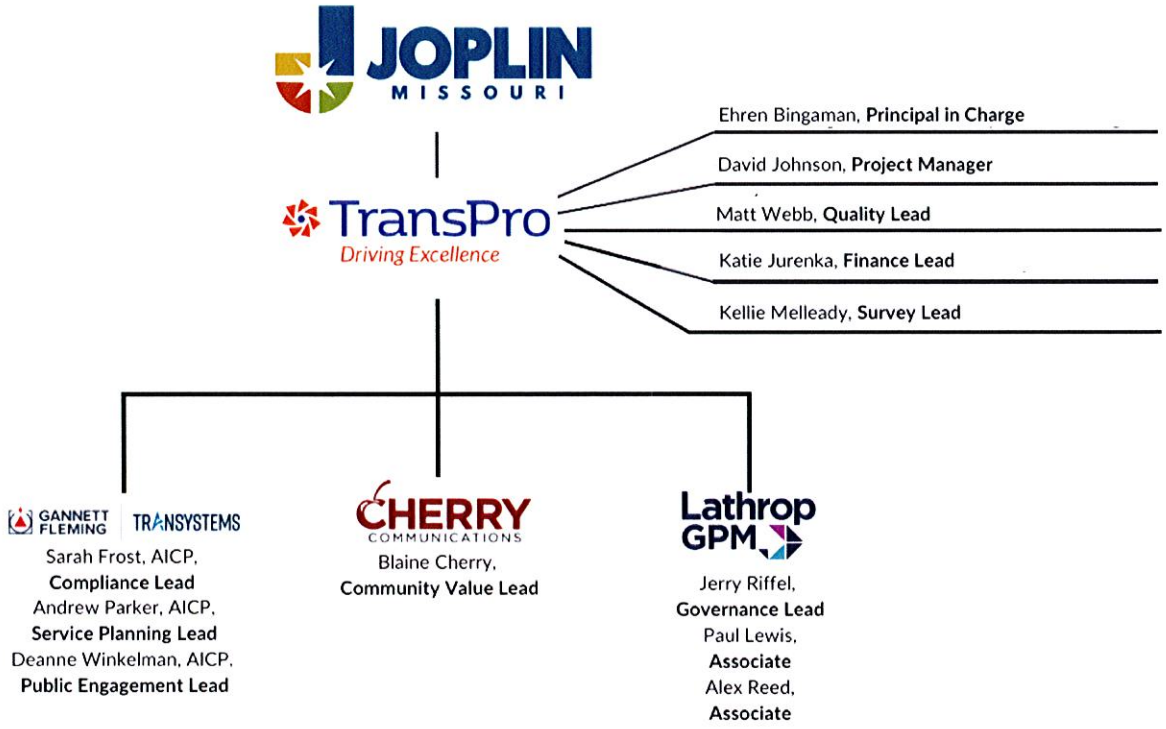
real estate work. Paul helps clients navigate the intricate world of corporate real estate transactions. He offers thoughtful legal counsel that can help clients to avoid costly missteps and preempt legal issues before they arise. When drafting or reviewing deals, Paul works to ensure that transactions adhere to regulatory compliance and are negotiate on favorable terms. He also collaborates with other Lathrop GPM counsel on tax and other legal implications. Paul plays a pivotal role in mitigating risks, safeguarding corporate interests and promoting a smooth, successful real estate transaction.



Alex Reed, Associate *Kansas City, MO*

Alex is an associate practicing in the Business Transactions Practice Group, with a focus on mergers and acquisitions, general corporate and business law, real estate and development. Alex counsels businesses on legal issues throughout the life of a business, from entity formation and governance to mergers and acquisitions, and across all facets of real estate transactions.

Project Team Org Chart



Experience

The TransPro team is uniquely positioned to assist the City in its pursuit of an independent – and improved – transit system. This is reflected in the work the team has performed within Joplin and across Missouri, with a specific emphasis on understanding, managing, and creating political subdivisions for public transportation.

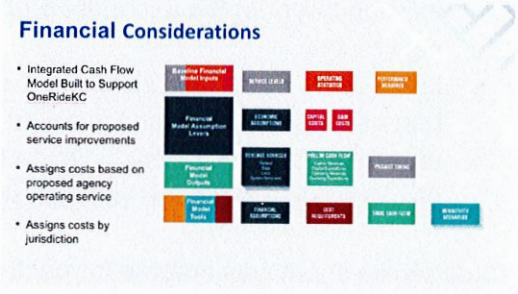
One RideKC

Beginning in March of 2021 – through our work with facilitating the agency's strategic plan – TransPro identified a need for a long-term regional transit funding strategy and created multiple outreach initiatives, a robust financial assessment, and a communications implementation plan.

TransPro worked extensively with KCATA senior management, the Board of Commissioners, and staff to guide the organization through multiple projects as part of an extension of the transit agency's strategic planning process.

TransPro In Action

TransPro facilitated a local economic analysis as an element of the One RideKC Regional Transit and Funding Plan, specifically tracking job access for transit expansion.



With our partners Parson + Associates and HNTB, we convened stakeholders throughout the region to identify transit needs and – using the existing planning work that had been done – identified transit priorities and what level of funding the agency needed to build and operate the identified projects. The results were then purposefully combined as a public outreach communications campaign, allowing the community to interact with our findings.

KCATA returned to TransPro in 2023 to build county-by-county templates for resuming funding conversations after the pandemic.

Joplin Transit System Analysis

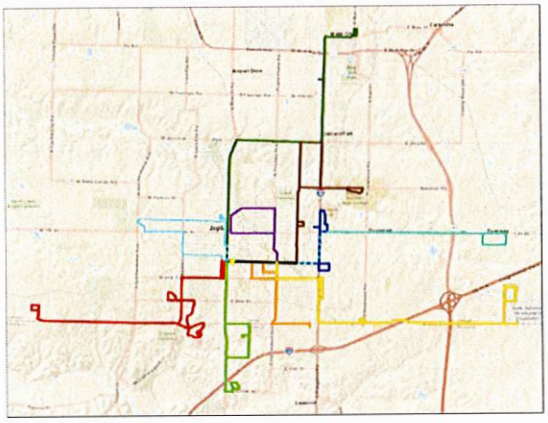
The City of Joplin initiated the Joplin Transit Comprehensive Operational Analysis (COA) with TranSystems to analyze existing transit service, conduct an alternatives analysis, and identify future service plans in the greater Joplin region. At the time, the City of Joplin operated three flex routes, known as the Sunshine Lamp Trolley, as well as demand response and paratransit service.

A market analysis provided current and projected demographic, employment, land use, and transportation choice information to plan future transit changes in the study area. The extensive information was combined to create a customized Transit Demand Index to numerically capture

and identify the greatest demand for transit service. A service analysis of the three existing flex routes also reviewed performance measures for productivity, reliability, and subsidy to understand if any routes should be modified or eliminated. In addition to the technical analysis, stakeholders were engaged to provide input during the market analysis, visioning, and alternatives phases.

Based on the analysis, short-term, mid-term, and long-term route recommendations were developed:

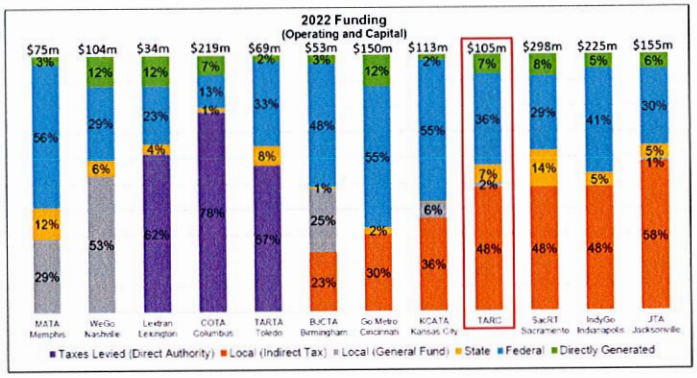
- Short-Term: Based on the performance measure analysis, the existing Green Flex Route was restructured to eliminate low-performing segments.
- Mid-Term: A new transfer facility was recommended near the geographic center of the proposed service area to serve the existing three routes and eight proposed new routes.
- Long-Term: Four route extensions are proposed to growing service areas outside of the City of Joplin. Specific route times also considered aspects such as shift times at major employers.



A route profile sheet was created for each proposed transit route that included stop information, example schedules, and estimated operational and capital costs to enable the City of Joplin to advance the recommendations. The completed study will form the basis of planning work for a new Joplin Transit Authority.

TARC Agency Assessment

TransPro assisted the Transit Authority of River City (TARC) in Louisville, Kentucky with a detailed peer review and financial analysis as they approach a "fiscal cliff" – where expenses rise faster than revenue, leading to a potential "death spiral" of service cuts and rising fares. TransPro conducted this work under a management consulting on-call contract that also included executive team workshops, performance appraisals, and project management support.



Analysis included an in-depth review of local and state operating assistance, fare revenue, labor costs, capital projects, and a communications strategy to begin engaging the public and elected officials on the choices ahead.

TARC is now engaging the public in a conversation about new revenue sources.

Approach Strategy

Our Process

The Diagnostic – Design – Delivery framework is how TransPro approaches problem-solving and optimization. TransPro understands the importance of investing limited resources in the most effective way possible. This three-phase framework provides a lens through which those competing interests can be balanced.



DIAGNOSTIC

Assessing an organization's performance and practices through one-on-one interviews, data analysis, focus groups, data collection and peer review.

DESIGN

Addressing what success looks like for the organization, constructing an implementation plan, identifying clear owners and specific timelines to ensure accountability and ownership throughout the process.

DELIVERY

Implementing the solutions uncovered in the Design phase, including staff recruitment, workforce development for agency leadership teams and employees to build a culture of ownership surrounding process changes.

Task 0: Project Management

TransPro will provide project management support necessary to deliver the following tasks and assigned deliverables. TransPro will coordinate virtual bi-weekly project management reviews with the City's project management team (PMT) members of each task. TransPro's project manager Mat Webb will ensure quality control and budget/schedule compliance.

