

# **City of Jefferson**

*Finance Department, Purchasing Div.  
320 E. McCarty St. Room 202  
Jefferson City, MO 65101*



# **Carrie Tergin, Mayor**

*Leigh Ann Corrigan  
Purchasing Agent*

January 11, 2022

Dear Consultant:

The Capital Area Metropolitan Planning Organization (CAMPO) is the designated metropolitan planning organization for the Jefferson City urbanized area. The CAMPO Metropolitan Planning Area (MPA) encompasses 153 square miles and has an estimated population of more than 77,000 and includes the jurisdictions of Holts Summit, Jefferson City, St. Martins, Taos, Wardsville, and portions of unincorporated, non-urbanized Cole and Callaway Counties.

The CAMPO MPA lies in the center of the Jefferson City Metropolitan Statistical Area (MSA), which includes the counties of Callaway, Cole, Moniteau, and Osage. The Jefferson City MSA had a 2020 population of approximately 150,309. The largest industries in the MSA are Public Administration, Health Care & Social Assistance, and Retail/Services. Within the CAMPO region, state government is by far the largest employer. All state agency headquarters are located in Jefferson City. Most jobs in the CAMPO region are located in Jefferson City and many people commute to the CAMPO region for employment opportunities.

The CAMPO region includes at least 150 miles of sidewalks and approximately 18 miles of greenway and 25 miles of unpaved walking, hiking, and biking trails. The Katy Trail, which is a part of the national level American Discovery Trail, lies directly across the Missouri River with a pedestrian bridge (built in 2008) connecting Jefferson City and Cole County to the trail. The Rock Island Trail development lies only 20 miles to the South.

The City of Jefferson, on behalf of CAMPO, is requesting the services of a consulting firm to perform the described professional services for the project included on the attached list. If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated on the attachments. Limit your letter of interest to no more than ten (10) pages. This letter should include any information which might help us in the selection process, such as the persons or team you would assign to each project, the backgrounds of those individuals, and other projects your company has recently completed or are now active. The information should describe your firm's experience, capacity and capability, and past record of performance. It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) be submitted with your firm's Letter of Interest, or be on file with CAMPO. The statement of qualification is not included in the total page count limit.

DBE firms must be listed in the MRCC DBE Directory located on MoDOT's website at [www.modot.gov](http://www.modot.gov), in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any project they feel can be managed by their firm.

It is required that your firm be prequalified with MoDOT and listed in [MoDOT's Approved Consultant Prequalification List](#), or your firm will be considered non-responsive.

Responses to this Request for Qualifications will be accepted until **1:30 p.m. on January 27, 2022**. It is the sole responsibility of the contractor to see that the proposal is received before the submission deadline.

It is desired that responses are to be submitted electronically through Bonfire (<https://jeffersoncitymo.bonfirehub.com>). Bonfire is the City's electronic procurement system and is

free for vendors to use.

Responses may also be submitted hard-copy to the address below. The submitter shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered. Include the RFQ number (RFSQ4016) on the outside of the envelope and send responses to:

City of Jefferson  
Purchasing  
320 E McCarty St  
Jefferson City, MO 65101

Any and all questions must be submitted to Leigh Ann Corrigan either via email [lcorrigan@jeffcitymo.org](mailto:lcorrigan@jeffcitymo.org) or by phone (573-634-6325).

