

# City of Jefferson

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



## Ron Fitzwater, Mayor

Leigh Ann Corrigan  
Purchasing Agent

May 31, 2024

Dear Consultant:

The City of Jefferson (City), as Administrator of the Capital Area Metropolitan Planning Organization (CAMPO), is requesting the services of a consulting engineering firm to perform the described professional services for the project included on the attached Request for Qualifications (RFSQ4228).

If your firm would like to be considered for these consulting services, you may express your interest by responding as described below. Limit your letter of interest to no more than fifteen (15) pages. This letter should include a statement to indicate your firm's understanding of the project as well as any other information which might help us in the selection process, such as: the persons or team you would assign to the project and the backgrounds of those individuals, any other projects your company has recently completed or are now active, and any sub-consultants you would propose to use. 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. The statement of qualification is not included in the total page count limit.

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.

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.

Responses to this Request for Qualifications will be accepted until **1:30 p.m., June 28, 2024**. It is the sole responsibility of the consultant to see that the response is received before the submission deadline. All submissions shall be submitted through the City's online purchasing portal at <https://jeffersoncitymo.bonfirehub.com>

Any and all questions must be submitted to Leigh Ann Corrigan either via Bonfire, email (LCorrigan@jeffersoncitymo.gov) or by phone (573-634-6325).

Sincerely,

*Leigh Ann Corrigan*

Leigh Ann Corrigan  
Purchasing Agent

Attachment



County:	Cole										
Location:	Jefferson City Tri-Level (US Route 50/54/63) Interchange and Rex Whitton Expressway										
Federal Aid No:	STBG-3100(525)										
Proposed Improvement:	Planning study for the US 50/54/63 “Tri-Level” Interchange and Rex Whitton Expressway										
Length:	NA										
Approximate Budget:	CAMPO has initially allocated \$250,000 for this project with potential for additional \$250,000 of local funding.										
DBE Goal Determination:	0%										
Consultant Services Required:	See Attachment A – Scope of Work										
Other Comments:	This project will be paid for with federal funds; therefore, special federal terms and conditions will apply to this project. See Attachment B 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@jeffersoncitymo.gov">lcorrigan@jeffersoncitymo.gov</a>										
Deadline:	1:30 p.m. on June 28, 2024										
<p>Submit</p> <ul style="list-style-type: none"> <li>Letter of interest (not to exceed 15 pages) and statement of qualifications</li> <li>Method of submittal: electronically through Bonfire (<a href="https://jeffersoncitymo.bonfirehub.com">https://jeffersoncitymo.bonfirehub.com</a>)</li> </ul>											
<p>Consultant selection shall be conducted pursuant to the Brooks Act for Consultant Selection and other applicable Federal and State regulations.</p> <p>The following criteria will be used to evaluate the submitted qualifications.</p> <table> <tr> <td>Project Understanding &amp; Approach</td> <td>30 Points Max</td> </tr> <tr> <td>Experience and Technical Competence</td> <td>30 Points Max</td> </tr> <tr> <td>Capacity &amp; Capability</td> <td>20 Points Max</td> </tr> <tr> <td>Past Record of Performance</td> <td><u>20 Points Max</u></td> </tr> <tr> <td></td> <td>100 Points Max Total</td> </tr> </table> <p>The selection committee reserves the right to rank firms based upon their written proposals only, without an interview phase. If interviews are deemed necessary, they will be conducted with the teams that rank highest on the above criteria.</p> <p>The City may negotiate to refine the scope of services and reach agreement on details as to terms and fees for professional services. The City reserves the right to terminate negotiations at any time and commence negotiations with the next most qualified firm if a satisfactory agreement cannot be reached.</p>		Project Understanding & Approach	30 Points Max	Experience and Technical Competence	30 Points Max	Capacity & Capability	20 Points Max	Past Record of Performance	<u>20 Points Max</u>		100 Points Max Total
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	100 Points Max Total										



## ATTACHMENT A – SCOPE OF WORK

### Jefferson City Tri-Level (US Route 50/54/63) Interchange and Rex Whitton Expressway Planning Study – Request for Qualifications

**Purpose.** The purpose of this Request for Qualifications (RFQ) is to identify a consulting engineering firm to undertake a comprehensive planning study for the US 50/54/63 Interchange (also known as the Tri-Level Interchange) and US 50/63 between Jackson Street and the Tri-Level (also known as the Rex Whitton Expressway), in Jefferson City, Missouri.

