



Request for Qualifications

Architectural and Engineering Services for Construction
& Project Administration of a Transit Facility
in Lee's Summit, MO

RFQ Issued on: **February 2, 2022**

Qualifications Due: **March 9, 2022**

Submit ORIGINAL and TWO (2) COPIES of your qualifications to:

OATS, Inc.
Attn: Jill Stedem, Project Manager
2501 Maguire Blvd., Ste. 101
Columbia, MO 65201-8252

Please include firm name and return address in upper left-hand corner and RFQ name in lower left-hand corner of the envelope or package which must be sealed and marked SEALED PROPOSAL.

Faxed or e-mailed Qualifications will not be accepted.

OATS, Incorporated
Request for Qualifications
For
Architectural and Engineering Services
For
Construction of a Transit Facility
February 2, 2022

I. BACKGROUND INFORMATION

OATS, Incorporated is a private not-for-profit agency that began in 1971, and was incorporated in 1973 under the laws of the State of Missouri. Policy decisions regarding OATS are made by a volunteer board of directors comprised of 15 members located throughout the company's 87 county service area. The board hires an executive director who is charged with following board policies to operate the service. Information about OATS is available at www.oatstransit.org.

The project consists of architectural and engineering services for the construction of a transit facility with administrative, meeting room, covered bus parking, washing and light maintenance components in Lee's Summit, Missouri. Funding for this project will come from the U.S.D.O.T. Federal Transit Administration (FTA) Section 5339(b) Discretionary Bus and Bus Facilities program and local sources.

In 2011, a facility Feasibility Study was completed for this project. We had to wait until we were able to secure a federal grant before proceeding with the project. In December 2020, a Facility Information Sheet was submitted to FTA due to the age of the original Feasibility Study, and a change in desired location to build in Lees Summit rather than Harrisonville. This document supports the feasibility of our project. A grant has been awarded by FTA, and OATS now wishes to proceed with design development architectural and engineering services, including construction documents, assistance with construction procurement and construction administration.

II. DESCRIPTIVE INFORMATION

OATS' West Region operation is currently housed in the rental office portion of a shopping mall located in Harrisonville. While this location is suitable for office operations, it lacks needed secure parking and light maintenance facilities, better access roads to main highways and access to more employees. An approximate 4.7 acre vacant tract of land

has been procured for building an office building, which will house the administrative functions of the West Region operation, a bus wash, covered bus canopy, and fenced secure parking for some of the fleet vehicles. Descriptive information regarding building needs are contained in the referenced Facility Information Sheet.

The total project is estimated to include:

- 5,000 sf. office building with one large training room
- Maintenance bay with garage door
- Wash bay
- Cover canopy for parking minibuses/minivans, fenced for security
- Approximately 40 uncovered hard-surface parking spaces

Since the Facility Planning Basis Information Sheet was submitted to FTA in December 2020, both land and construction cost have increased. Therefore, we will need to look at scaling back square footage to help stay within budget on the overall project, or look at options for phasing in portions of the project until adequate funding is acquired.

Total project cost is estimated at \$4,000,000.

III. SERVICES TO BE PERFORMED

The A & E firm selected for the Design Development A & E Services shall include construction documents, assistance with contractor procurement and construction administration. All A & E work will be consistent with the American Institute of Architecture Standard Form B101-2017.

The A & E firm will provide all architectural and engineering services necessary to design the facility. OATS will use AIA Document B101 Owner Architect Agreement as the basis for the design services. The A & E firm will complete the schematic design phase for this project as well as design development, construction documents, bid negotiation and construction contract administration for construction.

It is the desire of the transit agency that construction should be completed by December 30, 2024. Preliminary schedule for design and construction included as Attachment 2.

The fees shown in the preliminary cost estimate are approximations developed as part of the process to establish a grant request. Actual fees will be negotiated with the firm selected, included as Attachment 3.

IV. CRITERIA AND METHOD FOR SELECTION

OATS, Incorporated, will make the selection of the A&E firm. The contract for A&E services will be executed by the Executive Director for OATS, Incorporated. All processes and contracts will be subject to review and approval by the U.S.D.O.T. Federal Transit Administration. Laws, rules, regulations, and approvals by the FTA will be included in all contracts.

Firms interested in this project shall submit original and two (2) copies of professional qualifications. The statement of qualifications shall be transmitted to:

Jill Stedem
Project Manager
OATS, Incorporated
2501 Maguire Boulevard
Columbia, MO 65201

Written requests for clarification or additional information regarding this project must be directed to Jill Stedem, Project Manager, and received at the OATS, Incorporated office no later than **5:00 p.m., CST, February 10, 2022.**

Submittals of professional qualifications must be received by **5:00 p.m. CST, March 9, 2022** at the OATS, Incorporated office at 2501 Maguire Boulevard, Columbia, MO 65201. Any proposals received after that time will not be accepted and will be returned unopened to the proposer.

Qualifications should include the following:

- name of the firm
- owners
- brief history of the firm
- services to be provided by the firm
- services to be provided by sub-consultants
- experience on relevant projects designed by the firm
- experience with Federal Transit Administration projects
- experience with DBE firms
- qualifications of key personnel for this project including project manager
- capacity of key personnel for this project during expected design schedule
- references who are available to be contacted during review period.
- list of projects of a similar size currently underway
- list of projects of a similar size completed in the last five (5) years (with owner's names and phone numbers)

Selection of the firm will be based on the submittals of professional qualifications. Selection will be made by a rating panel consisting of representatives from OATS and the

Missouri Department of Transportation. The rating panel will base its ratings on the following criteria in order of importance:

- Experience Considerations (as it relates to A&E projects as well as project management)
- Firm and Individual Qualifications
- Ability to Perform Work
- References

In accordance with the Brooks Act, the price for professional services will be excluded as an evaluation factor. OATS will negotiate with the most qualified offeror. If there is no agreement on price, negotiations with the next most qualified offeror will be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the transit agency.

V. INSURANCE REQUIREMENTS

Prior to award of the contract, the firm submitting the successful proposal shall provide evidence of Professional General Liability insurance coverage of \$1,000,000 for each occurrence; \$2,000,000 general aggregate and state statutory limits for worker's compensation.

VI. EXPERIENCE AND FINANCIAL STATEMENTS

Pre-qualification statements are not required of proposers. Proposers may be requested to submit financial and experience statements subsequent to the opening of proposals together with such other information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

VII. PROHIBITED INTEREST

No members, officers, or employees of OATS, Incorporated during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member or delegate to the Missouri State Legislature or to the Congress of the United States shall be admitted to any share of any part of this purchase or any benefit arising therefrom. No relative of any member of the OATS, Incorporated, Board of Directors or its employees by blood or marriage within the third degree shall benefit from the proceeds of this contract.

VIII. FTA CONTRACT PROVISIONS

Proposals shall be in conformance with current FTA contract provisions.