Deliverables:

- Project schedule
- Biweekly meeting notes

- Council project status updates (as needed)

Quality Commitment

One additional component of our project management approach is a commitment to quality. TransPro understands that the City's time is valuable. One of the ways we demonstrate our value for your time is through our three (3) step quality management process that ensures:

Our best thinking. The first step in TransPro's quality review process is a thought partnership review that challenges the thinking of our team. We proactively look for ways to ask each other thoughtful questions that deliver insightful solutions to our clients.

Clean and clear content. The second step of TransPro's quality review process is a copy edit and design review to ensure that any draft of any deliverable submitted to the City is "client ready." This includes progress drafts because we value your time and also understand that anything submitted to the City can become part of the public record. It's important to our team that the City is focused on the substance of a matter.

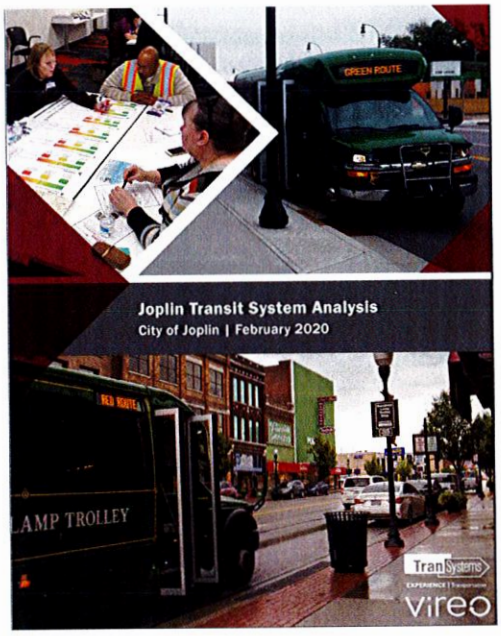
The project manager OWNS it. At TransPro the project manager is the final voice on anything delivered to our partners – in addition to being your trusted advisor throughout the process. This step is our commitment that the leadership of the team supporting your success has full visibility and ownership of the work products submitted to the City. If there are issues, challenges or concerns -- the project manager is your single point of contact. The City has our commitment that the project manager is engaged and leading every step of the way.

Task Breakdown

Diagnostic Phase

Task 1 - Assess Current Conditions & Define Success

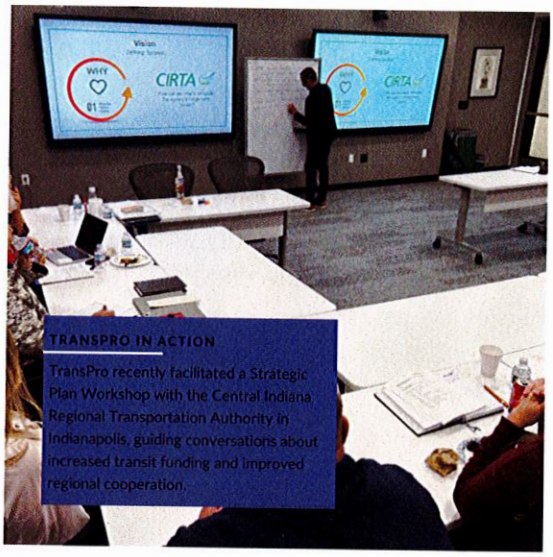
Given the TransPro team's history with Joplin's transit system, a review of the program will be quick and thorough – starting with the Joplin Transit System Analysis authored by TranSystems. However, given recent struggles with staffing and service delivery during the pandemic, the team will take a fresh approach to engaging staff and stakeholders while updating our existing understanding of the program. This will include one-on-one interviews with Public Works and transit



operations staff who have first-hand experience with recent challenges.

TransPro will then conduct a peer benchmarking review of transportation authorities in Missouri, including the legislative and revenue strategies used for each.

With a new baseline established, TransPro will convene an internal working group made up of key staff and elected officials to guide the project through to completion. One of the first steps is to convene this group for an on-site workshop to define the Success Outcomes for transit in the City of Joplin. This definition of success will guide the consultant team throughout the interim phases to ensure the recommendations meet everyone's expectations.

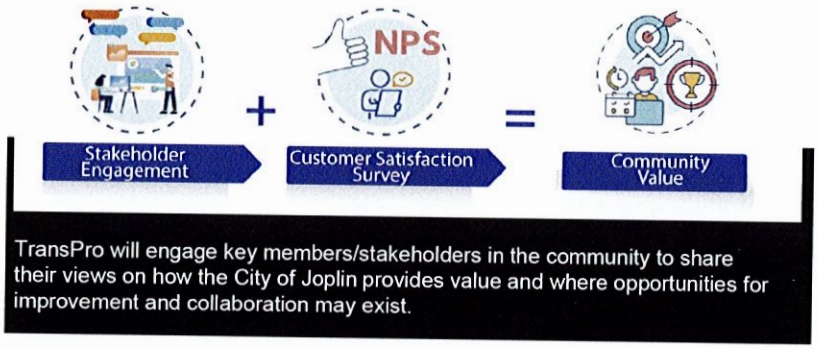


***Lead** - TransPro | **Assist** - TranSystems*

Deliverables:

- Success Definition Workshop
- Existing Conditions Report

Design Phase



Task 2 - Develop Public Engagement Plan

Our planners and public engagement specialists work closely with the City to meet public involvement needs. With backgrounds in effective communication through both technical writing and informative graphics, our team selects the best engagement tools to fit the project outcome and stakeholder needs. Depending on the project type, coordination may include adjacent property owners, area stakeholders, utility companies, multiple layers of government agencies, and the general public. Our team is skilled in crafting communication lists, press releases, flyers, and exhibits to convey technical information into an easy-to-digest format. We will tailor the Public Engagement Plan to each unique project to ensure activities and outreach methods are meaningful and encourage others to become invested in the process.

Our approach to community engagement for design projects is multi-faceted and includes

coordination with other government entities, key stakeholders, and the public. One-on-one or small group coordination meetings are frequently held throughout the project to keep governmental partners and key stakeholders in the area informed throughout the process. Open-house style public meetings provide the greater community with the ability to provide input on recommended improvements and ask questions related to potential impacts and construction phasing. To expand outreach to residents, businesses, and visitors, our project team will also coordinate with the client to develop digital content for a project website. Our team anticipates questions and issues – particularly related to maintenance of traffic – and works hard to increase public awareness to avoid surprises as the project approaches construction.

TransPro will also develop a statistically valid Community Value Survey that will help align the new Joplin Transit Authority with the broader public's definition of success for transit in the City – specifically key stakeholders that will be interviewed during the Diagnostic Phase. It will help identify transit needs and opportunities from both the rider and non-rider perspectives since both may contribute to funding the system. TransPro will develop the Community Value Survey instrument for City staff to review, distribute the final version to a random sample of potential respondents, and compile the findings.

Team member Cherry Communications will administer the surveys using a proven mixed-mode methodology that maximizes the representativeness of the survey and increases response rates. This will include telephone surveys conducted using both cell phone and landline telephone numbers, as well as web panel surveys. TransPro has partnered with Cherry Communications on more than 15 different community value surveys, and they have proven to bring in-depth experience in scientific polling and the best available technology to administer the surveys in a manner that ensures statistical validity to each of the engagements that we have partnered together.

***Lead** - TranSystems | **Assist** - TransPro, Cherry Communications*

Deliverables:

- Community Outreach & Communications Plan
- Community Value Survey & Results Presentation (up to 3)



"TransPro are the leaders you want on your team! They truly are experts and have firsthand experience on so many topics that effect the transportation industry. Working with our agency by evaluating and redesigning our unique bus model it was evident that we hired the right leaders to assist us with our challenges as my project lead went through similar challenges himself in another city. Thank You TransPro for hiring the best talent to provide us with the resources we need"

Jennifer Gebhard, Executive Director, CIRTA

Task 3 - Develop Feasibility Assessment

Guided by the Success Outcomes from Task 1 and the input received from Task 2, the TransPro team will deliver a draft and final Feasibility Assessment for a new Joplin Transit Authority. This assessment will include options and recommendations on:

- **Governance Structure** – If a new authority is created, what is the statutory boundary and who should be on its board? How are appointments made? What legislative steps are required to advance a new authority and how will the political climate in Jefferson City affect the expected outcome? Can existing statutes – like those for Transportation Development Districts or County Transit Authorities – be leveraged to avoid a lengthy or costly legislative effort?
- **Service Delivery Model** – Joplin's transit service today is directly operated, but that's not the only option. The transit industry has many options for contracting out the management, operations, and maintenance of transit systems. The TransPro team is currently evaluating such options for the City of Memphis in an effort to transform their transit authority in the midst of a fiscal crisis.



TransPro In Action:MATA

The City of Memphis engaged TransPro Consulting to assess the operations and financial conditions of the Memphis Area Transit Authority (MATA). The assessment includes initial recommendations intended to stabilize conditions at MATA that are affecting MATA's customers.

- **Service Plan** – Much about transit has changed since the pandemic: Ridership, demographics, operating costs, local funding. Finding the right mix of service that meets the Success Outcomes defined early in the project will be critical in advancing specific transit services – as the TransPro team has done in Sarasota, Florida; Indianapolis, Indiana, and New Hanover County, North Carolina.
- **Funding Levels** – Based on the above items, funding levels will need to be estimated for delivering service over a sustained period of time. Like many municipal services, transit operations continue on, regardless of utilization levels. Our work with KCATA in Kansas City and TARC in Louisville, Kentucky best reflect our team's ability to create realistic funding strategies.

***Lead:** TransPro | **Assist:** Lathrop GPM, TranSystems*

Deliverables:

- Joplin Transit Authority Feasibility Assessment

Task 4 – Develop Revenue Recommendations

Based on the Feasibility Assessment in Task 3, the TransPro team can now define what revenue sources will be needed to support implementation of the new Joplin Transit Authority. The TransPro team will identify potential revenue streams, as well as the legislative requirements for each, then calculate the rates that will support the recurring funding levels identified in the Assessment.