**Background.** The existing “Tri-Level” interchange located in central Jefferson City is the confluence of US Routes 50, 54, and 63, and has been identified as a regionally significant need within the CAMPO Metropolitan Transportation Plan. The Tri-Level was originally constructed in the early 1960’s and currently services over 80,000 vehicles per day. While the Tri-Level has been modified through the years, the lane and ramp configurations remain unconventional and include a yield and a stop sign on the eastbound 54 off ramp as well as short weaving and merging sections. Some of the curve and intersection radii are small, leading to difficulty for large and oversized loads causing occasional roadway blockage.

US Route 50/63 east of the Tri-Level, known as the “Rex Whitton Expressway”, was also constructed in the early 1960’s and currently operates over capacity for much of the day, which causes frequent delays for the traveling public. The Expressway was the subject of an Environmental Impact Statement completed by MoDOT in 2008. The Preferred Alternative included additional thru-lanes on Route 50/63, a number of intersection improvements, grade separation structures at Madison Street and Jackson Street, and a new diamond interchange at Lafayette Street. The construction of the Lafayette Street interchange and Jackson Street bridge has been completed.

**Project Goal.** The goal of this Planning Study is to analyze and identify highway system needs within the study area, develop reasonable alternatives to address highway system needs, traffic congestion, traffic safety issues, and vulnerable road users; and develop cost estimates for reasonable alternatives which will be utilized to pursue future funding opportunities and provide a vision for the future of the study area. The Planning Study shall conform to NEPA requirements as it will be utilized in future environmental review processes.

**Approximate Study Area.** The approximate study area includes US Route 50 from west of Jackson Street to Dix Road; US Route 54 from Linden Dr. overpass to the Missouri River; US Route 63 from west of Jackson Street to the Missouri River; Business Route 50 (Missouri Boulevard) from Ohio Street to West McCarty Street; as well as all major interchanges and intersections within the above routes. A map showing the approximate limit for the study area is attached (Exhibit 2). The consultant will collaborate with local planning partners to determine the final limits of the study area. The consultant will also consult FHWA in determination of logical termini of the study area boundary.

**Planning Study Services.** It is anticipated that services included in the Planning Study may include:

- a. Perform traffic modeling and level of service analysis of existing conditions using MoDOT traffic counts, collected traffic counts, the CAMPO Traffic Demand Model and other available data to identify areas of concern within the study area.
- b. Perform a Road Safety Audit.



- c. Conduct safety analysis using the last ten years of available data to identify high crash locations, resulting injuries, and crash types.
- d. Perform other preliminary investigations such as as-builts plans, existing Right of Way, desktop environmental review, bridge assessments, utility investigations, and activities necessary to identify other areas of concern and/or project constraints.
- e. Develop projections for future traffic patterns, volumes, and movements.
- f. Develop reasonable alternative improvements that address identified areas of concern such as deficient levels of service, high crash locations, pedestrian needs, and aging infrastructure. The reasonable alternatives should include alternatives identified in the 2008 Rex Whitton EIS with updated traffic volume projections.
- g. Perform traffic modeling, level of service analysis and traffic safety analysis for reasonable alternatives with current and future traffic volumes, including consideration of the current/planned lane addition on Route 54 between the Route 63 interchange and the Missouri River Bridge.
- h. Prepare plan & profile exhibits of reasonable alternatives, including approximate construction limits and existing/proposed Right of Way needs on a conceptual level.
- i. Prepare rough order of magnitude cost estimates for construction of reasonable alternatives.
- j. Identify potential phasing for implementation.
- k. Develop a NEPA transition plan that also addresses the 10 conditions found in 23 U.S. USC 168(d), as well as the requirements under 23 CFR 450.212 & 318.
- l. Produce a final Planning Study report.
- m. Identify future funding opportunities and assist with associated grant applications.

Because the Planning Study will be utilized in a future NEPA environmental review process, the following shall be included in the Planning Study:

- a. The Planning Study shall be developed through a planning process conducted pursuant to 23 USC Section 168 and other applicable State and Federal law.
- b. Consult with the appropriate Federal and State resource and partner agencies.
- c. Develop a plan for the required consultation with Native American Tribes. All communication with tribal organizations must be conducted through MoDOT Historic Preservation Section. Tribal organizations shall not be contacted directly.



- d. Include broad multidisciplinary consideration of systems-level or corridor-wide transportation needs and potential effects, including effects on the human and natural environment.
- e. Include public notice that the resulting planning products may be adopted during a subsequent environmental review process in accordance with 23 USC Section 168.
- f. Conduct public meetings to gather input on existing challenges and proposed reasonable alternatives.
- g. Conduct specific stakeholder meetings with project partners, constituents within and near the study area, and review agencies.