IX. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede all oral statements of any and every official or other representative of the purchaser, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

X. FORCE MAJEURE

All delays in or failure of performance by either party under this contract shall not constitute default hereunder, or give rise to any claim for damages, if such delays or failures are caused by circumstances beyond the control of the party concerned, including by way of specification, without limitation, decrees of government, acts of God, fire, floods, explosions, acts of the military, sabotage, or crime.

OATS receives funding from grants through the Federal Transit Administration (FTA) administered by the Missouri Department of Transportation. Since FTA funding will be used for this procurement, the successful bidder will be required to comply with the federal statutes and regulations below. Please review carefully and indicate at the end of the clauses if you would agree to comply with these requirements should you be the successful bidder. Return the signature page with your proposal or bid. **NOTE: Your signed commitment to comply is required for us to consider your submission responsive.**

- Attachment 1 – Facility Planning Basis Information Sheet Dec 2020
- Attachment 2 – Preliminary Schedule for Design and Construction
- Attachment 3 – Preliminary Cost Estimate
- Attachment 4 – Contact Information of Proposer
- Attachment 5 – Final Plat Lot 29A

Ly: Facility RFP West 07 ML revision with standard clauses



2501 Maguire Blvd., Ste. 101
Columbia, MO 65201
573-443-4516

Third Party Contract Clauses

The following Third Party Contract Clauses are required by the Federal Transit Administration as part of this project and are incorporated by reference into the contract between OATS, Incorporated, and the A&E firm (Contractor). By signing the form provided the offeror certifies that it will comply with the below clauses.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Contractor acknowledges and agrees 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 OATS, Inc., Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The 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.

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 FTA Master Agreement, 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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 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 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.

The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, 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 of OATS, Inc. requests which would cause OATS, Inc. to be in violation of the FTA terms and conditions.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

Record Retention

The Contractor will retain and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 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, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records

The Contractor agrees to provide sufficient access to FTA, Missouri Department of Transportation, OATS, Inc., and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance

Contractor agrees to permit FTA, Missouri Department of Transportation, OATS, Inc., and its contractor's access to the sites of performance under this contract as reasonably may be required.

Closeout

The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

CIVIL RIGHTS REQUIREMENTS : Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

Nondiscrimination in Federal Public Transportation Programs

49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

Prohibit discrimination against employment

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

Nondiscrimination on the Basis of Sex

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

Nondiscrimination on the Basis of Age

The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

Federal Protections for Individuals with Disabilities

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in

employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this contract:

Nondiscrimination

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation and gender identity. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 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 the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to 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, and any implementing requirements FTA may issue. The Contractor will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The Contractor agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), PROMPT PAYMENT, RETURN OF RETAINAGE PAYMENTS

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

Prompt Payment

The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contract receives.

Return Retainage Payments

The Contractor agrees further to return retainage payments to each subcontractor within thirty (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. This clause applies to both DBE and non-DBE subcontracts.

The Contractor must promptly notify OATS, Inc., 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 OATS, Inc.

ADA- NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any

subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by OATS, Inc.'s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the OATS, Inc.'s authorized representative. In connection with such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the OATS, Inc.'s authorized representative shall be binding upon Contractor and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute

Unless otherwise directed by OATS, Inc., Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between OATS, Inc. and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by OATS, Inc. or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TERMINATION

Termination for Convenience or Default

OATS, Inc. may terminate this contract in whole or in part, for convenience or because of the failure of the Contractor to fulfill the contract obligations. OATS, Inc. shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination.

Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to OATS, Inc. all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of OATS, Inc., OATS, Inc. shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, OATS, Inc. may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by OATS, Inc.

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 the termination had been issued for the convenience of OATS, Inc.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

- (a) Excluded or disqualified from participating in a covered transaction;
- (b) Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify OATS, Inc.

The Contractor must also promptly notify OATS, Inc. if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor must include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. A Certificate of Compliance will be required as part of the contract if applicable.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to OATS, Inc.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The Contractor agrees to report each violation to OATS, Inc. and understands and agrees that OATS, Inc. will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION REQUIREMENTS

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, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assesment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

FLY AMERICA REQUIREMENTS

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

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. §section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO (2 CFR 200.216)

Prohibition on certain telecommunications and video surveillance services or equipment. (a) OATS, Inc. is prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment means any of the following:

- (a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):
- (b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (c) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

SAFE OPERATION OF MOTOR VEHICLES

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

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

The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor agrees to include the preceding in its subcontracts at each tier, and encourage its subcontractors to comply with these provisions.

Attachment 1

OATS, Inc. West Region Facility

2020 Facility Planning Basis Information Sheet

Attachment 1: Facility Planning Basic Information Sheet

FTA Region VII
Facility Planning Basis Information Sheet

Purpose of the form: According to FTA Circular 9300.1B, there must be a planning basis for every proposed transit construction project. This basis needs to be documented and generally includes a purpose and need statement, determination of existing and future use, identification of alternatives, development of an evaluation criteria matrix, evaluation of alternatives, and selection of the preferred alternative. This form provides a general outline to assist grantees in completing a proposed transit facility planning basis study.

General Information

Agency/Sponsor Name:	OATS, Inc.					
Project Name:	West Region Transit Facility					
Project Contact (name, phone number, and email):	Dorothy Yeager, 573-443-4516, dyeager@oatstransit.org			Date:	12/3/2020	
Project Location	City:	Lee's Summit	County:	Jackson	State:	Missouri
Project Type:	New Construction			Area served:	Rural	
Facility Type and Uses:	Transit Operations Facility					

Purpose and Need

Explain why the project is necessary (the need and what the transportation problem is). Explain how implementing the proposed project will address the need and how the problem is resolved (purpose). Include current transit utilization, ridership information, and estimated future need, as applicable. Explain how implementing the proposed project will affect current and future transit operations. Be sure to include quantity and sizes of current fleet (minivans, cutaway vans, 30 ft buses, etc), anticipated future fleet, and how the new facility will accommodate both the current and future fleet. Include whether or not any refueling or charging operations will be included on site now or in the future. Will any portion of the facility be open to the public, such as ticket sales or customer service, or will the site be employee access only? Also, remember that when determining how much space will be needed in a new facility, it is important to keep in mind some commonly overlooked space needs such as adequate room for electric charging ports, the bicycle racks on the front of vehicles, or extra room to safely perform certain maintenance tasks.