***Lead:** TransPro | **Assist:** TranSystems*

Deliverable:

- Joplin Transit Authority Revenue Report

Deliver Phase

Task 5 – Develop Implementation Plan

Based on the approved Feasibility Assessment and Revenue Recommendations from Tasks 3 and 4, the TransPro team will deliver a detailed and actionable implementation plan that stakeholders can use to create, fund, and operate a new Joplin Transit Authority. The plan will include:

- **Legislative Strategy** – How an authority and its revenue sources is approved. If the City can avoid pursuing new legislation in Jefferson City, the transition to a new Joplin Transit Authority could come sooner.
- **Governance Documents** – Bylaws, district boundary, board makeup and appointment process. Foundational documents that are necessary for a new Joplin Transit Authority.
- **Startup Capital Plan** – Vehicles, facilities, technology, passenger amenities. If new services or fleet upgrades are required, the TransPro team can help identify costs and federal funding opportunities like we're doing for Toledo's transit authority in developing their 5-year Capital Improvement Program.
- **Initial Route Structure** – Fixed and flexible services, including those that meet complementary ADA requirements – an extension of the work TranSystems completed for the City in 2021.

TransPro in Action

CIRTA Workforce Connectors Study

TransPro Project Manager David Johnson worked with CIRTA to evaluate service and funding alternatives for two existing commuter routes serving industrial parks in Plainfield and Whitestown, Indiana. The project included assessing the existing special districts, recommending service changes, and developing an implementation plan.



- **Operations Scope of Work** – For contracted or directly operated service delivery models, the City can trust that TransPro has direct experience in all of the above and can provide insight into the best choice for a Joplin Transit Authority.
- **5-Year Operations Budget** – All the revenue and expenses for the initial 5-year period of the new authority, which will aid decision makers in funding and governance discussions.

Lead: *TransPro* | ***Assist:*** *TranSystems + Lathrop GPM*

Deliverable:

- Joplin Transit Authority Implementation Plan

Timeline

The TransPro team proposes to complete all deliverables within the 12 months requested in the RFP, including three phases of community outreach aligned with the completion of major deliverables. The timeline below assumes a Notice to Proceed (NTP) in November 2024.

Task / Month	Dec. 2024	Jan. 2025	Feb. 2025	March 2025	April 2025	May 2025	June 2025	July 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025
Task 0 - Project Management												
Task 1 - Assess Current Conditions & Define Success												
Task 2 - Develop Public Engagement Plan				★				★			★	
Task 3 - Develop Feasibility Assessment												
Task 4 - Develop Revenue Recommendations												
Task 5 - Develop Implementation Plan												

★ *Community Outreach Events*

References

Kansas City Area Transportation Authority (KCATA)

Projects: One RideKC (TransPro), Project Management & Planning On-Call Services (TranSystems), Legal Services (Lathrop GPM)
Key Personnel:

- Ehren Bingaman (TransPro)
- Sarah Frost (TranSystems)
- Jerry Riffel, Paul Lewis (Lathrop GPM)

Contact: Dick Jarrold, Deputy CEO
Email: djarrold@kcata.org
Phone: 816-346-0356

City of Joplin, Missouri

Project: Joplin Transit System Analysis (TranSystems), Joplin Area Bicycle & Pedestrian Transportation Plan
Key Personnel:

- Sarah Frost, Deanne Winkelman Andrew Parker

Contact: Robert Lolley, Transportation Planner
Email: RLolley@Joplinmo.org
Phone: 417-625-4793, Ext. 1514

Toledo Area Regional Transportation Authority (TARTA)

Projects: Capital Improvement Plan, Performance Management Services, Strategic Planning (TransPro)
Key Personnel:

- Ehren Bingaman, Matt Webb, David Johnson, Katie Jurenka

Contact: Laura Koprowski, Chief Executive Officer
Email: lkoprowski@tarta.com
Phone: 419-243-7433

Transit Authority of River City (TARC)

Project: Management Consulting Professional Services - IDIQ (TransPro)
Key Personnel:

- Ehren Bingaman

Contact: Rob Stephens, Chief Operating Officer
Email: rstephens@ridetarc.org
Phone: 502-612-1053

Cost Proposal

TransPro proposes a fixed fee of $304,859.52, inclusive of all expenses.

The pricing offered above is valid for 90 days. The project will be invoiced in twelve (12) monthly payment(s) of $25,404.96, with the first invoiced at notice to proceed (NTP), with payment due 30 days from date of invoice.

If the project extends beyond the proposed schedule (due to no fault of TransPro), TransPro will continue to work with the City of Joplin until the tasks outlined have been completed; however, the invoicing and payment terms remain as stated.

All documents, presentations, etc. are provided in digital format and printed copies, as requested in the RFP.

This proposal includes twenty (20) on-site visits for up to six (6) staff members. If additional on-site work is requested, it will be billed at $3,500 plus expenses.

TransPro
Driving Excellence

RESUMES





CONTACT

david.johnson@transproconsulting.com

Kansas City, MO

EDUCATION

UNIVERSITY OF KANSAS,
Bachelor of Science, Journalism

EMPLOYMENT HISTORY

2022-Present
TransPro Consulting | Sr. Project Leader

2017-2022
Kansas City Area Transportation Authority | Vice President, Planning | Chief Strategy Office Project Manager

2016-2017
TranSystems Corporation | Industry Specialist

2007-2015
Pinsight Media+ | Project Manager | Quality Assurance Engineer

AREAS OF EXPERTISE

- Strategic Planning
- Transit Planning
- Microtransit
- Customer Service
- Mobility as a Service
- Mobile App Development
- Micro Mobility Integration
- Procurement

AFFILIATIONS

- Kansas City Streetcar Authority
- Missouri Public Transit Association
- Kansas City Regional Transit Alliance
- Main Street Rail TDD
- City of Kansas City Vision Zero Task Force

DAVID JOHNSON

PROJECT MANAGER

TransPro
Driving Excellence

David Johnson is an experienced project manager focused on bridging technology and transportation to ensure public agencies can remain nimble and adapt as the industry continues to evolve – particularly in microtransit, Mobility as a Service, and customer information systems. David has also been a leader in transit and safe streets advocacy, steering elections to fund one of the nation's most successful modern streetcar systems and serving on the city's Vision Zero Task Force.

REPRESENTATIVE EXPERIENCE

UT-Batelle / Oak Ridge National Laboratory: Transit Planning Support – Oak Ridge, TN
Providing transit planning and subject matter expertise to the private operator of a federal research facility in need of a new intracampus transit system.

Bay Area Transportation Authority: Strategic Plan Refresh – Traverse City, MI
Led the strategic plan refresh for the Traverse City transportation authority, including updated mission, vision, values, and work plan. Facilitated board workshop and oversaw production of the refreshed plan document.

Bay Area Transportation Authority: Microtransit Fare Study – Traverse City, MI
Evaluated existing and planned microtransit services for fare changes to be implemented with the rollout of expanded service. Compared peer fare structures and decision-making processes across the US.

Rock Island County Metropolitan Mass Transit District (MetroLINK): Cybersecurity Policies and Procedures – Moline, IL
Provided process and quality control support for a cybersecurity assessment at one of the Quad Cities transit agencies.

Central Indiana Regional Transportation Authority: Workforce Connectors Study – Indianapolis, IN
Served as Project Manager for a study evaluating service and funding alternatives for two existing commuter routes serving industrial parks in Plainfield and Whitestown, Indiana. The project included assessing the existing special districts, recommending service changes, and developing an implementation plan.

DAVID JOHNSON
PROJECT MANAGER

TransPro
Driving Excellence

REPRESENTATIVE EXPERIENCE

Westchester County: Operations & Maintenance RFP Development and Contract Award Consulting Services – White Plains, NY
Leading the O&M procurement of the Bee-Line Bus system in Westchester County, NY. Performed peer analysis, operations assessment, legal review, RFP development, contract negotiation, and overall procurement support for the County's largest contract. Revised approach included new performance-based contract tied to customer priorities.

Mecklenburg Transportation System: Transportation Planning Consultant Services – Charlotte, NC
Served as Deputy Project Manager and Task Lead for an assessment of the County's non-emergency medical transportation (NEMT) system. Led tasks for peer benchmarking and vendor contract RFP development, while supporting the Project Manager with final recommendations to MTS leadership, the County Manager, and executive team.

Kansas City Area Transportation Authority: Strategic Plan – Kansas City, MO
Served as Chief Strategy Officer overseeing development of Mobility Momentum 2021, a three-year strategic plan to modernize the agency and prepare operations for regional investment. The plan was a key component in the agency receiving the 2022 Midsize Agency of the Year from the American Public Transportation Association.

KCATA: RideKC Next – Kansas City, MO
Project Manager and executive owner overseeing the development and implementation of a bus network redesign in partnership with Jarrett Walker + Associates and TransPro. After multiple pandemic delays, the plan is being rolled out in phases (including new microtransit zones and fixed route alignment changes).

Kansas City Streetcar Authority – Kansas City, MO
Governance task force participant and founding board member for the nonprofit that operates the city's modern streetcar system. Key contributions include coordinating multiple special district elections for the 2-mile starter line and subsequent 3.5-mile extension, as well as contributing to the operating schedule and O&M procurement during initial startup. Chair of the Operations Committee, which oversees operational policy and service planning.



CONTACT

ehren.bingaman@transproconsulting.com

Indianapolis, IN

EDUCATION

BALL STATE UNIVERSITY,
Bachelor of Science, Political Science and Environmental Design

HARVARD UNIVERSITY, JOHN F. KENNEDY SCHOOL OF GOVERNMENT, EXECUTIVE EDUCATION - DRIVING GOVERNMENT
Performance Certificate

EMPLOYMENT HISTORY

2019-Present
TransPro Consulting | Managing Principal

2015-2019
HNTB Corporation | Director of Transportation Planning | Planning and Project Development Manager

2007-2013
Central Indiana Regional Transportation Authority | Executive Director

2004-2007
Fort Harrison Reuse Authority | Executive Director

AREAS OF EXPERTISE

- Strategic Planning
- Master Planning
- Transit Planning
- Organizational Development
- Talent Search and Development
- Performance Management
- Organizational Optimization
- Strategic Communication
- Transportation Demand Management

AFFILIATIONS

- American Public Transportation Association
- Indiana Transportation Association
- Ohio Public Transportation Association

EHREN BINGAMAN

TransPro
Driving Excellence

PRINCIPAL IN CHARGE

Ehren Bingaman is a passionate executive leader driven to improve lives and communities through collaboration and high performing organizations. A results-oriented public manager, Ehren has helped organizations achieve breakthrough results in the public, private, and nonprofit sectors.

REPRESENTATIVE EXPERIENCE

UTA: Strategic Plan – Salt Lake City, UT
Principal in Charge of collaborating with the full time Trustees and Executive Director, TransPro developed a new approach to UTA's goals and priorities. The process required an amalgamation of existing strategic priorities and the development of an outcomes focused strategic plan in the paradigm of a new governance model. The strategic plan provided UTA with a renewed focus to improve relationships with elected officials and serve customers with excellence.

TARC: Strategic Plan – Louisville, KY
Principal in Charge supporting the development of an organizational strategic plan for the largest transit agency in Kentucky. The process identifies success and key performance indicators for an agency in the midst of change and rebuilding its brand in the community. Also supporting the development of organizational alignment recommendations to assure that TARC is organized to deliver on its new definitions of success.

KCATA: Strategic Plan – Kansas City, MO
Project manager for an update to KCATA's strategic plan. Following work previously completed by TransPro, KCATA reengaged TransPro to develop another 3 year strategic plan. As project manager, Ehren has led development of programing, workshops, facilitation, and driven the team in the definition and development of the outcomes, key performance indicators, organizational performance scorecard, and work plan of tactics.

RTD: Strategic Plan, Project Manager – Denver, CO
Project manager for the development of a strategic plan for one of the largest transit agencies in the United States. Supporting the new CEO, Ehren led the team that navigated an elected board and set the stage for the CEO's vision of organizational transformation. The process engaged the board, stakeholders, and the executive management team in the development of mission, vision, values, success outcomes, and performance scorecards. The project was completed in just under four months with the finale of unanimous board approval.

EHREN BINGAMAN
PRINCIPAL IN CHARGE

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REPRESENTATIVE EXPERIENCE

MATA: Blue Ribbon Commission – Memphis, TN
Senior advisor providing thought leadership and workshop facilitation to a Blue Ribbon Commission of business and civic leaders in the Memphis region. The Commission was empaneled by the CEO to advise MATA forward on a preferred operating model, following turnover in the agency's contracts. Ehren contributed industry insight, communications strategy, analysis, and development support to operating models and the change management strategy to support MATA's long-term success.

Toledo Area Regional Transit Authority – Toledo, OH
Program Manager for multiple work orders providing strategic planning, operations, organizational development, customer experience, technical capacity, and human capital development. Projects include the development of a near-term strategic plan, safety and security plans, a new organizational model, business process efficiency and compliance, and project management for comprehensive operational analysis.

Wave Transit – New Hanover County / Wilmington, NC
Principal in charge and senior technical advisor to a two-phase project assessing opportunities for service and administrative optimization of the transit system serving New Hanover County, NC. The process identified over $1 million in efficiencies and approved a board-adopted recommendation to realign service to meet market demand while introducing new, demand response mobility concepts. The outcome will save New Hanover County taxpayers over $1 million per year via operational efficiencies.

Sarasota County Area Transit – Sarasota, FL
Planning lead for Sarasota County Area Transit's network redesign. This initiative identified a 42% reduction in inefficient service, while retaining 93% of transit ridership. Introduced a new county-wide demand response service that improves freedom, choice, and mobility for Sarasota County residents. Led the development of a financial model and planning approach for network redesign.

Fulton County, GA
Planning lead for the Fulton County Transit Plan, which developed alternatives and scenarios for transit expansion in North and South Fulton County. Project utilized a spreadsheet-based financial model to assess funding options, feasibility, and scenario development to provide Fulton County local elected leaders with resolution on an approved transit vision plan. Recommendations were unanimously adopted by the Fulton County Board of Commissioners and are the focal point for transit funding expansion initiatives. Recommendations included fixed route, high capacity, paratransit, and modeling of new mobility solutions for door-to-door demand response services.

Regional Transit Authority of Southeast Michigan – Detroit, MI
Project manager for the development of the 2016 regional master transit plan for Southeast Michigan. The project included a robust four county public engagement program, scenario development, transit and financial planning leading to the adoption of Southeast Michigan's first regional transit plan. The award-winning plan provided the region with a realistic path to truly integrated regional transportation serving metro Detroit.

Central Indiana Regional Transportation Authority – Indianapolis, IN
Chief executive of the Central Indiana Regional Transportation Authority, Bingaman led and developed a coalition of public and private sector partners to create new funding legislation for transportation funding in Indiana. As the agency's first executive, Bingaman drove the development of agency protocols and procedures, funding and grant compliance, strategic plans, key performance indicators, and completed every year with a budget surplus. A proven executive leader, Bingaman completely transformed organizational culture helping CIRTA emerge as the premier regional transportation agency in Indiana.



CONTACT

matt.webb@transproconsulting.com

Williamston, MI

EDUCATION

MICHIGAN STATE UNIVERSITY
Bachelor of Science, Resource Development

EMPLOYMENT HISTORY

2021-Present
TransPro Consulting | Consulting Practice Lead
2020-2021
HNTB Corporation of Michigan | Deputy Program Manager
2018-2020
RTA of Southeast Michigan | General Manager
2017-2018
CDM Smith Michigan | Client Service Lead
2012-2017
HNTB Corporation of Michigan | Michigan Transit Leader
2001-2011
Michigan Department of Transportation
1999-2001
Wilbur Smith Associates

CERTIFICATIONS

American Institute of Certified Planners, 2001

Master's Certificate in Project Management, George Washington University School of Business and PublicManagement, 2004

AREAS OF EXPERTISE

- Strategic Planning
- Project Management
- Program Management
- Transportation Planning
- Stakeholder Engagement
- Customer Sat. Surveys
- Community Value Surveys

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MATT WEBB

QUALITY LEAD

Matt Webb is a passionate transportation leader who always strives to bring thought leadership and value to his clients and the communities he serves. During his career, he has worked for both private and public agency interests and has delivered a wide range of transportation and feasibility studies as well as transit (FRA & FTA) and highway (FHWA) projects. Matt has also led multiple owner's representative programs, including the M-1 RAIL streetcar project in Detroit.

REPRESENTATIVE EXPERIENCE

GoTriangle Strategic Plan, Raleigh, NC
Served as Project Manager for the development of a comprehensive update to GoTriangle's 5-year strategic plan. Coordinated with the Executive Leadership Team, Board of Directors and key stakeholders to facilitate a series of workshops that led to the updating of their mission, vision, success outcomes and a comprehensive five-year workplan designed to support their vision of being the region's trusted mobility partner.

TARTA Capital Improvement Plan, Toledo, OH
Principal-in-charge where I supported the development of TARTA 5-year CIP working with the leadership team to prepare both a roadmap for future investment but also an organizational process improvement related to installing a call for projects coordinated with TARTA's annual budget cycle.

MTA Flint Fixed Route Study, Flint, MI
Supported the SRF Consulting team during the comprehensive operational analysis of MTA's fixed route system which hasn't been modified in more than a decade. Provided engagement and facilitation support working with key stakeholders, MTA's leadership team and the Board of Directors. Also conducted focus group sessions with MTA operators and customers to obtain their feedback on system improvements that should be incorporated into the final recommendations.

Denver RTD Manager & Supervisor Training, Denver, CO
Developed curriculum and delivered leadership development training for more than 400 Manager and Supervisors at RTD in Denver, Colorado. The curriculum was developed specifically to address identified needs at the agency and to support RTD's strategic priorities. The six-module program was developed to grow RTD's technical competencies as well as the softer leadership skills for middle management. Course training offerings focused on Growing Leaderships Skills and Getting the Most Out of RTD Teams.

MATT WEBB

QUALITY LEAD

TransPro
Driving Excellence

AFFILIATIONS

- American Council of Engineering Companies
- American Planning Association
- Michigan Association of Planning
- American Public Transportation Association
- Michigan Public Transportation Association

REPRESENTATIVE EXPERIENCE

Mountain Line 101 Training & Employee Engagement Survey:
Developed curriculum and delivered leadership development training for approximately 100 employees of Mountain Line in Flagstaff, AZ. This training opportunity was built around a curriculum that highlighted the agency's new mission, vision and values as well as encouraged them on how to think about how their individual roles contributed to success. Matt served as the Project Manager for the delivery of an agency wide employee engagement survey that TransPro facilitated in 2023.

Denver RTD Strategic Plan Update:
Serving as project manager in partnership with the Denver RTD Leadership Team to update and refresh the agency's strategic plan adopted in 2021. Facilitated a workshop with the Leadership Team and developed updated organizational success measures and tactics based on 2022 customer satisfaction and community value data collected by the agency.
The Bay Area Transportation Authority Strategic Plan: Served as project manager/facilitator in supporting BATA in Traverse City, Michigan update its strategic plan. Scope of work included facilitation of a workshop with the Leadership Team and the Board of Trustees to help develop their updated mission, vision, values and success outcomes.

UTA Board of Trustee Strategic Plan Facilitator:
Served as project manager/facilitator in supporting the Utah Transit Authority update its 2030 strategic plan consistent with state statute. Efforts involved facilitating two workshops with the Board of Trustees and Executive Leadership Team to help develop their updated mission, vision and success outcomes.

Cherriots Strategic Plan Update:
Project Manager for the development of a strategic plan update for the Salem Area Transit District in Salem, Oregon. The Strategic Plan update involved completing discovery interviews with the Executive Leadership Team, Board of Directors, and key Community Stakeholders. The focus of the strategic plan revolved around the following success outcomes; enhancing community value, improving customer satisfaction, creating a culture of ownership and assuring financial sustainability as the agency prepares for becoming a mobility integrator across the Willamette Valley region. Matt also oversaw an Employee Engagement Survey.

TARTA Performance Management Services:
Served as PM for the development of performance management services including support of TARTA's 2022 performance management success outcomes linked to TARTA's Strategic Plan adopted in 2021. Facilitated an executive leadership team workshop that resulted in the development of 2022 priority tactics for TARTA's seven divisions. Matt supported strategic communications planning efforts around a regional ballot initiative that passed in November 2021. He also coordinated customer satisfaction and employee engagement data collection efforts to support performance metric development.

OnHand Coordinated Human Services Plan (August 2019 – April 2020)
RTA Project Manager for the development of the region's first Coordinated Human Services Transportation Plan for the region.

Southeast Michigan Regional Master Transit Plan.
Served as Project Manager for the development of a Regional Master Transit Plan (RMTP), which will serve as the roadmap for the authority's decisions that will guide the region's transit future, including coordinating and enhancing existing services and delivering rapid transit as a new service.



