CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: TranSystems Address: 2400 Pershing Road, Suite 400 Kansas City, Missouri 64108	
Attention: David Hertzberg		Attention: Shawn Turner	
Department: Public Work		Phone: 816-329-8600	Fax: 816-329-8601
Phone:	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization in ***Exhibit A,*** *and to the Federal Transit Administration (FTA) Clauses contained in* ***Exhibit B***. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto in ***Exhibit A & B*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization in ***Exhibit A & B***, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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 the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer.

No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the

City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

_____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

Exhibit A

SCOPE

Task 1.0: Project Management and Schedule

This task involves management of all project activities including continuous project coordination and administration, a kick-off meeting, bi-monthly conference calls, and monthly progress reporting.

1.1 Kick-Off Meeting - TranSystems will hold one (1) kick-off meeting with the City of Joplin Transit in-person or via conference call to discuss study goals, tasks, and deliverables. At this meeting, the project team will also request available data.

1.2 Conference Calls - Following the initial kick-off meeting, TranSystems will hold a 30-minute conference call with Joplin Transit up to twice per month or as requested throughout the study to provide project updates.

1.3 Monthly Reporting - TranSystems will prepare and submit monthly invoices to the City of Joplin. Each invoice will also include a progress report for the period covered by the invoice. Each progress report will include an update on task completion, deliverables that were completed during this time frame, and next steps for the project team.

Deliverables: Schedule Management, Meeting Summaries, Monthly Invoices

Task 2.0: Market Analysis

The Project Team will rely on stakeholder input for much of our preliminary analysis. This input will help give us a general understanding of the Joplin transit user, as well as be a “check” on the more quantitative analysis we will be doing for this project. A Transit Advisory Committee (TAC) will be formed which will include 15 to 20 stakeholders. These stakeholders could represent the following key groups/organizations in the community: The Freeman Health Group and Mercy Hospital Joplin; Eagle-Picher, Aegis, and SST; Missouri Southern State University and the Joplin School District; and the Missouri Department of Social Services, Children’s Haven of Southwest Missouri, and Bright Futures. Additional stakeholders will be identified through consultation with the City.

2.1 Demographic and Land Use Analysis - TranSystems will conduct demographic and land use/trip generators/transit supportive density analysis. It will be performed using a tool called the Transit Demand Index. The demographic, land use, and trip generator information will be combined into a Transit Demand Index to capture in a numerical summary where the greatest current demand is in the City. As part of this analysis, TranSystems will map future and current land uses based on discussions with the City’s Community Development Staff, the Chamber of Commerce, and the Visitor’s Bureau. The key map that will be produced from this effort will be a “hot spot” map identifying block groups and/or land uses that will be developed to a density that would support bus transit. This analysis will also help guide our future network plan.

2.2 – 2.3 Travel Patterns and Regional Transit Network - Some of the most valuable information in a system that is demand responsive heavy is the origin-destination for these types of riders. Mapping these locations will allow any fixed route adjustment to be compared against these “many-to-many” travel flows to encourage mode shifting onto any future fixed/flex route system. Increasing connections to transit services in nearby counties and creating better connections for Greyhound riders will create a stronger regional transit network. Supporting projects, such as park and ride lots, identification of larger equipment, enhanced technology, multimodal connections, and coordination strategies with OATS will be part of this analysis.

Deliverables: Draft and final Market Analysis report, Market Analysis presentation to the TAC

Task 3.0 Comprehensive Transit Service Analysis (TSA)

3.1 Route by Route Analysis:

3.1.1 Route Profiles - The service and ridership data during the Market Analysis will be used to create route profiles. The exact format of the route profiles will be reviewed and finalized with the TAC before beginning this task. For route-level data, the profiles are likely to include: ridership, schedule, and operating costs. The route profiles will also contain a narrative on each route, including information such as route termini, transfer points, and major generators.

3.2 Network Evaluation:

3.2.1 Route Productivity Analysis - The analysis will include a ranking of routes for each of the measures of route productivity included in the route profiles. The use of multiple measures allows the comparison of routes with very different operating characteristics. Typically, the Passengers per Vehicle Hour measure is considered most heavily in the evaluation of productivity. Routes that fare poorly in multiple measures will be identified for possible elimination, consolidation, or other modifications.

3.2.2 Running Time Analysis - Scheduled and actual running times on each route will be compared. This will be completed for each segment, as defined by the existing scheduled timepoints. Observed round trip running times for each route by time period will be compared to the round trip cycle times allowed in the schedule to determine whether existing scheduled recovery times are adequate. Routes with inadequate cycle times will be flagged for possible route or schedule modifications or restructuring with other routes.

3.2.3 Frequency Analysis - In order to determine if changes in frequency are warranted, peak loads on each route will be considered first to determine whether there is any overcrowding that could warrant an increase in frequency. Next, the benefits to passengers (in terms of decreased waiting time) of increasing frequency on each route will be weighed against the drawbacks of reducing frequency on lower ridership frequent routes. This will identify whether the existing allocation of resources is appropriate and will also identify where additional resources should be placed if they became available and where cuts would be least harmful if they became necessary.

3.2.4 Span and Coverage Analysis - The ridership and service area characteristics of the routes with extended service hours and days will be identified. Those that are not productive will be flagged for evaluation of alternatives, such as restructuring or reduced service hours. Routes with more limited service hours will be examined to determine if their ridership and service area characteristics are similar to those of routes with longer service hours. Such routes could be considered for a longer service span. Using the information assembled in the Market Analysis and the route by route analysis and network evaluation, TranSystems will develop and evaluate short term options for improving bus operations in Joplin. While the analysis will focus on improving service efficiency, enhancements to meet current unmet needs will also be considered. The impact of any changes on current ridership will be assessed.

Deliverables: Draft and final TSA report, TSA presentation to the TAC

4.0 Public Involvement and Visioning

Key stakeholders are likely to include education representatives, employers and economic development community members, transit riders, active transportation advocates, representatives of underserved, environmental justice, and LEP communities, elected/appointed officials, and others. With the community's numerous stakeholder groups in mind, we will purposefully seek input during three project phases:

Market Analysis
Visioning
Alternatives

4.1 Public Involvement during Market Analysis -We will hold a Technical Advisory Committee teleconference during the Market Analysis phase to kick-off the project and gain committee direction on the discussions we will have during interviews with targeted stakeholders. Interviewees are likely to represent major employers, educational institutions, social and human service providers, medical facilities, and more. To help identify and secure contact information for them, we will develop a robust contact list for the project. We will leverage existing JATSO and City contact lists as well as internet research to develop it. Then we will coordinate up to 25 stakeholder interviews to talk with them. The interviews will happen over the course of three consecutive days. During the interviews, we will gain a better understanding of stakeholders' views about the role of transit in Joplin and surrounding communities as well as opportunities to improve Sunshine Lamp Trolley/MAPS service. A bilingual project fact sheet and invitation will be developed for the interviews along with a list of general and specific discussion questions for Vireo facilitator use.

4.2 Visioning - Our team will utilize feedback from the interviews and other market findings to inform the Visioning phase of the project. We will specifically engage Joplin Transit staff, JATSO officials, Joplin City Council officials, Missouri Southern State University staff and student organizations, other educational institutions, external stakeholders, and the public. To ensure that Visioning phase public involvement focuses on the goals, needs, and outcomes that will inform the development of transit improvement alternatives in the third phase of the project (Alternatives), Vireo will coordinate one Visioning Session.

During the first portion of the Visioning Session, participants will listen to a short presentation and provide feedback via live polling. Then we will organize them into small groups wherein consultant team facilitators will lead them through a consensus-building exercise that builds upon the market analysis and references the live polling results.

We will develop a bilingual press release and an e-blast campaign to help announce the Visioning Session to invitees and others. The City should use its social media feeds to provide additional notices. To reach younger generations, busy families, and those unable to attend the session, we will develop an online survey via Digicate® or Survey Monkey. The survey will include content and questions similar to those presented at the meeting. The survey will be available in print and digital formats (English and non-English).

After the community Visioning Session, we will hold a follow-up meeting with the Technical Advisory Committee via teleconference. The meeting will enable the consultant team and Transit Division to gather feedback about session outcomes and obtain direction for the transit alternatives.

4.3 Public Involvement during Alternatives Analysis - Gathering significant customer and stakeholder input will be the focus of the public involvement efforts in the Alternatives phase of the project. A third Technical Advisory Committee teleconference will kick it off. The meeting will help guide alternative development and choice of public involvement strategies for the phase. Engagement strategies for the Alternatives phase are likely to incorporate mobile-friendly tools. For example, text message alerts, other on-board survey tools, and social media (Facebook Lives and more) may be used. We will use the tools to help gather feedback about the

transit improvement alternatives in light of potentially recommended routes, stops, frequencies, headways, and/or other features.

In addition, we will organize one public open house and a series of up to four “pop-up” or bus stop meetings to occur on a single day. The meetings will be held within a combination of transit-dependent, vulnerable population neighborhoods (based on levels of poverty and educational attainment), and/or around the locations of current or future transit hubs. We will schedule them to occur during the times of day when the locations are most active.

As with the Visioning Session, we will develop a bilingual press release and an e-blast campaign to help announce the meetings. The City should use its social media feeds to provide additional notices. Additionally, the Project Team may coordinate with the City to place large and easily removable on-the-ground graphics (reverse graffiti) or colorful posters at identified bus stops and hubs (current and/or future) to help announce the meetings. After the meetings, we will hold a fourth and final Technical Advisory Committee teleconference to gather consensus on the preferred transit improvement alternative.

Deliverables: Public Involvement Plan and Summary of Public Involvement Activities

Task 5.0: Service Design Guidelines

5.1 Review Outcomes of Previous Tasks - Ongoing evaluation of route performance is essential for a transit system to keep up with ever-changing demand. The measures used in the route productivity analysis performed in the TSA task as well as the results of the Visioning task will be used as a starting point in determining which performance measures to move forward with in order to develop service design guidelines. Once the baseline service design guidelines are established and weighted, a recommendation will be made on how to apply these guidelines going forward, for development of these standards for new types of routes and/or for routes undergoing a trial period after implementation. TranSystems will assist Transit Division staff in developing route-level thresholds to indicate when corrective action is necessary and to flag shifts in ridership patterns that might indicate that adjustments are needed. Different thresholds may be appropriate for different time periods and route types. A menu of possible corrective actions will also be identified including guidelines on the types of situations in which each possible corrective action would be appropriate (for example, a reduction in frequency might be called for on a more frequent low productivity route, while a less frequent route might need a shortened span or combination with another route).

Other aspects of the service design guideline development will include ridership standards for the appropriate service spans and for both bus shelter location and the correct spacing for bus stops. The latter will also be dependent on the population and/or employment density within a ten minute walk of the potential stop and any nearby ridership generators.

The team will also identify a process by which the recommended ongoing service evaluation can take place. The result of this task will be a set of measures and threshold values, a methodology for using the data that is collected to calculate the measures for each route, a menu of possible corrective actions, and a process for carrying out the evaluation.

Deliverables: Draft and final service design guidelines

Task 6.0 Alternatives Analysis

6.1 Development of Alternatives – TranSystems will develop alternatives and service strategies which could include adding new service, reducing or eliminating service, restructuring routes, and enhancing service coordination. Service delivery options such as general public demand response service, flex route services, express services, and high capacity services will be reviewed. As part of this task, new connections to intercity services will be identified. The need for new or expanded transit facilities, including park and ride facilities and

transit centers will also be identified. These service alternatives will address the changes in population, employment centers, and activity centers. Future services will be identified to support the growth and changes in density in the City and address the need to serve underserved or unserved areas. New services or modes to address “last mile” connections will also be addressed.

6.2 and 6.3 Customer and Stakeholder Input and Evaluation of Alternatives - Working with Transit Division staff, TranSystems will evaluate and select the service alternatives developed in the previous tasks. Criteria for ranking the alternatives will be based on the priorities developed during the Visioning process and customer and stakeholder input. For each recommended improvement, basic operational parameters, such as days and hours of service, cycle time, headway, and vehicle requirements will be specified. Additional operational parameters will be specified so that net annual operating costs can be estimated. All of this information will be fed into the short, medium, and long term plans. This will include both total and net increases/decreases in Revenue trips, Revenue hours, Operating Costs, Ridership and Farebox revenue. These parameters will be used to calculate cost-effectiveness measures,

Deliverables: Draft and final alternative recommendations, Alternatives presentation to the both the public and TAC

Task 7.0 Plan Development – Short, Medium and Long Term Plans

7.1 – 7.2 The Short and Medium Term Service Plan - TranSystems will conduct a financial analysis based on the existing and proposed transit services to identify capital and operating funding needs for both the Sunshine Lamp Trolley and the MAPS service. As part of this exercise, the Project Team will develop an approach for prioritizing and selecting projects based on the vision and financial constraints related to federal and state grant programs. The short term service plan will assume that the changes will be implemented in the next year; the medium term in the next five years; and the long term in the next 10 years.

7.3 Long Term Service Plan – This Plan will be developed with aspirational goals identified in the Visioning task, rather than constrained to the more day to day operational challenges of transit operations. This service expansion plan will focus more on new fixed or flex route services that will create a fully functional regional route network. In addition, technological improvements for both the MAPS and Sunshine Lamp Trolley service will accompany the expansion plan. These will focus on the areas of real time information; fare payment; reservations on the MAPS system; and partnerships with TNCs to supplement the public transit service.

Based on the preferred alternative developed as part of the Alternatives task, as well as the existing condition of the system, capital and operating costs will be identified for each plan time horizon. The estimates will be based on industry standards and/or information from the City.

7.4 Fare Study - Based on a peer review of five similar agencies TranSystems will determine whether Joplin’s fares are competitive. Different fare structures will be modeled to determine the elasticity of the underlying ridership demand is. As part of this exercise, a target farebox recovery ratio will be established to help match the fares collected with the service provided.

The culmination of this information will result in a spreadsheet showing projected capital and operating costs to maintain or expand the system. The costs will be shown as either current “baseline” services or new/expanded services and be collated into a transit funding resources report. Revenue projections based on expected federal, state, and local government, private investment, not-for-profit expense sharing, and farebox revenue will be estimated.

A transit sustainability funding plan will then outline how to fund it all. The plan will assess how to increase funding from existing sources as well as explore new resources. This may involve regional entities not currently funding transit and may be dependent on expanding transit service beyond the City’s boundaries. Any plan will

include outreach campaigns, development of new regional partnerships (both public and private), and be based on the service levels desired in the long term master plan.

Deliverables: Capital and Operating Costs Spreadsheet, Draft and final plans including transit sustainability funding plan.

SCHEDULE

Project Tasks		2018																							
		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov	
1.0	**Project Administration**																								
1.1	Project Kick-Off																								
1.2	Project Management																								
2.0	**Market Analysis**																								
3.0	**Comprehensive TSA**																								
4.0	**Visioning**																								
4.1	Create Contact List																								
4.2	Technical Advisory Committee																								
4.3	Stakeholder Interview (Up to 25)																								
4.4	Visioning Session																								
4.5	Bus Stop Meeting (Up to 4)																								
4.6	Public Open House (1)																								
4.7	Emailing Marketing (2)																								
4.8	Text Message Alerts (1)																								
4.9	Digicate or Survey Monkey Opinion Surveys (2)																								

4.10	Press Release (2)																									
5.0	**Service Design Guidelines**																									
6.0	**Alternative Analysis**																									
7.0	**Plan Development**																									

FEE

		$241.68	$193.75	$205.41	$132.56	$98.15	$130.39	$96.03	$70.21			
		Shawn Turner (Principal)	Sarah Frost (Project Manager)	Gina Trimarco (Senior Planner)	Andrew Parker (Planner III)	Deanne Winkelmann (Planner II)	Zach Balassone (Planner III)	Triveece Penelton	Lauren Cano	Labor - TranSystems	Labor -Virero	Labor - Total
1.0	**Project Administration**	12	16	8	0	0	0	0	0	$7,643	$0	$7,643
1.1	Project Kick-Off	8	8	8						$5,127	$0	$5,127
1.2	Project Management	4	8							$2,517	$0	$2,517
2.0	**Market Analysis**	0	32	0	64	24	0	0	0	$17,039	$0	$17,039
2.1	Demographics and Land Use		4		8					$1,835	$0	$1,835
2.2	Travel Patterns		4		8					$1,835	$0	$1,835
2.3	Regional Transit Network		4		8					$1,835	$0	$1,835
2.4	Service Congruency and Adequacy		4		8					$1,835	$0	$1,835
2.5	Stakeholder Input		4		8	8				$2,621	$0	$2,621
2.6	Comparative Analysis		4		8	8				$2,621	$0	$2,621
2.7	Deliverable: Market Analysis		8		16	8				$4,456	$0	$4,456
3.0	**Comprehensive Transit Service Analysis**	0	24	12	56	12	24	0	0	$18,845	$0	$18,845
3.1	Route By Route Analysis		8	4	16	4	8			$5,928	$0	$5,928
3.2	Network Evaluation		8	4	16	4	8			$5,928	$0	$5,928
3.3	Deliverable: Transit Service Analysis		8	4	24	4	8			$6,989	$0	$6,989
4.0	**Visioning**	0	100	0	0	24	0	246	100	$21,731	$30,644	$52,375
4.1	Create Contact List		8			4		16	32	$1,943	$3,783	$5,726
4.2	Technical Advisory Committee		8			4		8		$1,943	$768	$2,711
4.3	Stakeholder Interview (Up to 25)		40			4		50	8	$8,143	$5,363	$13,506
4.4	Visioning Session		8			4		50	8	$1,943	$5,363	$7,306
4.5	Bus Stop Meetings (Up to 4)		24			4		25	14	$5,043	$3,384	$8,426
4.6	Public Open House (1)		8			4		25	14	$1,943	$3,384	$5,326
4.7	Emailing Marketing (2)							16	8	$0	$2,098	$2,098
4.8	Text Message Alerts (1)							16		$0	$1,536	$1,536
4.9	Digicate or Survey Monkey Opinion Surveys (2)							32	16	$0	$4,196	$4,196
4.10	Press Releases (2)		4					8		$775	$768	$1,543
5.0	**Service Design Guidelines**	0	16	8	40	8	0	0	0	$10,831	$0	$10,831
5.1	Review Outcomes of Previous Tasks		8	4	16					$4,493	$0	$4,493
5.2	Deliverable: Service Design Guidelines		8	4	24	8				$6,338	$0	$6,338
6.0	**Alternatives Analysis**	0	12	6	76	0	0	0	0	$13,632	$0	$13,632
6.1	Development of Alternatives		4	2	24					$4,367	$0	$4,367
6.2	Customer and Stakeholder Input				4					$530	$0	$530
6.3	Evaluation and Selection of Alternatives		4	2	24					$4,367	$0	$4,367
6.4	Deliverable: Service Alternatives for Stakeholder Input		4	2	24					$4,367	$0	$4,367
7.0	**Plan Development**	0	12	6	72	6	0	0	0	$13,691	$0	$13,691
7.1	Short Term Service Plan		4	2	24	2				$4,564	$0	$4,564
7.2	Medium Term Service Plan		4	2	24	2				$4,564	$0	$4,564
7.3	Long Term Service Plan		4	2	24	2				$4,564	$0	$4,564
		12	212	40	308	74	24	246	100	$103,413	$30,644	$134,057
										$2,944	$4,400	$7,344
									Total Project Cost	$106,357	$35,044	$141,401

FTA Clauses (Exhibit B)
Professional Services Purchase $100,000 or greater

By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, The City of Joplin may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to The City of Joplin if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact The City of Joplin for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by The City of Joplin.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, The City of Joplin may pursue available remedies including suspension and/or debarment.

> “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its “principals” [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in

part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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 Requirements- (1) Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. (2) Equal Employment Opportunity-The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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.

Clean Air- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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.

Clean Water- (1) The Contractor agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 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).

_____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_____