The OATS's West Region office is currently located in rental property at 2109 Plaza Drive in Harrisonville, MO. The West Region facility manages transportation for Cass, Clay, Jackson and Platte counties in Missouri. Current rental space consists of 2,400 square-feet of office space for 8 administrative and management personnel, a small meeting room, vehicle parking for staff, and small parking area for 5-6 buses. This region has 40 drivers working in the four county area, but not all of them report to the OATS facility on a daily basis. A total of 50 vehicles are assigned to this region. These include a mix of drivers who report to the office each day, private parking lots where vehicles are kept, and some drivers who park their bus at their home. OATS Transit vehicles consist of cutaways, Ford Transit's and minivans, as well as back-up vehicles. The current rental space does not have a fleet maintenance shop, wash bay, adequate parking spaces for our fleet of mini-buses and minivans, or adequate training space. The limited parking that is available at this site is not fenced or secure, so our vehicles are stored in an unsecure area left vulnerable to thieves. In 2010 a feasibility study was done to explore building a new West Region Transit Operations Facility. At the time a Consultant hired reviewed options for building in Harrisonville MO, the site of its current rental space. However, since that 2010 study, significant growth has happened in Lee's Summit MO which is more appealing to build to meet future growth needs. Lee's Summit MO has better access to major highways, more community resources, a larger pool of applicants for employment, and more centralized to the four counties that are managed by facility staff. For that reason OATS, Inc. looks to build in Lee's Summit MO. It is our desire to build a facility similar to that of our St. Joseph and Springfield Missouri transit facilities. The new facility will house office staff and transit buses. To allow for future growth, we are also looking to have an adequate office for future regional call center space. This additional space would allow for more office staff who would handle advanced reservations for trips in various areas of the state. Our building plans include a 5,500 sf. office building, 1,900 sf. vehicle maintenance bay, 1,400 sf. vehicle wash bay, a covered canopy for 20-25 minibuses and minivans, and approximately 40 parking spaces uncovered. Due to the nature of how The office building will consist of 4

offices, 10 cubical spaces, large training room, kitchen/break room, and storage space. We are also planning for the future with a regional call center concept. This building will be able to house more office staff should we move to regional approach for booking trips. With an open center concept, cubicles can easily be moved around to allow for future growth to add staffing. The facility will be wired such to allow for future technology needs. OATS, Inc. operates, the facility will not be open to the public. OATS, Inc. is a not-for-profit transportation provider of personalized advance reservation and demand-response service. Ridership scheduled through our West Regional Facility is nearing 100,000 one-way trips each year. These trips span more than 580,000 miles each year in the four-county area. The service requests meet a variety of needs including trips to sheltered workshops, work, meal delivery, medical appointments, dialysis, essential shopping, education, recreation and business needs. The current rental space is inadequate to meet the needs of the region and does not address future growth needs because it is not expandable. The planned facility will serve as a regional transit operations facility. With the anticipated increase in personnel over the next ten years, the West Region operations require both covered and uncovered hard surface parking, canopy covering, a fenced lot to secure our fleet, administration/ office building, single-bay garage for light maintenance work on-site, wash bay and at least 5 acres of property. We expect 20-25 minibuses and minivans will be kept covered on the lot under the canopy, when not in use. Allowing for growth and contingency, available parcels less than 5 acres were eliminated from consideration.

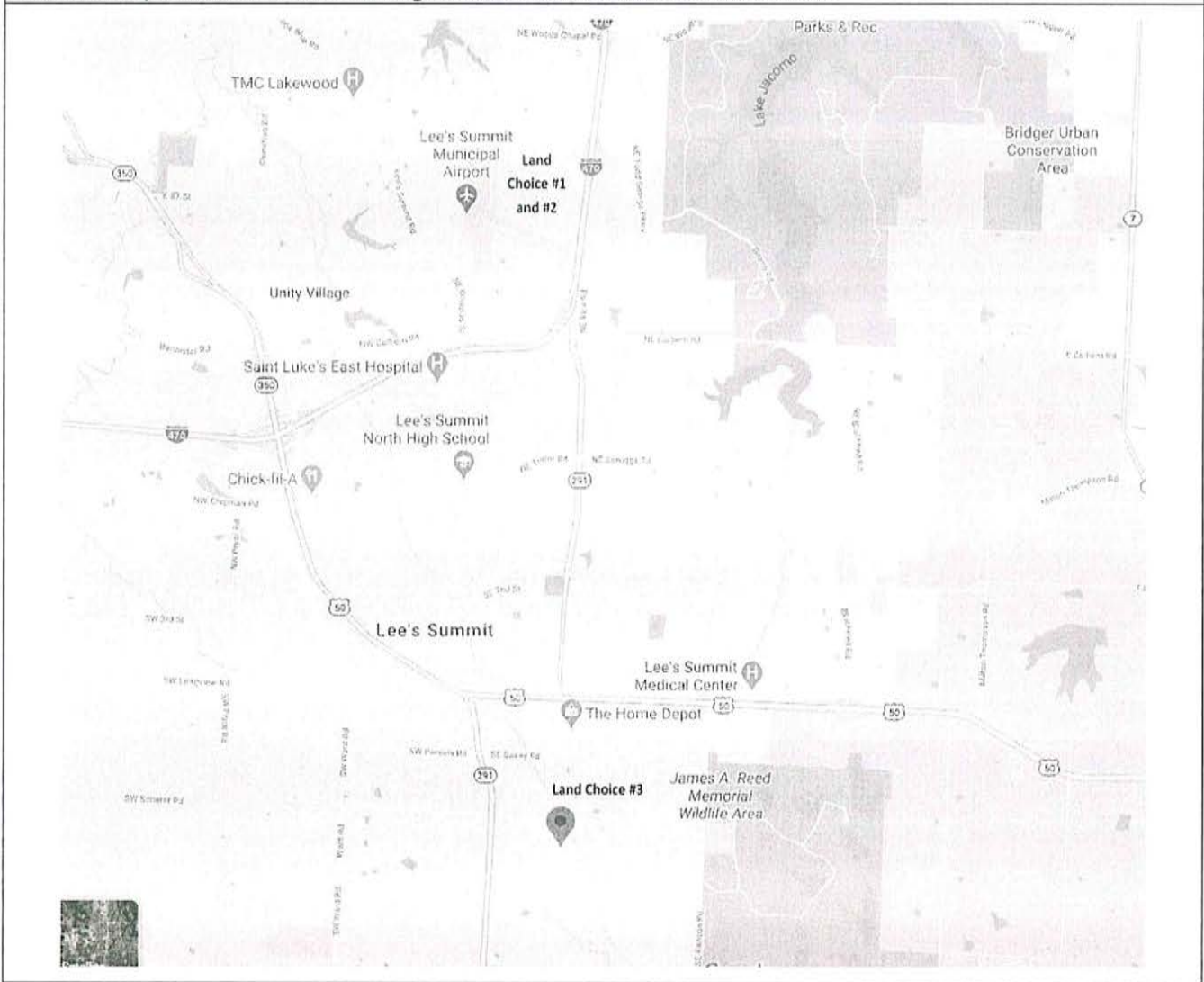
Alternatives Analysis

Number of Alternatives considered:	3	
<p>Site Selection Criteria</p> <p>List and describe the criteria used to evaluate the alternatives. These criteria should be what was used in the evaluation matrix. Descriptions need to include why the criteria's relation to the project, why it was selected, and an explanation of the scoring and weighting of that criteria. Example criteria have been provided in Appendix A: Alternatives Analysis Example. Please refer to this example for sample criteria and to see how the evaluation matrix should relate to these criteria.</p>	Criteria	Description of Criteria
	1) Initial land costs & site development	This criterion includes the assessed valuation of a site, demolition requirements, earthwork or land grading needs, storm water management requirements, and parcel configuration.
	2) Utility cost	<i>This criterion Includes the availability of utilities and limits on development or property easements.</i>
	3) Offsite Access and access of site by buses	Each alternative site was reviewed based on the availability of access to adjacent streets surrounding the site and the ease of maneuvering through adjacent intersections by our large fleet of vehicles.
	4) Environmental Costs	Site alternatives are analyzed based on the potential impacts to natural resources, including wetlands, threatened and endangered species, and federal and state natural areas.
	5) Land use	This criterion deals with minimizing the impacts on and conflict with the adjacent community. The transit use should be compatible with surrounding land uses and should be located to take advantage of potential efficiencies related to market area and users served.