CONTACT

katie.jurenka@transproconsulting.com

New York, NY

EDUCATION

RUTGERS UNIVERSITY, Bloustein School of Planning & Public Policy, Master of City & Regional Planning

MACALESTER COLLEGE, Bachelor of Arts, Geography and Urban Studies

EMPLOYMENT HISTORY

2019-Present

TransPro Consulting | Sr. Project Analyst

2018-2019

Corporation for Supportive Housing | Research Assistant

2016-2018

TKDA | GIS and Planning Analyst

2015-2016

Metropolitan Council, Green Line Extension Project | ROW Intern

AREAS OF EXPERTISE

- Data Analysis
- Geospatial Analysis
- Financial Analysis

KATIE JURENKA

FINANCE LEAD

TransPro
Driving Excellence

Katie Jurenka is a project analyst with experience harnessing data to produce insights for public sector organizations. She has experience managing and analyzing geospatial data, conducting qualitative and quantitative research, and creating compelling visualizations. Previously, Katie helped innovate transportation and land use planning processes by creating interactive geospatial tools and techniques. At TransPro, Katie has contributed geospatial analysis and visualization to network redesign and corridor studies, establishing existing conditions and drafting alternatives, as well as providing support for customer satisfaction, performance measurement, and strategic planning projects.

REPRESENTATIVE EXPERIENCE

CIRTA: Workforce Connectors Study

Katie is currently evaluating CIRTA's Workforce Connectors, two bus routes that connect IndyGo routes with job sites in Plainfield and Whitestown EIDs. This project includes projecting EID revenue, identifying additional revenue sources, establishing existing conditions in the EIDs, including land use, new development, connectivity, and more, developing service alternatives that consider cost, procurement, contracting and regional coordination.

Westchester County: Operations and Management RFP

Katie is providing administrative support, including developing schedules and reviewing documents.

CDTA: Community Stakeholder Outreach and Survey

Katie helped execute 20 interviews with stakeholders in the Capital Region to better understand their priorities for mobility and the value they experience in CDTA. The stakeholder engagement helped inform a survey instrument that will be distributed community-wide.

BATA: Strategic Plan and Fare Study

Katie is currently supporting the development of BATA's Strategic Plan. In addition to the Strategic Plan, TransPro was engaged to conduct a fare study for BATA's new on-demand service. Katie identified peers with similar on-demand services and large service areas, and with a variety of fare structures.

Mecklenburg County, NC: NEMT Planning Study

Katie supported the Non-Emergency Medical Transportation planning study for Mecklenburg Transportation System (MTS), including benchmarking against peers, developing an organizational and operational analysis and reviewing MTS policies.

City of Greensboro, NC: Community Value Survey

Katie developed a community value survey instrument, coordinated execution and analyzed results. She developed a report combining survey visualizations and insights with key themes from other stakeholder engagement activities and listening sessions. By understanding the key priorities of the community, the report helped the City of Greensboro align on success outcomes.

KATIE JURENKA
FINANCE LEAD

TransPro
Driving Excellence

REPRESENTATIVE EXPERIENCE

Salem Cherriots: Strategic Plan and Employee Engagement Survey
Katie is supporting the development of Cherriots' Strategic Plan, working with the agency to develop an organizational scorecard and tactics. As part of the strategic planning process, Katie supported the development, execution and analysis of an Employee Engagement survey, which helped Cherriots leadership better understand the concerns and priorities of their workforce. The survey also provided a baseline employee engagement score, a key outcome on Cherriots' organizational scorecard.

VIA: Community Value Survey
Katie led analysis for VIA's Community Value Survey, which gauged the San Antonio community's perception of the transit agency. She ensured demographic data was representative of the San Antonio metropolitan area, and produced visualizations and insights to help VIA understand community perception of the agency, including key strengths and areas of opportunity.

Kansas City Area Transportation Authority: One RideKC Funding and Transit Plan
Katie supported the planning activities for a regional transit and funding plan, including developing scenarios using geospatial analysis and techniques.

Livingston County, NY: Mobility Management Strategy
As a project analyst, Katie led efforts to develop a mobility management strategy for a county in upstate New York. The effort included stakeholder engagement with county departments and providers, existing conditions and needs assessment analysis, and developing recommendations based on national best practices and peer benchmarking.

Charlotte Area Transportation System: Performance Management and Surveys
Katie leads the development, calculation, and quarterly reporting for performance scorecards, including setting performance goals and prioritizing metrics. She also assists CATS in developing metrics, workplan, and information systems. Along with CATS' scorecard and tactics, Katie supports the development and execution of community value, employee engagement, and customer satisfaction surveys. After execution, Katie develops visualizations and insights to help CATS better understand their workforce, community and customers. Results from each survey inform CATS' metrics and workplan.

Lane Transit District: Strategic Plan
Katie supported the Lane Transit District's strategic business plan development by refining tactics and creating metrics to include on department scorecards.

Sacramento Regional Transit: Stockton Boulevard Corridor Analysis
Katie supported a corridor planning project for SacRT through longitudinal demographic and ridership analysis. As part of this project, she prepared GIS maps and written summaries of data trends. She also supported best practices research and development of recommendations to support identification of high-capacity transit projects for the corridor.

Wave Transit / New Hanover County, NC: Network Redesign
Katie was the lead analyst for the Wave Transit network redesign project, which included conducting stakeholder interviews, reviewing budgets, transportation development plans and interlocal agreements, conducting peer benchmarking analysis, and developing scenarios based on current and future ridership, demographic characteristics, and employment clusters.

Sarasota County Area Transit: Network Redesign
Katie supported planning efforts for SCAT's network redesign work, including analyzing demographic data, creating route-level productivity and cost profiles, and developing scenarios based on demographics, land use, and employment centers.



CONTACT

kellie.melleady@transproconsulting.com

Phoenixville, PA

EDUCATION

ST. JOSEPH'S UNIVERSITY
Master of Business Administration

WEST CHESTER UNIVERSITY
Bachelor of Science, Business and Public Affairs

EMPLOYMENT HISTORY

2021-Present
TransPro Consulting | Survey Lead

2016-2021
United Safety and Survivability | Inside Sales Account Manager

203-2015
Goldberg & Muth Law Firm | Legal Assistant

AREAS OF EXPERTISE

- Customer Experience
- Community Value
- Employee Engagement
- Results Analysis
- Project Management

KELLIE MELLEADY

CUSTOMER SURVEY LEAD

TransPro
Driving Excellence

Kellie Melleady is a highly motivated and results-driven professional with extensive experience in customer experience management. Through her experience she has gained in-depth knowledge of customer experience best practices, methodologies, and tools, with a commitment to staying updated with the latest industry trends. Kellie finds immense joy in working with transit agencies nationwide to improve experiences using real data to drive actionable outcomes. She is skilled in project management and prides herself in her ability to lead cross-functional initiatives and drive them to successful completion.

REPRESENTATIVE EXPERIENCE

Kellie has managed the methodology, survey creation, on-site execution, and analysis of surveys for:

TriMet, Portland, OR
Customer Satisfaction on Fixed Route, Rail & Paratransit – 4/2024
Fare Evasion – 3/2024, 6/2024

Regional Transportation Commission of Southern Nevada (RTC)
Customer Satisfaction on Fixed Route, Paratransit, On-Demand – 6/2022 & 5/2024

Toledo Area Regional Transit Authority (TARTA)
Customer Satisfaction on Fixed Route & TARPS – 3/2022, 9/2022 & 4/2024
Fare Survey – 9/2022

Capital District Transit Authority (CDTA), Albany, NY
Customer Satisfaction on Fixed Route & Paratransit – 6/2022 & 1/2023, 9/2023
Community Value – 6/2023
Workforce Assessment – 1/2024

Charlotte Area Transit System (CATS)
Customer Satisfaction on Fixed Route, Paratransit & LYNX Rail – 3/2022, 11/2023

VIA Metropolitan Transit of San Antonio
Customer Satisfaction on Fixed Route & VIAtrans 6/2022, 10/2022, 5/2023, 10/2023
Community Value – 6/2022

Cherriots, Salem, OR
Customer Satisfaction on Fixed Route, Regional & LIFT – 11/2022 & 4/2023
Community Value – 03/2023
Employee Engagement – 05/2023

Transit Authority of River City (TARC), Louisville, KY
Customer Satisfaction on Fixed Route & TARC3 Paratransit – 2/2023

Westchester County, NY (Bee-Line)
Customer Satisfaction on Fixed Route – 11/2022

Greater Cleveland Regional Transit Authority (GCRTA)
Customer Satisfaction on Fixed Route, BRT, Rail, Paratransit – 5/2022

Deanne Nicole Winkelmann, AICP
Public Engagement Lead

Deanne is a senior planner and project manager with experience in transportation and land use planning, GIS analysis, and public engagement strategies. With a background in effective communication through both technical writing and informative graphics, she selects the best engagement tools to fit the project outcome and stakeholder needs. Her personable and welcoming attitude ensures that the project team can receive quality input from individuals of all ages and abilities. Her creative thinking and willingness to try new tools also helps ensure that public engagement activities are meaningful, fun, and encourage others to become invested in the process. She has led the public engagement aspects of several planning and design projects ranging from the award-winning Monett Transportation Improvement Plan (small city), the Joplin Area Bicycle & Pedestrian Transportation Plan (regional), and the Central Texas Grade Crossing Study (statewide).

Education
M.R.C.P., Regional and Community Planning, Kansas State University

Certifications
Certified Planner
E-Railsafe System

Affiliations & Memberships
American Institute of Certified Planners
American Planning Association
American Public Transportation Association
Rails-to-Trails Conservancy

Years of Experience
11

Years with Firm
10

Joplin Area Bicycle & Pedestrian Transportation Plan - Joplin, Missouri
Deanne served as the primary planner to provide a non-motorized transportation plan for the greater Joplin Area. The Plan communicated the vision for the area's bicycle and pedestrian network and identified policies, programs, and projects to guide implementation. Focus areas within the plan included safe crossings, Complete Streets guidance, and on-road and off-road network modifications. Project sheets with implementation considerations (right-of-way needs, funding opportunities, action steps) were provided for several key concepts to be advanced in the short-term. Deanne also played a critical role as the lead organizer of public engagement efforts. These initiatives included a public meeting with over 160 attendees participating in multiple interactive exercises (word cloud, dot exercise, map my route activity, prioritization exercise) and an online survey with over 350 responses.

Joplin Transit System Analysis - Joplin, Missouri
Deanne served as a project planner to assist with a Comprehensive Operational Analysis for the Joplin Transit System consisting of the Sunshine Lamp Trolley flex route service as well as other demand response services. The study included a market analysis, existing service analysis, public engagement, and identified of short-term, medium-term, and long-term service plan. Based on these findings, the short-term plan primarily recommended changes to the underperforming Green Route while long-term recommendations proposed new fixed routes based on anticipated passenger needs. Funding needs and other implementation factors were also outlined in the report.

Monett Transportation Improvement Plan and Sales Tax Initiative - Monett, Missouri
Deanne served as the primary planner for the Long-Range Transportation Improvement Plan to develop a set of multimodal transportation improvement projects for the City of Monett. Three public engagement sessions and an online survey were held throughout the process to obtain valuable feedback and build consensus around transportation priorities. The Plan included both short-term projects with a seven-year outlook and long-term initiatives with a twenty-year outlook. The Plan and voter education materials were used to support a sales tax initiative to enable the city to obtain funding and complete the transportation projects. The plan received the *2016 Outstanding Project Award* from the American Planning Association - Missouri Chapter. Deanne has also assisted the city in obtaining additional grants, including Traffic Engineering Assistance Program (TEAP), Transportation Alternatives Program (TAP) funds, and MoDOT Cost Share funds to advance projects outlined in the Plan. To date, TranSystems has helped advance seven of the ten priority projects.

Joplin TIGER Performance Measures - Joplin, Missouri
Deanne served as the project manager and primary planner to collect interim and project outcomes for five projects with TIGER funding in the Joplin area. Traffic volume and travel times were collected for improvements on Maiden Lane, Schifferdecker Avenue, and 26th Street. Data was also collected related to a 20th Street grade separation project at the KCS Railway and pedestrian and bicycle information for a new shared-use path along 20th Street. Deanne assisted with field data collection, prepared the project performance measure reports, and coordinated with FHWA for the eight-year reporting period from 2014 to 2022.

Monett Transportation Improvement Plan and Sales Tax Initiative - Monett, Missouri
Deanne served as the primary planner for the Long-Range Transportation Improvement Plan to develop a set of multimodal transportation improvement projects for the City of Monett. Three public engagement sessions and an online survey were held throughout the process to obtain valuable feedback and build consensus around transportation priorities. The Plan included both short-term projects with a seven-year outlook and long-term initiatives. The Plan and voter education materials were used to support a sales tax initiative to enable the city to obtain funding and complete the transportation projects. The plan received the 2016 Outstanding Project Award from the American Planning Association - Missouri Chapter. *Deanne has assisted the city in applying for funding to help advance projects through the following programs: Traffic Engineering Assistance Program (TEAP), Transportation Alternatives Program (TAP), and MoDOT Cost Share Program.*

Republic Transportation Master Plan - Republic, Missouri
Deanne served as the project planner to develop Republic's first formal Transportation Master Plan that served as a foundation and promotional tool for future transportation improvement projects. TranSystems assisted the city in completing a planning document that included data collection, a land use and multimodal transportation system analysis, and public engagement. The recommendations included policies, programs, and projects to guide decision-making for road improvements, sidewalks, and trails in the community. Information in the plan was used to successfully obtain MoDOT Transportation Alternatives Program (TAP) funds to construct a high-priority trail project.

Jackson Street and Downtown Bicycle Access Traffic Study - Warsaw, Missouri

Deanne served as the primary planner to develop a plan to improve bicycle access and connectivity between Route 7 and the downtown area in the City of Warsaw. The study focused on a review of the existing physical, safety, and operational conditions in the study area and identification of potential bicycle infrastructure improvements. Deanne completed a review of vehicular traffic volume, bicycle and pedestrian-related crash history, roadway characteristics, and topographical survey information to identify the best bicycle route. She then collaborated with the engineering team to design a grade-separated bicycle interchange at Route 7 and incorporated appropriate roadway improvements and wayfinding elements along the preferred bicycle route. The innovative design builds upon recent bicycle investments in the City of Warsaw to improve connectivity in a critical location.

Andrew Robert Parker, AICP
Sr. Transit Planner

Andrew has nearly 20 years of experience in the transportation and transit planning fields, including extensive expertise in route level planning and scheduling through multiple roles at Chicago Transit Authority (CTA) and Pace Suburban Bus. He has extensive experience using HASTUS (over five years), ARC GIS (over a decade), and the Microsoft Office Suite of programs. He has also developed a transit demand index incorporating employment, demographic information, and density in a way that aids in performing comprehensive operation analyses.
Besides his transit planning experience, Andrew has been a principal planner on corridor studies, intercity bus studies, transit asset management plans, and bike and pedestrian facility assessments.

Education
B.A., English and History
University of Illinois, Urbana-Champaign, 1997
M.S., Community & Regional Planning
University of Texas, 2004

Certifications
Certified Planner

Affiliations & Memberships
American Institute of Certified Planners

Training
OSHA 10-Hour Construction Safety

Years of Experience
19

Years with Firm
10

Joplin Transit System Analysis, Joplin, MO
Transit planner on this study which provided evaluation and service recommendations for Joplin's fixed route service. The study took a comprehensive look at the Joplin Transit System (TSA) in anticipation of a new transfer facility being built. The study had a short-, medium-, and long-term component. The short-term plan focused on incremental improvements to the current routes, primarily to address running time issues and service to a mental health facility. The medium-term plan completely reworked the route structure, with five new routes added. The long-term plan extended some of those routes further into surrounding communities.

TDOT Intercity Bus Study, Tennessee
Project manager to assess intercity bus operations in the State of Tennessee and determine if additional funding and changes are needed to meet transit needs. There was a review of existing intercity bus service and data analysis was performed to identify reasonable coverage areas based on demographics, trip generators, and operational conditions. The final report included a comparative assessment of current network and project needs, identification of priorities, and overall recommendations.

TDOT Transit Needs Assessment, Tennessee
Transit planner for a statewide transit needs assessment for the State of Tennessee. The purpose was to provide a direction for state officials to implement policies designed to increase resident and visitor mobility through greater transportation choices and improved connectivity among public transportation modes. Through various public involvement techniques, the Plan allowed for a meaningful engagement with the general public and public transportation stakeholders in order to identify gaps and needs,

funding ideas, and ways to provide more efficient services. Performance measures, efficiency and effectiveness measures, were also identified for each system and comparisons were made among peers. The Plan used scenario planning to look at a range of approaches for public transportation in the future. Costs and implementation strategies associated with proposed services were be documented. A Plan report was developed. An educational flyer was also produced which provided a quick snapshot of the state of public transportation. Andrew helped write the Plan and developed the scenarios used in the scenario planning.

McHenry County Transit Plan Update, Illinois
Project manager for an update to the McHenry County Transit Component of the 2040 Transportation Plan The 2019 Transit Plan Update recommended microtransit options, frequency and service span improvement, fixed route changes, and demand response expansion designed to arrest the recent falling ridership in the county. The Plan should also provide a firmer foundation for future transit growth. Andrew also developed proposed schedules for all the fixed route changes.

TMA Multimodal Transit Study, Franklin, TN
Transit planner for a multimodal transportation network study in the Cool Springs area of Franklin, TN. The Cool Springs area is a fast-growing area for residential, commercial, retail, hotel and institutional uses with limited transportation options except for single occupancy vehicles. This planning study had two phases: the first phase of the plan addressed different transportation options, including fixed route buses, demand response, carpooling, express bus services, park and ride lots, light rail, bike lanes and pedestrian access. Service alternatives were prepared and reviewed through a public meeting process. Andrew completed the multimodal service plan for this study. As a follow up to this study, the transit recommendations were further designed, and a detailed implementation plan was written. Remix software was used to develop alternative routes and schedules and evaluate their relative efficiency and effectiveness. The final report included recommendations for new routings, created schedules, determined stop locations and ultimately decided on destination signs. Andrew was the project manager in charge of all aspects of implementing the local route changes for this second phase of the plan.

METS Comprehensive Operational Analysis, Evansville, IN
Transit planner for TranSystems as part of a team to provide the assessment of the existing fleet and facilities status for the METS system. This analysis included identifying the number of buses, average age of buses and general conditions in comparison to peer systems. In addition, TranSystems was asked to review and evaluate the current transfer stations based on the recommendation of the future route network. Additionally, the recommendations included appropriate policies to be followed in ongoing capital improvements of METS facilities as well as the expansion and replacement of the fleet.

TDOT Group Transit Asset Management Plan, Nashville Tennessee
Transit planner for the Tennessee Department of Transportation (TDOT)'s Group TAM Plan for their 11 (5311) agencies. Andrew conducted the facility assessments and helped write the TAM Plan. Tasks included developing decision support tools; assessing the rolling stock data by Useful Life and Useful Mileage thresholds; conducting a condition assessment of applicable facilities; assisting in NTD reporting; developing a TAM and SGR policy; coordinating with rural transit providers on data collection efforts; and preparing the TAM Plan report. The TAM Plan followed FTA guidelines.

Sarah Frost, AICP
Planner



Sarah leads the Kansas City Program Management team and is a transportation and environmental planner with 19 years of experience in transit system analysis, land use planning, site design, transit feasibility analysis, and development. Her primary expertise involves planning studies, including socio-economic analysis for various types of transportation and community development projects such as transit facilities, intermodal facilities, freight plans, transportation master plans, and economic development studies.

Sarah is an experienced project manager who has led various planning projects. Sarah utilizes her strong communication skills to ensure that projects meet project sponsor and stakeholder needs. Sarah has a great understanding of traffic impact analysis, including access modification studies and capacity analysis.

Education
Master of Urban Planning and Environmental Land Use, University of Kansas
BA, History, University of Kansas, 2003

Certifications
Certified Planner
Introduction to NEPA and Transportation Decision making
Putting Policy Into Practice

Affiliations & Memberships
American Planning Association
American Public Transit Association

Years of Experience
19

Years with Firm
18

Joplin Transit System Analysis, Joplin, MO
Sarah was the project manager on this study which provided evaluation and service recommendations for Joplin's fixed route service including route design, scheduling/operations, a comprehensive Transit Service Analysis (TSA) and short, medium, and long range service plans for the Sunshine Lamp Trolley deviated fixed routes, MAPS Transit demand response bus system, and related public transit services.

KCATA Project Management Consulting Services On-Call, Kansas City Metro
Sarah is serving as TranSytems' project manager for KCATA's e project management on-call consultant (PMOC) which assists with developing a comprehensive project management system by building upon existing standards and procedures and assuring compliance with FTA project procurement and management requirements. This five-year on-call contract will primarily support design and construction projects on the administration and storage buildings within the KCATA campus. As part of this project, the consultant team will plan for and ensure that KCATA's day-to-day operations are not impacted.

KCATA On-Call Planning, Kansas City, MO
Sarah is serving as the Project Manager and Planner for a five-year on-call planning service agreement with the Kansas City Area Transportation Authority (KCATA). The TranSystems team supports KCATA with planning and preparing for future growth, and changes in ridership needs. The team provides KCATA with on-call planning services for transit operations, management planning, capital projects and planning-level engineering services to further KCATA's mission.

KDOT Transit Access, Innovation and Collaboration Program, Statewide, Kansas
Sarah is serving as the project manager as TranSystems is assists KDOT with managing their call for eligible projects including facilities, the project selection process, and project implementation to ensure projects follow FTA regulations. As part of the process TranSystems planning and environmental staff performs alternatives

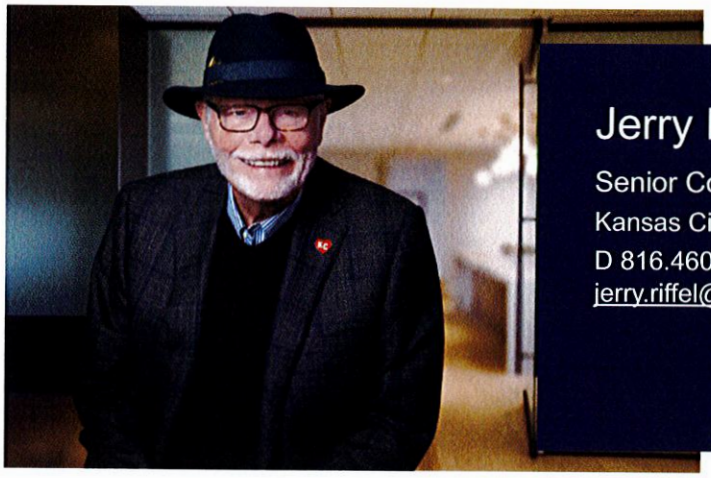
analysis, NEPA documentation as well as Phase I and II ESA's for the facility projects. TranSystems is also managing the procurement process for facility design and construction. The team works with KDOT to host regional and virtual workshops to explain the requirements for the program and assist agencies in applying for the grant money to fund their projects.

Regional Feasibility Studies, OATS, Inc., Statewide, Missouri
OATS, Inc. is a private not-for-profit transportation service provider of personalized advance reservation and demand response transportation services. TranSystems conducted new facility and site location feasibility studies for their Northeast, West, and Southwest regions. Sarah served as the lead planner in conducting the feasibility studies and overseeing the environmental analyses for the three transit regions. The studies recommended potential site locations and building programs sufficient to meet the funding requirements of the Federal Transit Administration and Missouri Department of Transportation.

Transit Plan Update, Manhattan, KS
Planner. The City of Manhattan partnered with the Kansas Department of Transportation to update their Transit Implementation Plan. The purpose of this planning effort was to review the feasibility of citywide transit and to determine the best approach for developing, financing and managing the service. The process engages local partners such as Riley County, Kansas State University, Fort Riley and The Riley County Area Transportation Agency. These partners guided the process to develop options for the transit plan update. Sarah's role in this plan was to analyze the transit market and systems in order to formulate a final plan. She also assisted in preparing materials for the stakeholders and for public meetings conducted to receive public input during the plan process.

Transit Studies, Leavenworth, and Southwest Johnson County (KS)
Sarah led the TranSystems team on this MARC Planning Sustainable Places project with the KCATA, City of Leavenworth and Johnson County. KCATA identified two areas with limited existing transit service but growing need for connections to jobs and activity centers: 1) the City of Leavenworth and surrounding areas of Leavenworth County; 2) The Southwest Johnson County area including the growing jobs centers in Gardner and Edgerton. These two areas were reviewed independently which resulted in recommendations that included additional fixed route service to distribution and manufacturing centers in Johnson County as well as intracity bus service within Leavenworth.

Lathrop GPM



Jerry D. Riffel

Senior Counsel
Kansas City
D 816.460.5712
jerry.riffel@lathropgpm.com

Jerry Riffel focuses his practice on real estate and development matters. He has a broad background and experience in economic development incentives, Chapter 353 (Urban Redevelopment), land clearance, special business districts, Tax Increment Financing and all aspects of land use planning.

Jerry has a strong background working with transportation authorities and related agencies. For example, Kansas City Area Transportation Authority ("KCATA"), a bi-state agency charged with serving the transportation and development needs of the Kansas City region, is a longtime client of Lathrop GPM. Jerry has represented the KCATA on a wide variety of contract, sovereign immunity, governance, policy, legislative and inter-governmental issues that require specialty legal expertise and a broad knowledge of the governmental process in the region and in Kansas and Missouri.

Jerry has partnered with KCATA staff on creating a policy and legal framework for transportation-oriented development and the traditional areas of legal services. Jerry has also grown with the KCATA during the 21st Century by providing a range of legal services that began with a bus company and is now becoming a regional force in transit with many components including Zero Fare Transit, flexible modes and routes, and the creation of transportation-oriented development. Examples of projects that Jerry has assisted the KCATA with include:

- Provided legal services on a variety of Transportation Oriented Policies for the KCATA. We serve as counsel for RideKC Development Corporation ("RideKC") and we were instrumental in the development of legal strategies that made possible the ownership and operation of the Country Club Right of Way and the initial thrust for transportation oriented development five years ago before being sold. Jerry was asked to assist staff on the formation and the implementation of the START Policy. This partnership, which has created projects and has impacted our transit corridors, is a key element of the future of transit in the region and throughout the District. The role of TOD in the region would be furthered by the participation of Lathrop GPM in the use of TOD remedies and strategies that include START, Conduit Bond Financing, Transportation Development Districts and Community Improvement Districts. Lathrop GPM's related experience includes, for example, the creation and current representation of five Community Improvement Districts in the Kansas City and St. Louis regions. We continue to represent Ride KC Development Corporation on TOD projects.

- Assisted the KCATA with respect to the partnership with Jackson County, Missouri for the acquisition and development of 17.7 miles of the former Rock Island Railroad line spanning portions of Kansas City, Raytown and Lee's Summit. This matter included:

    - Negotiating with Jackson County to develop a cooperative approach to the acquisition, funding and development of the Rock Island Railroad Corridor.

    - Researching federal and state law regarding railroad rights of way, including formal procedures with the Surface Transportation Board, abandonment of railroad rights of way, obligations of common carriers under federal law, effect of STB jurisdiction on underlying title to the Rock Island Railroad Corridor, and ongoing protection of title offered by continuing STB jurisdiction.

    - Negotiating with Jackson County to develop a management and maintenance plan for the Rock Island Railroad Corridor, including the ongoing responsibilities of each KCATA and Jackson County with respect

to the Corridor, sharing of operating costs and insurance, formation of a Joint Rock Island Committee, and the interaction and role of the Rock Island Rail Corridor Authority.

  - Negotiating and drafting a Transit Oriented Development Agreement with Jackson County, detailing each parties' role in the creation, execution and ongoing operation of Transit Oriented Development projects in and around the Rock Island Rail Corridor

  - Developing a strategy for implementation and funding of transportation oriented development projects, including potential partnership with the Port Authorities of Kansas City and Jackson County and the use of Community Improvement Districts and/or a Transportation Development District.

- Lathrop GPM represented the KCATA on this important project, which produces transportation oriented development with transit connections to the Palestine Development Corporation's planned expansion of its senior housing complex on Prospect Avenue north of 35th Street. The KCATA is investing $500,000 in new transit improvements serving the Prospect BRT route and the new development. The KCATA is partnering with the City, which is providing reimbursement monies for the costs of acquiring five properties that include a planned convenience/liquor store.

- Jerry and the Lathrop GPM have been assisting the KCATA with the construction of an innovation center with research facilities for transportation and design. These tasks include issuing RFPs to potential developers, completing development agreements and due diligence as well as drafting a recent Letter of Intent with a major developer of affordable housing. The importance of this long-term experience is clear in our recent legal services for the $38,000,000 Prospect Avenue Bus Rapid Transit project and the new Omnibus Transit Center at 12th & Charlotte. Lathrop GPM made possible the acquisition of that property through negotiation with a very difficult owner in part through our connections with key downtown landowners and developers. Lathrop GPM understood the economic and transit advantages of the KCATA's strategic decision to choose this site for its transit center and transportation-oriented development.

- Representing the KCATA on acquiring an abandoned K-Mart site on Vivion Road and Chouteau Trafficway. RideKC Development Corporation is working with the City, the NNI Community Development Corporation, and Northland Neighborhoods to create a mixed-use development the includes a Park & Ride, transit improvements connecting the airport to downtown, a potential transportation training center, and transportation oriented development with planned commercial and housing facilities.