Sincerely,

*Leigh Ann Corrigan*  
Leigh Ann Corrigan  
Purchasing Agent

Attachment

County:	Cole
Location:	820 E Miller St, Jefferson City, MO
Federal Aid No:	STBG-3100(525)
Proposed Improvement:	Update of Capital Area Pedestrian & Bicycle Plan (Active Transportation Plan)
Length:	NA
Approximate Budget:	CAMPO has allocated up to \$125,000 for this project in FY 2022
DBE Goal Determination:	5%
Consultant Services Required:	<p>The City of Jefferson is seeking qualifications for the update of the Capital Area Pedestrian &amp; Bicycle Plan. The resulting Active Transportation Plan should integrate the existing plan with other recently completed plans, stakeholder input, and public engagement to create a more comprehensive approach to identifying and addressing active transportation needs in the CAMPO planning area. A copy of the 2016 Capital Area Pedestrian and Bicycle Plan can be found at <a href="http://www.jeffersoncitymo.gov/campo">www.jeffersoncitymo.gov/campo</a>.</p> <p><b>Recent Progress</b></p> <p>The CAMPO Board of Directors adopted the first Capital Area Pedestrian and Bicycle Plan in 2016. In 2017 the City of Jefferson and City of St. Martins adopted the plan for their communities. The City of Jefferson is now a “Bike Friendly Community”, receiving Bronze level status from the League of American Bicyclists in 2019. A handful of new bike lanes and bike route signage have been installed in Jefferson City and new sidewalks, greenway, and shoulders have been added in a few areas around the region.</p> <p><b>Project Scope</b></p> <p>The Capital Area Pedestrian and Bicycle Plan was completed in 2016. It is <i>“intended as a resource to improve safety, connectivity, and mobility for pedestrian and bicycle users in the CAMPO planning area. The goals, recommendations, and strategies outlined in the plan can be used by jurisdictions to develop an individualized implementation strategy to fit the unique pedestrian and bicycle needs of that community. The plan is also intended to be a guide for future growth by recommending strategies, policies, and procedures to guide future development and improve existing infrastructure, making the CAMPO planning area a great place to walk and bike.”</i></p> <p>The regional plan includes information for all communities within the CAMPO planning area, including: Holts Summit, Jefferson City, St. Martins, Taos, Wardsville, and parts of Cole and Callaway Counties.</p> <p>The goals and scope listed herein are purposefully broad. It is expected that consultants will provide a more detailed scope of services based on their proposed approach, qualifications, and project expertise.</p> <p><b>Project Goals:</b></p> <ul style="list-style-type: none"> <li>• Integrate recent local, regional, statewide planning efforts with new research and analysis, including an integrated update of the Jefferson City Sidewalk Plan and Greenway Plan, as well as creation of sidewalk/trail plans for other CAMPO communities.</li> <li>• Incorporate best practice recommendations and strategies that align with the following: <ul style="list-style-type: none"> <li>- Crime Prevention Through Environmental Design (CPTED)</li> <li>- Vision Zero</li> <li>- Complete Streets</li> </ul> </li> <li>• Inventory environmental features, gaps, and barriers that impact the walking, bicycling, and transit use, including existing infrastructure/facilities, or lack thereof. This analysis may include bicycle and pedestrian counts at key locations and bike and pedestrian-related traffic accidents.</li> <li>• Create a tool that supports active transportation education and programming</li> </ul>

	<p>in the CAMPO region, including data and research on safety, accessibility, and efforts to increase use.</p> <ul style="list-style-type: none"> <li>• Identify and prioritize infrastructure projects, including on and off-street improvements, new local and regional trail connections, sidewalk infill, new sidewalk/greenway corridors, and roadway design that will accommodate all users. Including design direction that can be applied to a typology of different streets.</li> <li>• Identify municipal policy and code recommendations regarding sidewalk, greenway, and other active transportation modes, including development triggered construction requirements.</li> <li>• Establish policies and program recommendations to encourage the use of walking, biking, and transit as viable modes of transportation.</li> <li>• Identify strategies to increase our Bicycle Friendly Community designation with the League of American Bicyclists.</li> <li>• Identify funding mechanisms to upgrade existing facilities as well as determine maintenance requirements.</li> <li>• Set a capital improvement schedule for plan implementation.</li> <li>• Utilize a robust public engagement campaign to achieve the project goals.</li> </ul> <p><b>Partners and Stakeholders</b></p> <p><u>Steering Committee</u> – A sub-committee consisting of members of the CAMPO Technical Committee and Board of Directors, and other key stakeholders will be formed to guide the development of the plan.</p> <ul style="list-style-type: none"> <li>• The Jefferson City Parks and Recreation Commission and Planning and Zoning Commission will be key partners in the update plan.</li> <li>• City Council(s) and other pertinent committees or commissions will be provided periodic updates and will provide input throughout the process.</li> </ul> <p><u>CAMPO Board of Directors</u> - The Board of Directors will be provided periodic updates throughout the process and is the final approval authority for the plan.</p> <p><u>Staff</u> - A project management team of, led by CAMPO staff, will be responsible for key project decisions and document review.</p> <p><u>Stakeholders</u> - Stakeholders from a variety of local organizations and institutions will be utilized.</p> <p><b>Public Engagement</b></p> <p>The selected consultant shall develop a public engagement plan that builds on the engagement activities utilized in the Capital Area Pedestrian and Bicycle Plan (2016), Activate Jefferson City 2040 (2021), and Jefferson City Parks, Recreation and Forestry Master Plan (2018).</p> <p>CAMPO staff and other City of Jefferson staff will be available to aid in the implementation of the public engagement plan (i.e. staffing events, stakeholder outreach, surveying, presentations, contact lists, etc.).</p> <p><b>Consultant v. CAMPO Staff Responsibilities</b></p> <p>The consultant, as project manager, will work with CAMPO staff to detail further responsibilities beyond the minimum required responsibilities listed.</p> <p><u>Consultant:</u></p> <ul style="list-style-type: none"> <li>• Serve as project management lead.</li> <li>• Coordinate and collaborate with staff and any subconsultants in preparing the plan.</li> <li>• Maintain primary responsibility for writing and editing the document, as well as design, format and branding of the document, and prepare all final document materials and data.</li> </ul>
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	<ul style="list-style-type: none"> <li>• The consultant must be amenable to document edits by CAMPO staff.</li> <li>• Facilitate of key focus group/stakeholder meetings.</li> </ul> <p><u>CAMPO Staff:</u></p> <ul style="list-style-type: none"> <li>• Schedule and coordinate meetings.</li> <li>• Provide support for key focus group/stakeholder meetings.</li> <li>• Provide documents and data as needed.</li> <li>• Review consultant work products and provide comments.</li> <li>• Post project updates via social media, Constant Contact, and websites.</li> <li>• CAMPO staff will provide the consultant(s) with the relevant documents and data (GIS data, surveys, statistics) for the project team to conduct a thorough review.</li> </ul>						
Other Comments:	This project will be paid with federal funds; therefore, special federal terms and conditions will apply to this project. See attachment A for those terms and conditions.						
Contact:	City of Jefferson Office of the Purchasing Agent 320 E. McCarty Street Jefferson City, MO 65101 (573) 634-6325 <a href="mailto:lcorrigan@jeffcitymo.org">lcorrigan@jeffcitymo.org</a>						
Deadline:	1:30 p.m. on January 27, 2022						
Submit <ul style="list-style-type: none"> <li>• Letter of interest (not to exceed 10 pages) and statement of qualifications</li> <li>• Preferred method of submittal: electronically through Bonfire. May also submit via hard-copy, to the contact address above. If submitting via hard-copy, include the bid number (RFSQ4016) on the outside of the envelope</li> </ul>							
Evaluation Criteria (100 possible points): <table> <tr> <td>Experience and Technical Competence</td><td>35 points</td></tr> <tr> <td>Capacity and Capability</td><td>30 points</td></tr> <tr> <td>Past Record of Performance</td><td>35 points</td></tr> </table>		Experience and Technical Competence	35 points	Capacity and Capability	30 points	Past Record of Performance	35 points
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## **Attachment A – Federal Terms and Conditions**