Evaluation Matrix

Key	Evaluation Criteria	Site 1	Site 2	Site 3
		Lakewood Business Center	2710 NE Hagan Rd	Lot 9A LeMone-Smith Center
		Score	Score	Score
Weight	1) Initial land costs & site development	3	2	4
All criteria were weighted equally	2) Utility Cost	4	4	4
	3) Offsite access & access of site by buses	4	3	1
	4) Environmental Costs/ Upgrades	4	4	3
	5) Land Use	5	4	3
	<i>Maximum possible score</i>	25		
	Total Score	20	17	15
	Site Ranking	1	2	3

Alternatives Map: Provide a basic map showing the location of the different alternatives and the selected site along with any other information you feel is important for our understanding of the proposal. Be sure to include the parcel outline with acreage amount labeled for each alternative.



Alternative Selection: Identify below which alternative is the preferred alternative and explain why this is the agency's preferred site.

Land Choice # 1 is our preferred site, located at the SE corner of Strother and Hagen Road, Lees Summit MO. This site is preferred due to land availability in an industrial park, and easy access to Highway 470, Highway 291 and Highway 350. It is directly across the road from the Lees Summit Airport runway and centralized to many hospitals and nursing homes we transport to in the area. This site is approximately 2.1 miles from MoDOT's Lees Summit facility.

Preferred Alternative

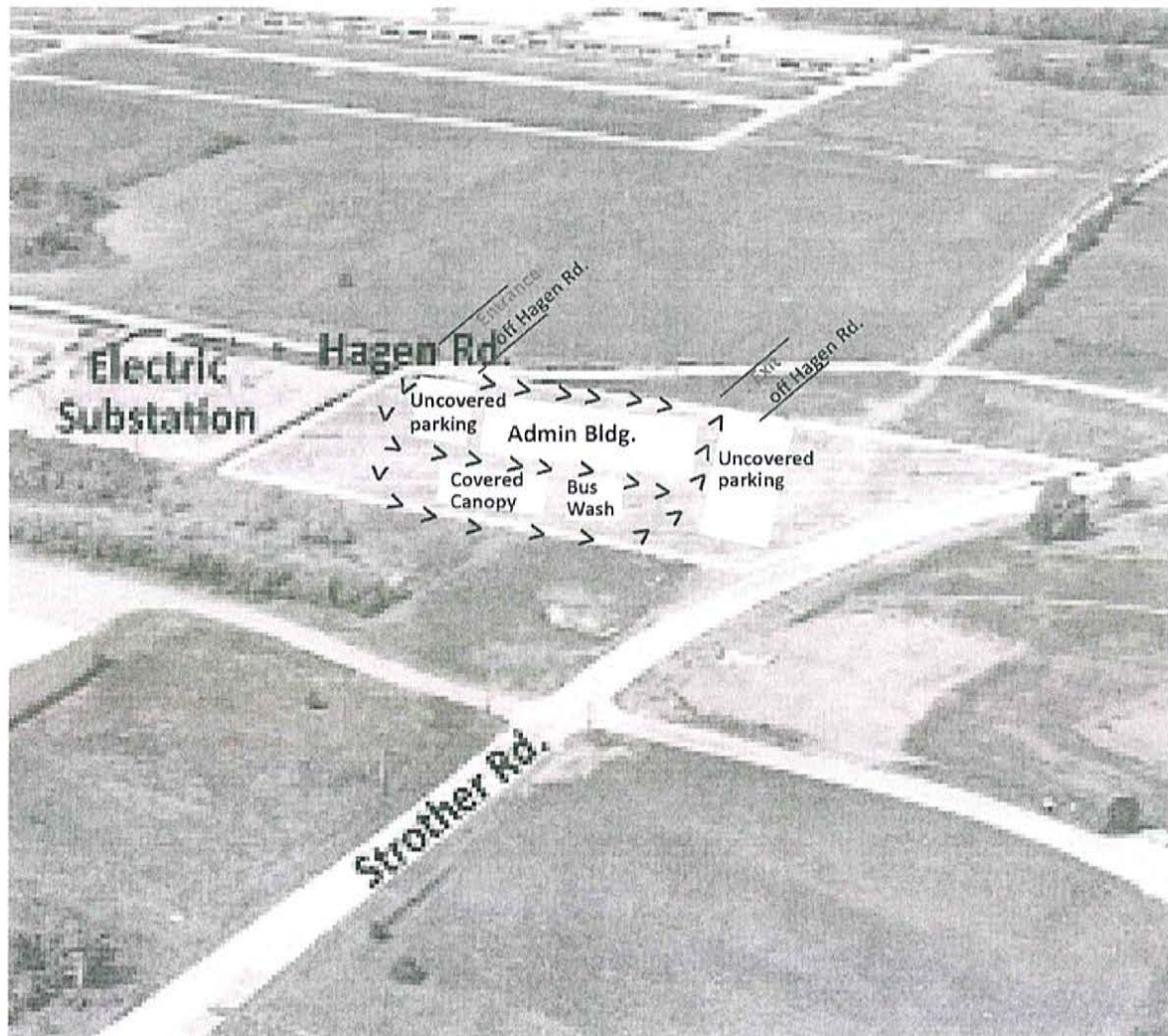
<p>Project Description and Scope of Work. Include all general functions and uses in description. Be advised that non-transit components are not eligible for FTA funding but do need to be included in the description.</p>	<p>OATS, Inc. is proposing the construction of a new West Region transportation operations facility in Lees Summit, Missouri. OATS identified three potential sites in which to locate the West Region transit operations facility. The sites were selected in part due to their proximity to U.S. Highway 470, as well as Highway 291 and Highway 350 in Lees Summit. The project will include office and administrative space, training room for driver training programs, single-bay garage for light maintenance work for our fleet, wash bay, adequate parking (covered and uncovered) for staff and agency vehicles on hard surface lot, fenced parking for security of buses/vans. We look to build office space that will allow for future growth, including a regional call center to take reservations for other areas of the state. This will allow us to maximize technology to its fullest. A minimum of 5 acres is needed, so we did not look at properties smaller than 5 acres.</p>		
<p>Project Site Address</p>	<p>Strother & Hagen Road, Lees Summit MO</p>		
<p>Source of federal funds:</p>	<p>Section 5339</p>	<p>Federal Funding Amount:</p>	<p>\$3,200,000</p>
<p>Source of local match:</p>	<p>Local, non federal funds</p>	<p>Local Match Amount:</p>	<p>\$800,000</p>
<p>STIP/TIP Number:</p>	<p>990340 in MARC TIP</p>	<p>Who will do the design for this project?</p>	<p>Consultant Firm</p>
<p>Is the proposed facility permitted under current zoning regulations? *</p>	<p>Yes</p>	<p>Land use of site and surrounding area:</p>	<p>Industrial</p>
<p><i>*Be sure to include in the project's budget any elements or measures needed for permitting compliance.</i></p>			
<p>Estimated Useful Life*</p>	<p>40 years</p>	<p><i>*Refer to Circular 9300.1B Chapter III subsection 8 (b) "Useful Life of Facilities" for more information. (link provided below)</i> http://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_C_9300_1_Bpub.pdf</p>	
<p>Is future facility expansion included in the proposed scope?</p>	<p>Yes</p>	<p>Estimated square footage of new or expansion facility structure:</p>	<p>Click here to enter text</p>
<p>Estimated square footage of site plan including structure, parking, access roads, and any other site elements:</p>			<p>Click here to enter text</p>
<p>Will parking for the facility be shared with any other uses? If yes, what percent will be transit?</p>	<p>No 100 %</p>	<p>Total number of parking spots needed for transit facility (employee parking plus visitor spots):</p>	<p>40 spaces including transit vehicle spaces</p>