Credentials

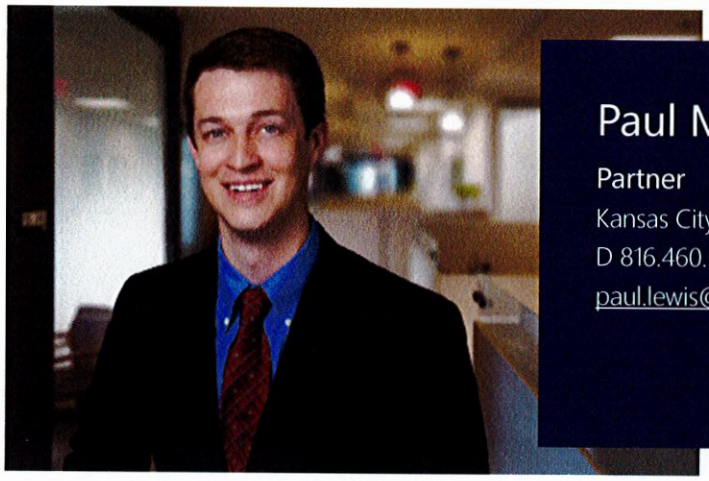
Education

- University of Kansas School of Law, J.D.
- University of Kansas, B.A., Political Science

Bar Admissions

- Missouri

Lathrop GPM



Paul McKie Lewis

Partner

Kansas City

D 816.460.5306

paul.lewis@lathropgpm.com

Paul describes himself as a "no nonsense, straightforward deal guy," who "helps clients to close their deals." According to clients and colleagues, he is easy to work with and gets right down to business. He's known for speaking in business terms, being creative and for simplifying the process for clients. According to one client, "Paul's work is great, and he turns things around fast."

Paul Lewis, a real estate lawyer who represents major corporations and individuals, is a partner in Lathrop GPM's Business Transactions group. He provides crucial advice on complicated real estate transactions, especially work emanating from mergers and acquisitions and municipal real estate work.

Paul helps clients navigate the intricate world of corporate real estate transactions. He offers thoughtful legal counsel that can help clients to avoid costly missteps and preempt legal issues before they arise. When drafting or reviewing deals, Paul works to ensure that transactions adhere to regulatory compliance and are negotiate on favorable terms. He also collaborates with other Lathrop GPM counsel on tax and other legal implications. Paul plays a pivotal role in mitigating risks, safeguarding corporate interests and promoting a smooth, successful real estate transaction.

Clients rely on Paul to help close their deals and know that he will find "creative structures to transactions," and creative ways to solve problems. He particularly enjoys working with clients who have multiple real estate transactions during the year so he can help to simplify the process to get the client a favorable result while avoiding any pitfalls.

Paul has been an instrumental part of transportation authority project. Examples of the projects include:

- Assisting the KCATA with the preservation of the Country Club Right-of-Way, which includes its original acquisition, title disputes, transportation-oriented development, public private partnerships, and transportation facilities development. The firm handled all aspects of the conveyance of the right-of-way to the City of Kansas City, which made the Main Street Extension of the Streetcar possible. Lathrop GPM's advocacy helped preserve title under very difficult circumstances over a long period of time.
- Worked alongside Jerry Riffel in assisting the KCATA with respect to the partnership with Jackson County, Missouri for the acquisition and development of 17.7 miles of the former Rock Island Railroad line.
- Assisted the KCATA on an important project, which produces transportation-oriented development with transit connections to the Palestine Development Corporation's planned expansion of its senior housing complex on Prospect Avenue north of 35th Street. The KCATA is investing $500,000 in new transit improvements serving the Prospect BRT route and the new development. The KCATA is partnering with the City, which is providing reimbursement monies for the costs of acquiring five properties that include a planned convenience/liquor store.

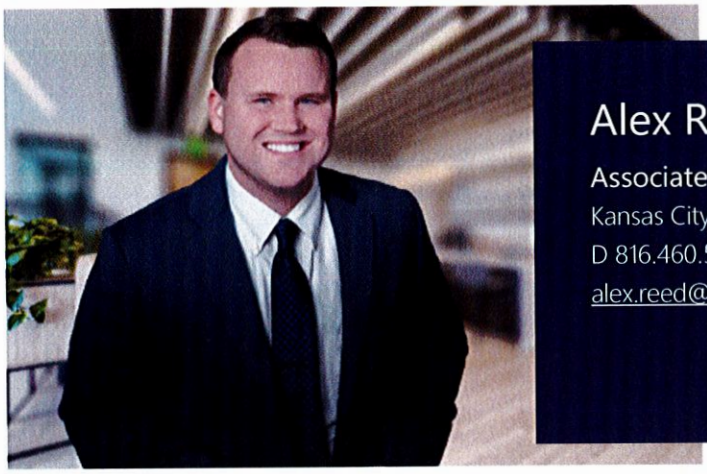
Education

- University of Missouri-Kansas City School of Law, LL.M., Taxation, 2011
- University of Missouri-Kansas City School of Law, J.D., 2010

Bar Admissions

- Kansas
- Missouri

Lathrop GPM



Alex Reed

Associate
Kansas City
D 816.460.5539
alex.reed@lathropgpm.com

Alex is an associate practicing in the Business Transactions Practice Group, with a focus on mergers and acquisitions, general corporate and business law, real estate and development. Alex counsels businesses on legal issues throughout the life of a business, from entity formation and governance to mergers and acquisitions, and across all facets of real estate transactions.

Alex has experience with contract drafting and negotiations, conducting the due diligence process, pre-transaction restructuring and the drafting of a wide range of ancillary documentation. In his real estate practice, Alex has assisted clients with various acquisition and development issues, including the formation and governance of Community Improvement Districts, Transportation Development Districts, negotiating development incentives with local municipalities and all aspects of land use planning.

Prior to joining Lathrop GPM, Alex was a corporate accountant for a large multi-national company in Wichita, Kansas, giving him a deep understanding of a company's internal business operations. During law school, Alex was an active participant and continues to be active in the Transactional Law program, and he was awarded the Robert E. Edmonds Award in Corporation & Securities Law.

Credentials

Education

- University of Kansas School of Law, J.D., 2022
- Kansas State University, B.A., Accounting and Finance, 2018

Bar Admissions

- Missouri

Blaine Alexander Cherry

850-567-1279 • Tallahassee, FL • blaineacherry@gmail.com

EXPERIENCE

Member & Director of Research 2014 - Present

Cherry Communications | Tallahassee, FL

- Oversee survey creation & editing, phone interviews, and data weighting & reporting for 100 - 200 annual live agent phone polls
- Coordinate with a nationwide clientele ranging from Fortune 500 companies to statewide associations to individual candidates
- Identify, hire, train, and evaluate more than 50 part-time Survey Interviewers annually
- Experienced in entirety of business ownership elements including legal compliance & contracts, financial budgeting & reporting, and taxation

Key Accomplishments:

- Spearheaded the transition of an in-person workforce to remote in under two weeks as part of a Covid-19 response
- Identified the potential annual rent savings of 58%, increased employee satisfaction, and hiring advantages of a permanently remote workforce
- Expanded client offerings to alternative respondent contact methods, including web and text
- Developed a quota system for automatically extracting and tabulating respondents, reducing employee labor hours needed for completing polls

Senior Investigative Fellow 2012-2014

The Government Accountability Institute | Arlington, VA & Tallahassee, FL

- Established the Arlington, VA office for the Tallahassee based non-profit, including the hiring, training, and management of new staff
- Identified new leads and investigations through business holdings, financial interests, personal and familial connections, public records, and other primary sources
- Provided research for groundbreaking investigative reports and stories appearing in outlets which include Fortune, The Daily Beast, Investor's Business Daily, and Fox News

Research Analyst 2011 - 2012

Florida TaxWatch | Tallahassee, FL

- Developed methodologies, conducted research, analyzed data, and wrote numerous published reports on Florida state and local governments, including education funding, municipal budgeting, and corporate incentive programs
- Supported the creation of the Government Cost Savings Task Force final report, an annual review of the state budget that identified $4 billion in savings for Florida taxpayers in areas such as Medicaid, procurement, and pension reform

EDUCATION

Florida State University | Master of Business Administration Expected 2024

Koch Associate Program | Graduate 2012 - 2013

Stetson University | Bachelor of Business Administration in Finance 2006 - 2010

- Member, Roland George Investments Program 2009 - 2010
- Senator, Student Government Association 2006 - 2009
- Delta Sigma Phi Fraternity

TransPro
Driving Excellence

FORMS



THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2024-RFP-11

Company TransPro Consulting, LLC

Address 11935 Pasco Trails Blvd., Spring Hill, Florida 34610

Contact Person Mark Aesch

Telephone Number 888-703-9554 ext 1

Email Mark.Aesch@TransProConsulting.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

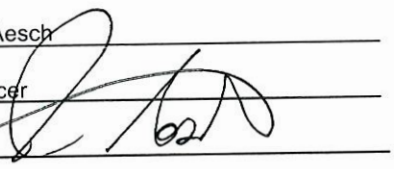
Submitted and certified this 3rd day of October, 2024.

BY:

Signature Date: October 3, 2024

Name (Printed): Mark Aesch

Title: Chief Executive Officer

Signature: 

CITY OF JOPLIN
AoPP Transit
OVERALL SCORE
10/18/2024

VENDOR NAME	STAFF 1 SCORE	STAFF 2 SCORE	STAFF 3 SCORE	STAFF 4 SCORE	OVERALL SCORE
Olsson	80	95	68	69	312
TransPro	83	76	78	83	320

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide services as described in City's Request for Proposals for Planning Services of the Joplin Transit Program #2024-RFP-11, Areas of Persistent Poverty (AoPP) Program Funded by the Federal Transit Authority (FTA), attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Bid Proposal Summary, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859.52).

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under

state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri _____
ATTN: LEGAL, Peter Edwards _____
602 S. Main St. _____
Joplin, MO 64801 _____

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____ _____

Nick Edwards, City Manager By:

ATTEST:_____ Holly Nagy, City Clerk

Federal Professional Services/A&E Contract Clauses

Contracts $100,000 or greater

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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 the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, 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, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. 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, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, 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.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to

complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal

assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor also agrees to include these requirements, the contract clauses listed in Exhibit C, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____Date

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Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized

Official Date_____

COUNCIL BILL NO. 2024-150 **ORDINANCE NO**

AN ORDINANCE approving a consultation agreement with TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said consultation agreement by and between the City of Joplin and TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) , for planning and implementation services associated with the AoPP Grant Project on behalf of the City of Joplin; a true and accurate copy of said consultation agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said consultation agreement, or consultation agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached consultation agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid out of the Infrastructure Fund.

Section 4. That this Council Bill shall have an effective date of November 19, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____day of

_____, 2024 by a _____vote.

ATTEST: _____
Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCILBILL 2024-150 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the FY 2025 Budget in the Infrastructure Fund to pay the amounts called for through this consultation agreement.

_____

Leslie Haase, Director of Finance