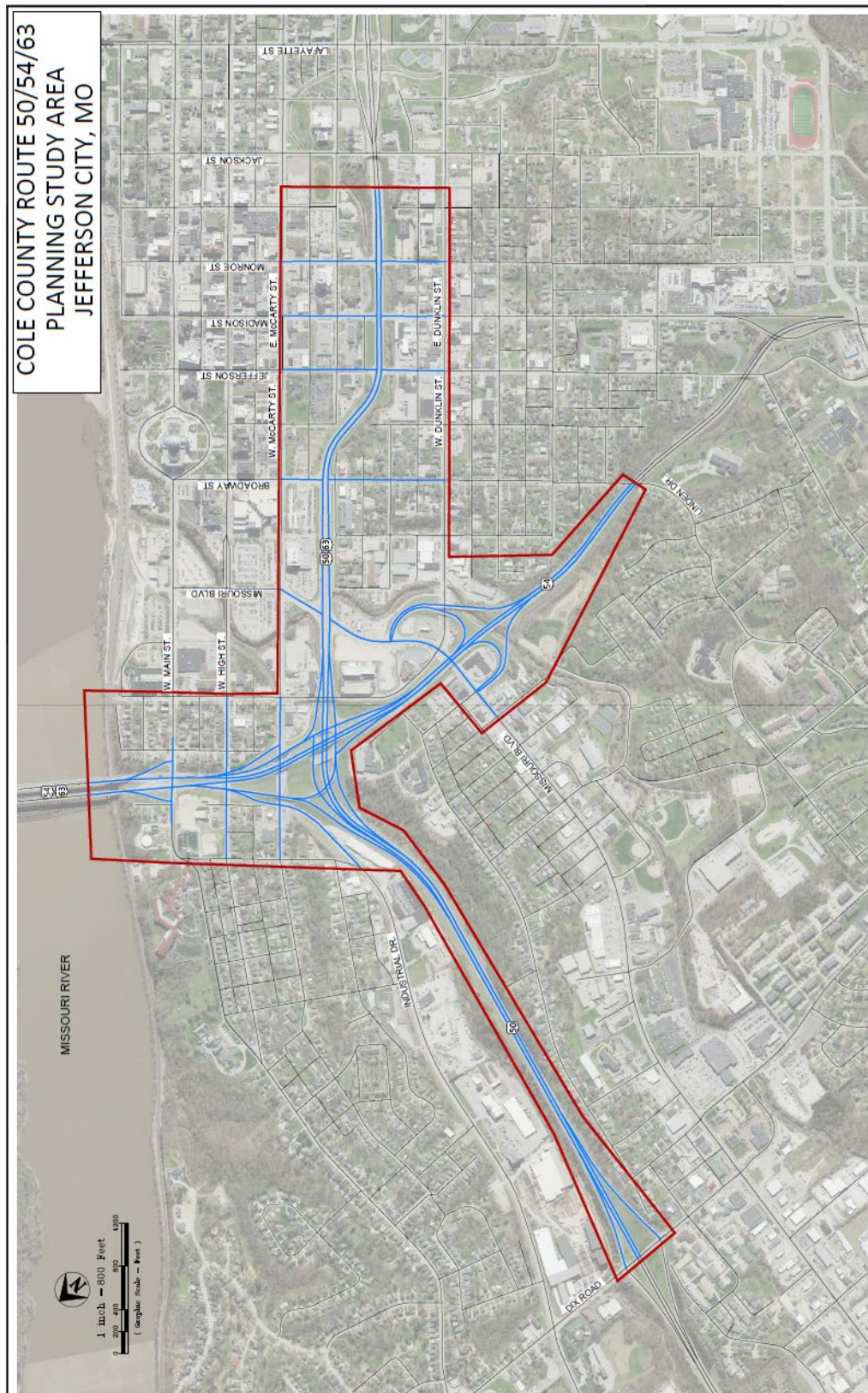
**Proposed Project Timeline.**

Issue RFQ:	June 3, 2024
RFQ Responses Due:	June 28, 2024
Consultant Selected:	July 19, 2024
Scoping Phase Complete:	August 14, 2024
Consultant Contract :	September 13, 2024
Study Phase Complete:	T.B.D.

This project will be partially funded with federal funds (CAMPO CPG Funds), therefore, the federal terms in Attachment B will apply to this project.

**MAP OF AREA**





## ATTACHMENT B – Federal Clauses

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** – 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 ensure 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 the 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 their 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 the convenience of the City or for default of the contractor. If termination is for default, the notice shall state the way 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.