<p>Will the facility be used solely for transit? If no, list all shared use/joint development components with square footage of each use.</p>	<p>The facility will be used solely by OATS, Inc. for transit operations.</p>	
<p>*Refer to Circular 9300.1B Chapter III subsection 8 (c) "Mixed-Use Projects" for more information. http://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_C_9300_1_Bpub.pdf -or- Circular 7050.1A Federal Transit Administration Guidance on Joint Development https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA-161221-001%20Joint%20Development%20Circular.pdf</p>		
<p>Have any shared use or joint development agreement for the facility been executed? If yes, please attach.</p>	<p>N/A</p>	
<p>Describe how utilities and maintenance of the facility will be split between uses. Enter N/A if facility is transit only.</p>	<p>N/A</p>	
<p>Has a Title VI equity analysis been completed for this project?</p>	<p>No</p>	<p><i>If an equity analysis has been completed for the project, please attach it to this document in Exhibit E: Relevant Studies. If not, or if you have any questions, contact the regional office for further direction.</i></p>
<p>Has a traffic study been conducted for the proposed project's impacts on city or state roadways?</p>	<p>No</p>	<p><i>Please provide letter or email of approval from the appropriate entities with traffic jurisdiction for the affected roadways as a supplemental attachment to this document.</i></p>
<p>What safety and security measures will be included in this project, such as fencing, cameras, surveillance, security guards, etc?</p>	<p>Fencing, security cameras, secure entry restricting public access, lighting, covered parking for the fleet.</p>	
<p>Describe any sustainability/green components of the proposed project:</p>	<p>TBD in consultation with the design firm. While not a "green" project, OATS Transit desires the most efficient systems available within the budget for not only cost efficiencies but also sustainability and to protect the surrounding environment.</p>	
<p>Will LEED certification be pursued for this project?</p>	<p>No</p>	

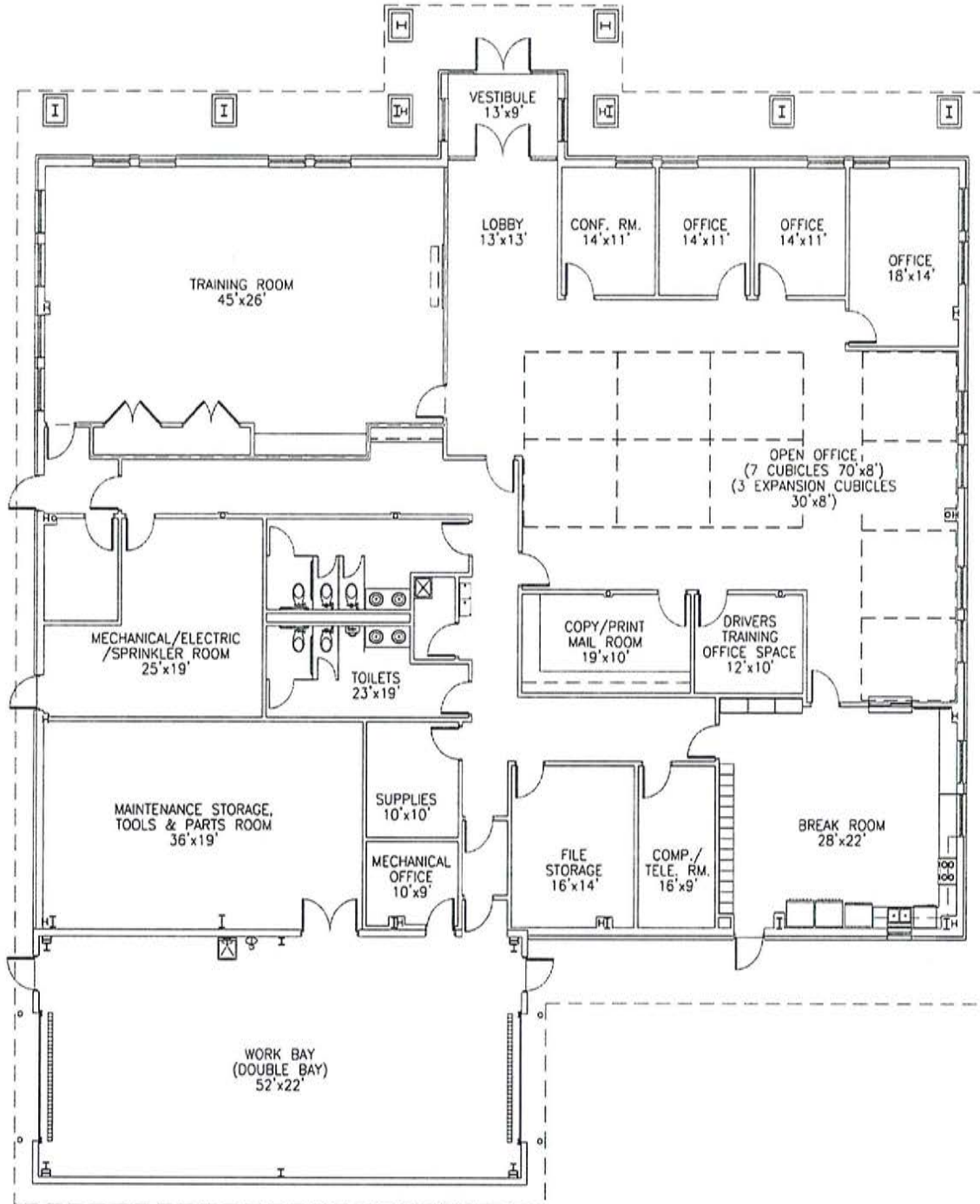
Site Plan: Provide a site plan including the building footprint, adjacent streets, parking and vehicle aprons, on-site vehicle circulation, access roads to and from the site, and significant utilities. Include a north arrow for reference purposes.



OATS, Inc. Draft Site Plan



Floor Plan: Provide a draft floor plan of the proposed facility that includes the rooms inside the building for each floor, room use, and approximate dimensions in square footage for each space. Be sure to clearly distinguish separation of uses and shared areas if facility will be mixed use. If this project is expansion of a current facility, be sure to clearly delineate between the existing and proposed features.



Real Estate

Will current facility, if any, be replaced?	No		
If yes, what are the plans for the old facility?	N/A		
Will disposition of current facility occur?	No	Describe the plan to satisfy the federal interest of the disposition if federal funds were used in the construction. If grant number and dollar amounts from previous federal involvement is known, please include:	
		Click here to enter text	
Is there any land acquisition (including easements and donations) required? *	Yes	Will land value be used as local match? *	No
<i>*Include these items in your budget if applicable*</i>			
Will there be any relocations?	No	If yes, identify quantity and type (residential or commercial) of relocation:	N/A
Will the project require demolition of any structures?	No	If yes, please describe including number of structures to be demolished	N/a
<p>**Important note: Please notify FTA Region VII staff prior to any real estate acquisition/leasing actions, including property appraisals. Note that failure to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and appraisal requirements may jeopardize the use of Federal funds for the project. No action should be taken which might limit location choice prior to FTA making a NEPA finding. **</p> <p><i>For further information, refer to Uniform Relocation Act, 49 CFR Part 24 https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/49cfr24fr.pdf</i></p> <p><i>The completion of this document does not constitute environmental review for the project. Full NEPA classification and environmental review will be completed as part of the separate FTA Region VII NEPA worksheet.</i></p>			

Exhibit A: Project Location Map

Provide aerial map of the project's precise location including the surrounding area and existing conditions. Be sure to include street/roadway names.



Exhibit B: Project Schedule

Include the timeframe for feasibility study, environmental documentation, design, real estate review and acquisition, FTA grant submittal, construction, and estimated opening date. Provided below is a sample milestone schedule that indicates some of the activities and milestones associated with facility projects. All projects are different so not all activities would apply to every project and estimated time to complete each of these activities vary significantly depending upon the local politics and funding availability.

<u>Activity</u>	<u>Date</u>
Project Initiation	September 1, 2020
Hire consultant, if needed, for NEPA and/or feasibility efforts. NEPA and Planning work may be done in house if transit agency chooses. <i>(*Consultants for this effort can't be contracted for post-NEPA efforts under the same procurement)</i>	n/a
Feasibility/Planning Basis Study and Site Selection (Conceptual Design)	December 10, 2020
Environmental Analysis- NEPA	February 1, 2021
FTA Environmental Finding Issued	March 1, 2021
FTA Grant approved <i>(*Typically FTA won't issue grants for design and construction of facilities until an Environmental Finding is issued)</i>	June 1, 2021
Real Estate Appraisal and Review Appraisal	June 1, 2021
FTA concurrence of Real Estate Appraisal <i>(*Allow approximately 1 month for approvals)</i>	July 15, 2021
Acquire real estate for project <i>(Real estate negotiations can take several months so this should be properly accounted for)</i>	September 1, 2021
Hire A/E for Design Efforts	June 30, 2021
Project Management Plan Completed	July 15, 2021
Topographic Surveys Completed	August 15, 2021
Utility and Third Party Agreements completed	August 15, 2021
Geotechnical Reports Completed <i>(Soil Borings on site required for structural design of facility)</i>	August 15, 2021
Preliminary Design Complete (30%) <i>(Information from feasibility/planning basis study should already be at approximately the 20% design complete stage)</i>	September 15, 2021

30% Design review and Stakeholder review complete	October 10, 2021
30% Review Meeting	October 15, 2021
60% Design Completed	December 15, 2021
60% Peer Review and Stakeholder Review	January 15, 2022
60% Cost Estimate Update	January 15, 2022
90% Design completed (drawings and specifications)	April 1, 2022
90% Design Review and Stakeholder review complete	May 1, 2022
90% Cost Estimate Update	May 1, 2022
90% Review Meeting	May 15, 2022
100% Contract Documents Approved by Agency <i>(All legal, FTA clauses, etc completed)</i>	June 15, 2022
Final Independent Cost Estimate Completed	June 15, 2022
Contract Advised for IFB or Request for Proposal	July 1, 2022
Pre-Bid Meeting or Pre-Proposal Meeting	July 15, 2022
Bid Opening (For an IFB)- Proposal due for RFP	August 15, 2022
Cost and Price Analysis Completed (for IFB)	September 1, 2022
Contract Award <i>(*Note- A best value award requires evaluations therefore it can take longer to get the contract awarded)</i>	September 15, 2022
Notice to Proceed (NTP) <i>(All insurance and bonds completed)</i> <i>3-10 days after contract award</i>	October 1, 2022
Pre-construction Meeting	October 15, 2022
Third Party Utilities Relocated <i>(ie a major fiber optic cable runs through site)</i>	November 1, 2022
Contractor Submittals Due	November 15, 2022
Ground Breaking	December 1, 2022
Earthwork Completed	February 1, 2023
Site Utility Work Complete <i>(new utilities)</i>	March 1, 2023



Foundations Completed	May 1, 2023
Building Frame Completed (Closed in)	October 1, 2023
Interior utility (Electrical, mechanical) Completed	December 1, 2023
Interior Finishing (drywall, fixtures, cabinet, flooring)	January 1, 2024
Exterior Finishing	February 1, 2024
Exterior Pavement and Site Work	March 15, 2024
Landscaping	April 15, 2024
Equipment Installation	April 15, 2024
Equipment Testing	July 30, 2024
Punch List Meeting (Also called Red Zone Meeting)	August 15, 2024
Substantial Completion	August 30, 2024
Building Turned Over to Owner	September 15, 2024
Ribbon Cutting	September 15, 2024
Building Occupied and Operational	September 15, 2024
Operational Plan and Warranty Agreements Completed	October 1, 2024
As-Builts Completed and Turned over to Owner	October 1, 2024
Contract Closeout	October 30, 2024



Exhibit C: Project Budget and Financial Plan

Describe the funding sources to be used for the project. Provide estimates for each component including the cost for land acquisition of the proposed project using the attached template examples. Two templates are provided below, please choose the appropriate one and clear the non-applicable template.

FTA Region VII - Facility Project Budget EXAMPLE	
Grantee	OATS, Inc.
Project Title	West Region Transit Facility
Project Description	Transit Operations Facility
Date Prepared	August 20

Total Project Cost Estimate	
	Cost
Construction	
Facility	1,900,000
Site Demolition of Existing buildings	00
Site Work- Earthwork	260,000
Utility Work	25,000
Exterior Pavements	200,000
Equipment and Furnishing	80,000
Environmental Mitigation	00
Relocation of Utilities - Third Party Agreement	00
Total construction Cost	2,465,000
Construction Management cost	00
Contingency	475,000
Total Construction Costs	2,940,000
Land Acquisition and Relocation Assistance	660,000
Engineering and Design (approx 6%)	296,000
Engineering During construction	104,000
Owner Furnish Cost for Equipment	00
Contract Administration	00
Total Project Cost Estimate	4,000,000

What is the Federal/local match requirement?

80/20

What is the Federal Amount Required

3,200,000

What is the Local Amount

800,000

Total Funds required

4,000,000

Will the Local Match be Cash Only? (yes/no) _____

Yes

 Other Sources of Local Match

0

 State Grant

00

 Land Value approved eligible for In-kind

00

Cash	\$800,000
Total Local Funds	\$800,000

Financial Plan			
Fiscal Year	FY19		
FEDERAL			
Section 5339 Bus and Bus Facilities	\$3,200,000		
Total Fed	\$3,200,000		
LOCAL			
Cash	\$800,000		
Total Local	\$800,000		
Annual Total Federal and Local Funds	\$4,000,000		
Cumulative Total Federal and Local Funds	\$4,000,000		

*List the year the money is available - not planned to expend

**The Financial Plan should cover the
Total Project cost Estimate**

Exhibit D: Letters of Support

Include letters of support and any applicable approvals. This should include approval from the entities with roadway jurisdiction (public works and/or state DOTs) for the routes impacted by the proposed transit project.

Exhibit E: Relevant Studies

Please attach, or send as separate attachments, any relevant studies to the proposed project. This can include alternative analysis, PELs, any current design plans even if conceptual level, past feasibility studies, local area plans, Title VI equity analysis, summary of any public involvement for this project, or applicable sections from long range transportation plans.

Appendix A: Alternatives Analysis Example

Example criteria have been provided in the chart below followed by their corresponding evaluation matrix. This example is intended to illustrate the connection between the site selection criteria descriptions and the matrix as well as provide example things to look at for alternative analysis. You may select and edit the criteria applicable to your project's alternatives evaluation or create your own. This list is provided as a reference and is a compilation of sample criteria from multiple previous site selection analyses. The important thing to remember is that the criteria used in the evaluation matrix must be directly related to those defined in your criteria description chart.

Site Selection Criteria		
List and describe the criteria used to evaluate the alternatives. These criteria should be what was used in the evaluation matrix. Descriptions need to include why the criteria's relation to the project, why it was selected, and an explanation of the scoring and weighting of that criteria.	Criteria	Description of Criteria
	1) General Geographic Area	Site's proximity to important routes or refueling areas to minimize deadhead time and cost.
	2) Site Area Needs	Potential sites should have at least <i>(insert size needed here)</i> usable acres. Note that irregular shapes, topography, easements, and other factors may render portions of the site unusable.
	3) Anticipated Acquisition Costs	The anticipated acquisition cost should be carefully evaluated in relation to the potential benefits from the site's other characteristics. Sites already owned by the City/County would lessen the financial impact on the tax base. The NEPA process must be completed prior to any appraisals, negotiations, or acquisitions taking place thus these costs are only estimates at this point in time.
	4) Development Costs	Reflects the cost of making the site usable including installation of access roads, utilities, and demolition or removal of existing structures.
	5) Operating Costs	The location of the facility will have a direct impact on the operating costs, including deadhead costs for the selected sites.
	6) Access Requirements	Access streets should be in good condition and capable of withstanding high density traffic without reconstruction or repair. Traffic should be capable of absorbing the additional vehicles from the facility at peak times when the buses will leave and return from the site. Median openings that restrict vehicle movements in certain directions should be avoided. Street width and turning radii should be able to accommodate transit vehicle movements. Proximity to active railroads or large traffic generators should be considered to assess possible access blockages. One-way streets may be less desirable as they restrict the directional options for entering and exiting the facility.
	7) Utilities	Water, sanitary sewer, storm sewer, and electric power should be readily available on the site. Large maintenance equipment may require additional utility service. A secondary source of power should be considered for emergency backup. Natural gas or other refueling options on site may need to be accommodated.
	8) Easements	Easements on the site should be minimized. Constraints imposed by easements may force design decisions which increase construction cost and reduce operating efficiency.

9) Topography	Development of a site with minimum exaction required will help to keep costs down and allow for easier ingress and egress of buses. Sites with smaller slopes will receive higher rank than steeper sites.
10) Geotechnical	The site should not have any discernible geotechnical problems such as water table or fault line issues.
11) Drainage	The site should allow for rapid drainage during and after construction.
12) Floodplains	Construction in floodplains should be avoided when possible. Flood control measures such as berms, fill, retention ponds, and diversion channels will increase cost and can affect the construction schedule.
13) Landfills	Sites of former landfills should be avoided when possible due to concerns with subsidence.
14) Zoning/Land Use/ Neighborhood Compatibility	The site should be within a zone permitting this type of usage to avoid rezoning or variance procedures. Also note that transit operations generate considerable traffic and noise in the early morning hours during pull-out and at night during servicing cycles. The adjacent land uses should be compatible with the intended use of the site. Sites zoned commercial or public use will receive the higher rankings as this land use classification best matches the project. Sites zoned industrial will receive a medium rank as a rezoning or variance may be needed. Residential zoning will receive the lowest rank as the agency wants to avoid condemning homes or relocating citizens for the project.
15) Regional and Area Plan/Overlay District Conformity	Local planning efforts such as area plans, downtown vision plans, and special overlay districts take into account many important factors for a community's growth and often involve substantial public input. Therefore, ensuring a new facility conforms to the ideas laid out in these plans is also important. Sites where the project will most match local planning efforts will receive a higher rank in the evaluation matrix.
16) Environmental Impact	Conditions which will require development of an Environmental Impact Statement should be avoided. Areas of concern include: <ul style="list-style-type: none"> • Air quality • Noise and visual impacts • Water quality • Traffic impacts • Displacement of residences and businesses • Biological impacts (wildlife and vegetation) • Impact on parks • Historic and cultural resources
17) Shared Use Potential	Sites with shared use or joint development opportunities have the potential to reduce the transit agency's construction and maintenance costs.
18) Cultural Resources Impacts	Scores for this criterion were based on an assessment of a project's potential impact on cultural or historically significant resources. Sites directly adjacent to cultural resources scored lower as special design considerations may be needed to lessen any impact. Sites not adjacent to cultural resources scored higher.

Evaluation Matrix*

**Below is an EXAMPLE matrix that is provided as a template for your use. Please add to, edit, or expand as needed. You may also replace with your own matrix. The evaluation criteria used in your evaluation matrix needs to match the site selection criteria that were identified in the previous table.*

Evaluation Criteria	Weight	Site 1		Site 2		Site 3	
		101 W. Main		400 E Broadway		345 N. Outer Rd	
		Rating	Score	Rating	Score	Rating	Score
1) General Geographic Area	5	4	20	1	5	2	10
2) Site Area Needs	5	2	10	3	15	3	15
3) Anticipated Acquisition Costs	4	3	12	4	16	4	16
4) Development Costs	3	0	0	0	0	0	0
5) Operating Costs	3	4	12	4	12	0	0
6) Access Requirements	3	4	12	4	12	4	12
7) Utilities	3	4	12	0	0	2	6
8) Easements	2	3	6	1	2	3	6
9) Topography	2	4	8	2	4	3	6
10) Geotechnical	2	4	8	0	0	0	0
11) Drainage	2	4	8	4	8	4	8
12) Floodplain	2	4	8	3	6	0	0
13) Landfills	1	0	0	0	0	0	0
14) Zoning	1	4	4	4	4	4	4
15) Neighborhood Compatibility	1	3	3	4	4	4	4
16) Environmental Impact	1	3	3	3	3	3	3
17) Shared Use Potential	1	4	4	4	4	0	0
<i>Maximum possible score</i>	<i>168</i>						
Total Score			130		95		90
Site Ranking			1		2		3

Key
Weight
5 = most important
4 = more important
3 = important
2 = less important
1 = least important
Rating
4 = excellent
3 = good
2 = fair
1 = poor



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION VII
Iowa, Kansas,
Missouri, Nebraska

901 Locust Street
Suite 404
Kansas City, MO 64106
816-329-3920
816-329-3921 (fax)

**Federal Transit Administration
Categorical Exclusion (CE) for OATS Transit
West Regional Transit Facility at the
Southeast Corner of Strother Rd and Hagen Rd
Lee's Summit, Missouri**

Federal Transit Administration (FTA) determines that the OATS Transit West Regional Transit Facility at the SE Corner of Strother Rd and Hagen Rd Project meets the criteria for a Categorical Exclusion (CE) in accordance with **23 CFR 771.118(c)(9)**. OATS Transit is constructing a 5,500 sq. ft. office building; 1,900 sq. ft. vehicle maintenance area; 1,400 sq. ft. vehicle wash building; a canopy for covered vehicle parking storage area with space for 10 transit vehicles, and additional pavement for 30 vehicle parking spaces. The entrance and exit access will be onto Hagen Rd. The project includes the purchase of a 4.7 acre lot. The parcel is located in a developing light industrial/commercial area, the entire parcel will be acquired to protect the site for future project phases. The site is currently vacant with no structures present.

Pursuant to Section 106 of the National Historic Preservation Act, 36 CFR Part 800, FTA determines a finding of **"No Adverse Effects to Historic Properties"** as a result of the project. The SHPO concurred with this determination on May 20, 2021.

Pursuant to 23 CFR Part 774, FTA determines that no land, feature, or attribute from a Section 4(f) resource will be acquired or substantially impaired by the project; therefore, there is no use of Section 4(f) property associated with the project.

This Categorical Exclusion is valid for three years. Any phases in future years must be re-evaluated prior to construction. If there is any change in the scope of work or project footprint, OATS Transit must contact FTA to evaluate potential impacts. The following project commitments/mitigation measures are not subject to change without prior written approval from FTA.

- Access to adjacent properties will be maintained throughout the project construction.

Prepared By

Eva Steinman
Community Planner, FTA Region VII

Date: 6/9/2021

Approved By

Mokhtee Ahmad
Regional Administrator, FTA Region VII

Date: 6/9/2021

Attachment 2

**OATS, Inc. West Region Facility
Potential Schedule for Design and Construction**

Design Procurement	
RFP out	February 2, 2022
Response Period	February 2 to March 9, 2022
Questions Due	February 10, 2022
Qualifications Due	March 9, 2022
Select and initiate contract	April 5, 2022
Design Services	
Prepare Design	April 18 to August 8, 2022
Reviews and Permitting	August 8 to September 26, 2022
Construction Procurement	
Advertise for Bids	August 24, 2022
Response period	August 24 to October 26, 2022
Select and initiate contract	November 16, 2022
Construction Period	
Mobilization, Submittals, Utility Agreements, etc.	December 7, 2022 to February 1, 2023
Construction (Ground Breaking to Building/Site Turnover)	February 1, 2023 to November 30, 2024 <i>(subject to weather conditions)</i>
Warrantees & As-Builts Completed/ Contract Closeout	December 31, 2024

Attachment 3

OATS, Inc. West Region Facility
Preliminary Cost Estimate

Design:	\$ 269,203.05
Construction/Site Work/Utilities :	\$2,860,000.00
Land:	\$ 790,796.95
Support Equip.	\$ 80,000.00
Total Estimated Cost:	\$4,000,000.00

Attachment 4

Contact Information of Proposer:

Firm Name: _____

Contact Person & Title: _____

Address: _____

Telephone: _____

E-Mail: _____

Website: _____

Signature: _____ Date: _____

Signers Name & Title: _____

On behalf of the firm listed above, I hereby submit this proposal in response to the Request for Qualifications for Architectural & Engineering Services for OATS, Inc.

Legal Description of the proposed:

Lot 29A of Lakewood Business Center on I-470 – Plat Q

PROPERTY DESCRIPTION:

All that part of the Northwest quarter of Section 20, Township 48, Range 31 and all of Lot 29, Lakewood Business Center on I-470 – Plat Q, in the City of Lee's Summit, Jackson County, Missouri more particularly described as follows;

Commencing at the Northeast corner of the Northwest quarter of said Section 20; thence North 88 degrees 22 minutes 18 seconds West along the North Line of said quarter section, a distance of 814.12 feet; thence South 01 degrees 37 minutes 42 seconds West, a distance of 30.17 feet to a Point on the South right-of-way Line of NE Strother Road as now established, also being the POINT OF BEGINNING; thence North 88 degrees 22 minutes 18 seconds West, along the North line of Tract B, Lakewood Business Center on I-470 – Plat Q, a distance of 70.33 feet, to the Northwest corner of said Tract B, also being the Northeast corner of said Lot 29; thence South 01 degrees 37 minutes 42 seconds West, along the East line of said Lot 29, a distance of 474.92 feet, to the Southeast corner thereof; thence North 88 degrees 22 minutes 18 seconds West, along the South line of said Lot 29, a distance of 375.12 feet, to the Southwest corner thereof, said point also being on the East Right-of-Way line of NE Hagan Road, as now established; thence North 01 degrees 20 minutes 42 seconds East, along said East Right-of-Way, a distance of 49.41 feet; thence continuing along said East Right-of-Way, along a curve to the left, (said curve having an Initial Tangent Bearing of North 00 degrees 51 minutes 55 seconds East, a radius of 380.00 feet), an arc distance of 195.65 feet; thence North 02 degrees 03 minutes 12 seconds East, a distance of 269.08 feet, to a point on the North line of said Northwest quarter; thence South 88 degrees 22 minutes 18 seconds East, along the North line of said quarter section, a distance of 376.75 feet, to a point on the Southerly Right-of-Way line of NE Strother Road; thence along said Southerly Right-of-Way, along a curve to the left, (said curve having an Initial Tangent Bearing of South 70 degrees 59 minutes 52 seconds East, a radius of 1100.00 feet), an arc distance of 122.49 feet, to the POINT OF BEGINNING. Containing 4.74 acres.