### **No Government Obligation to Third Parties –**

(1) The City and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program 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 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this 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 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, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on the contractor to the extent the US Government deems appropriate.

(2) If the contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on the contractor, to the extent the US Government deems appropriate.

(3) The contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records and Reports –** The following access to records requirements apply to this contract:

1. Where the City is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), the contractor shall provide the City, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to the contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)(1), which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where a City which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, the contractor shall make available records related to the contract to the City, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 City, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

**Federal Changes** – The contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of the contract. The contractor's failure to comply shall constitute a material breach of the contract.

**Civil Rights Requirement** – Use this one. The one below is the wording from FTA and it is very long and confusing to figure out what actually applies to a contractor.  
The following requirements apply to the underlying contract:

(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:

(a) 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 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the 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.

(b) 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.

(c) 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(3) 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.

## **Termination –**

a. Termination for Convenience (General Provision) the City may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the City's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the City. If the contractor is in possession of any of the City's property, the contractor shall account for same, and dispose of it as the City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be affected by serving a notice of termination to the contractor setting forth the manner in which contractor is in default. The contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the City, after setting up a new delivery or performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the City in its sole discretion may, in the case of a termination for breach or default, allow the contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to the City's satisfaction, the breach or default or any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by the contractor or written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by the City shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If the contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to contractor a notice of termination specifying the nature of default. The contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City's convenience.

g. Termination for Default (Transportation Services) If the contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension



or if the contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the contractor a notice of termination specifying the nature of default. The contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the contractor has possession of the City's goods, the contractor shall, as directed by the City, protect and preserve the goods until surrendered to the City or its agent. The contractor and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City's convenience.

h. Termination for Default (Construction) If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if the contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the City 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 resulting from the contractor's refusal or failure to complete the work within specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

The contractor's right to proceed shall not be terminated nor shall the contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the City, acts of another contractor in the performance of a contract with the City, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the City in writing of the causes of delay. If in the City's judgment, delay is excusable, the time for completing the work shall be extended. The City's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the City's convenience.

i. Termination for Convenience or Default (Architect & Engineering) The City may terminate this contract in whole or in part, for the City's convenience or because of the contractor's failure to fulfill contract obligations. The City shall terminate by delivering to the contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, the contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the City's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for the contractor's failure to fulfill contract obligations, the City may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the City.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City's convenience.

**j. Termination for Convenience or Default (Cost-Type Contracts)** The City may terminate this contract, or any portion of it, by serving a notice of termination on the contractor. The notice shall state whether termination is for convenience of the City or for default of the contractor. If termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from the City, or property supplied to the contractor by the City. If termination is for default, the City may fix the fee, if the contract provides for a fee, to be paid to the contractor in proportion to the value, if any, of work performed up to the time of termination. The contractor shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid to the contractor. If termination is for the City's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

**Disadvantaged Business Enterprise (DBE) –**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Since no separate contract goal has been established, the contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

**Incorporation of Federal Transit Administration (FTA) Terms –** All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 contract. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the City to be in violation of FTA terms and conditions.

**Government-wide Debarment and Suspension (Nonprocurement)** – The City agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which includes the following: (a) It will not enter into any arrangement to participate in the development or implementation of contracts with any contractor that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.

The contractor also will comply with federal debarment and suspension requirements when hiring subcontractors, and will review the “System for Award Management” at <https://www.sam.gov>, if necessary, to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2).

**Energy Conservation** – The contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Access Requirements for Persons with Disabilities** – The contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Prompt Payment** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontracts.