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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. July 2, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on June 25, 2013

AWARDS AND PROCLAMATIONS

- Proclamations:

H.O.P.E Inc. Health Fair Days
Plant a Row for the Hungry Week
School Bus Driver Day
- Awards:

Citizen's Fire Academy Graduation

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Greg Ferris - Design Alternative for Webb/Kellogg/KTA Interchange.
2. John Bell - Concern regarding the approved Kellogg off ramp for the Kansas Turnpike and Webb Road.
3. Janet Wilson or James Roseboro - Thank the City's Support of WIN at the Nashville Conference and bidding to bring the Conference to the City.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 18)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

None

III. UNFINISHED COUNCIL BUSINESS

IV. NEW COUNCIL BUSINESS

None

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Council Member Lavonta Williams to attend the NBC-LEO Annual Summer Conference in Milwaukee, Wisconsin, July 30 to August 5, 2013.

RECOMMENDED ACTION: Approve the expenditures.

2. Municipal Court Judge Appointments and Compensation.

RECOMMENDED ACTION: Each Municipal Court Judge be reappointed and receive a 2.5% salary increase, retroactive to January 1, 2013.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 18)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated July 1, 2013.

- a. Report of Board of Bids and Contracts.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>Special Event</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Kidzcope, Inc	September 1, 2013	Farm and Art Market Plaza

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Sham Gupta	Schulte Food Mart***	11012 SW Blvd

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- Petition for Water Main to Serve Mission Addition. (District VI)
- Petitions for Improvements to Serve Bay Country Addition. (District V)
- Petitions for Improvements to Serve Northborough Third Addition. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Consideration of Street Closures/Uses.
 - a. Community Events - KEYN Summer Concert Series. (District I)
 - b. Community Events - Mustache Dash 5K. (District VI)
 - c. Community Events - Glow Run 5K Wichita. (District IV)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

7. Design Services Agreement:
 - a. Agreement for Design Services for Frontgate Addition. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions

Joint Investment Committee, May 2, 2013.

RECOMMENDED ACTION: Receive and file.

9. 29th Street North Improvement, between Ridge and Hoover. (Districts V and VI)

RECOMMENDED ACTION: Approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures.

10. 2013 Federal Justice Assistance Grant Memorandum of Understanding.

RECOMMENDED ACTION: Approve the Memorandum of Understanding and authorize the appropriate signatures.

11. Approval of Purchased ADA Paratransit Rides Contractor Agreement.

RECOMMENDED ACTION: Approve the Purchased ADA Paratransit Rides Contractor Agreement and authorize the necessary signatures.

12. Nuisance Abatement Assessments, Cutting Weeds. (Districts I, II, IV and V)

RECOMMENDED ACTION: Approved the proposed assessments and place the ordinance on first reading.

13. Nuisance Abatement Assessments, Lot Clean Up. (Districts I, III, IV and V)

RECOMMENDED ACTION: Approved the proposed assessment and place the ordinance on first reading.

14. Exchange of Land with Unified School District 259 at West High School. (District VI)

RECOMMENDED ACTION: Approve the quit claim deed and authorize all necessary signatures.

15. Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$12,675.73 as a full settlement of all possible claims which were made or could have been made in the claim.

16. Second Reading Ordinances: (First Read June 25, 2013)

- a. Second Reading Ordinances. (None)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

17. *VAC2013-00013 - Request to vacate portions of a platted street side yard setback, on property generally located midway between 119th and 135th Streets West, south of Maple Street, on the northwest corner of Firefly Street and Firefly Court. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

18. *VAC2013-00014 - Request to vacate the plattor's text to amend the uses permitted in platted reserves, on property generally located west of 143rd Street East, on the north side of Central Avenue and east of St. Andrews Drive. (County Commission District 1 – City of Wichita's 3-mile ring)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

Agenda Item No. VIII-2

**City of Wichita
City Council Meeting
July 2, 2013**

TO: Mayor and City Council
SUBJECT: Municipal Court Judge Appointments and Compensation
INITIATED BY: City Council
AGENDA: City Council

Recommendation: Reappoint Municipal Court Judges and approve salary increase.

Background: Charter Ordinance No. 191 provides that the appointment and compensation of Municipal Court Judges shall be set by the City Council. The ordinance also provides that the judges will be evaluated according to procedures established by the City Council. City Council policy states that prior to the end of a judge's term of office, written surveys regarding the judge's performance be distributed to a sample of attorneys, witnesses, victims and court staff. Additionally, surveys are to be made available to the public in the Wichita Municipal Court. The survey results are to be utilized by the City Council in determining if the individual judge should be reappointed.

Analysis: Vice Mayor Meitzner and Council Member Williams were designated by the City Council to conduct the review required by the Council policy for reappointment and compensation of the Municipal Court Judges. Pursuant to policy, members of the Wichita Bar Association were asked to complete a survey for each of the five Municipal Court Judges. Additionally, City Prosecutors, Probation Officers, and Docket Clerks were asked to complete an online survey. Defendants, victims, and others appearing in court were given an opportunity to complete a survey as well. The results were summarized and provided to the City Council judicial review committee.

As a result of the positive survey feedback, it is recommended that each Municipal Court Judge be reappointed and receive a 2.5% salary increase, retroactive to January 1, 2013.

Financial Considerations: The cost of the salary increases is budgeted in the Municipal Court expenditure budget.

Legal Considerations: The reappointment process for Municipal Court Judges has been reviewed by the Law Department and complies with Charter Ordinance 191 and the City Council Policy for judicial appointments.

Recommendations/Actions: It is recommended that each Municipal Court Judge be reappointed and receives a 2.5% salary increase, retroactive to January 1, 2013.

Wichita, Kansas
July 1, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Intern, representing the City Manager's Office, and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated June 24, 2013 were read and on motion approved.

Bids were opened June 28, 2013, pursuant to advertisements published on:

2013 Contract Maintenance Ecopave Surface Seal EGB73 (north of 63rd St South, east of 135th St West) (472-85091/132726/132726) Traffic to be maintained during construction using flagpersons and barricades. (District II,V) - \$21,193.44.

Blackwell Emulsions - \$20,993.44 (Engineer's Estimate)

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

PUBLIC WORKS & UTILITIES DEPARTMENT/PRODUCTION & PUMPING DIVISION: Standby Power Generation Cheney Pump Station.

Wildcat Construction Company, Inc. - \$3,891,599.00

PUBLIC WORKS & UTILITIES DEPARTMENT/PRODUCTION & PUMPING DIVISION: Liquid Ferric Sulfate.

General Chemical Performance Products LLC *- \$169,200.00

*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS & UTILITIES DEPARTMENT/SEWAGE TREATMENT
DIVISION: 100 HP, 30 PSI Hotwater Boiler.**

Defer One Week

**HOUSING & COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING
DIVISION: Interior & Exterior Modifications One House.**

New Windows for America - \$24,500.00

CITY MANAGER'S OFFICE – Publication of Legal Notices (Rebid)

Wichita Eagle* - \$90,000.00

*Estimate – Contract approved on unit cost basis; refer to attachments.

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marsha Strayer, Administrative Assistant,
Department of Public Works

Karen Sublet, MMC
City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: July 1, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**June 28, 2013**

2013 Contract Maintenance Ecopave Surface Seal EGB73 (north of 63rd Street South, east of 135th Street West) – Public Works & Utilities Department/Engineering Division
Blackwell Emulsions (Engineer's Estimate) **\$20,993.44**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**June 28, 2013**

Standby Power Generation New Free-Standing Building Cheney Pump Station – Public Works & Utilities Department/Production & Pumping Division
Wildcat Construction Company, Inc. **\$3,891,599.00**

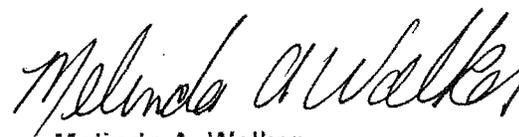
Liquid Ferric Sulfate – Public Works & Utilities Department/Production & Pumping Division
General Chemical Performance Products, LLC (Per Pound) **\$0.094**

100 HP, 30 PSI Hotwater Boiler – Public Works & Utilities Department/Sewage Treatment Division
 (Defer to July 8, 2013)

Interior & Exterior Modifications at One (1) Single Family Site Unit at 2026 E. Mossman – Housing & Community Services Department/Public Housing Division
New Windows for America **\$24,500.00**

Publication of Legal Notices (Rebid) – City Manager's Office
Wichita Eagle (Per Unit) **\$.60**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
 Purchasing Manager

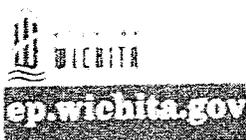
PAVING BID TABULATION SUMMARY

BOARD OF BIDS - June 28, 2013

RQ#340591

FB#340117		Engineer's Construction Estimate	Blackwell Emulstions	Barkley Construction	Cornejo & Sons, LLC
2013 Contract Maintenance Ecopave Surface Seal EGB73		\$20,993.44	\$19,782.28		
(north of 63rd St South, east of 135th St West)	BID BOND		X		
	ADDENDA	0			
472-85091 (132726)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
2013 Contract Maintenance Ecopave Surface Seal EGB73		\$20,993.44			
(north of 63rd St South, east of 135th St West)	BID BOND				
	ADDENDA	0			
472-85091 (132726)					
		Engineer's Construction Estimate			
2013 Contract Maintenance Ecopave Surface Seal EGB73		\$20,993.44			
(north of 63rd St South, east of 135th St West)	BID BOND				
	ADDENDA	0			
472-85091 (132726)					
		Engineer's Construction Estimate			
2013 Contract Maintenance Ecopave Surface Seal EGB73		\$20,993.44			
(north of 63rd St South, east of 135th St West)	BID BOND				
	ADDENDA	0			
472-85091 (132726)					
CONTRACT AWARDED FOR THE ENGINEER'S ESTIMATE OF \$20,993.44					

CHECKED BY: 
 REVIEWED BY: 



Bid Results

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
 Solicitation: **FB340097** Standby Power Generation Cheney Pump Sta
 Close Date/Time: 6/28/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Aggregate Cost**

Responses: 3

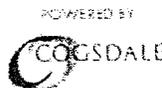
Department: **Water Production & Pumping Division**

Vendors	Complete	Bid Total	City Comments
<u>WILDCAT CONSTRUCTION CO INC</u>	Complete	\$3,891,599.00	Award 7-2-13 Public Works & Utilities Dept./Production & Pumping Division
<u>DONDLINGER & SONS CONSTRUCTION CO INC</u>	Complete	\$3,952,000.00	
<u>UTILITY CONTRACTORS INC</u>	Complete	\$4,089,000.00	

BIDS ARE WITHIN ENGINEERS ESTIMATE

[Top of the Page](#)

Engineer's Estimate \$5,700,000.00





Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB340111 Liquid Ferric Sulfate

Close Date/Time: 6/28/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

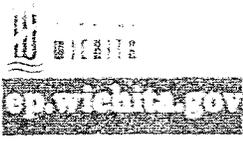
Department: Water Production & Pumping Division

Responses: 2

Vendors	Complete	Bid Total	City Comments
GENERAL CHEMICAL PERFORMANCE PRODUCTS LL	Complete	\$169,200.00	Award 07/02/2013 Public Works & Utilities Department/Production & Pumping Division
KEMIRA WATER SOLUTIONS, INC.	Complete	\$177,660.00	

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Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group

Solicitation: **FB340113** 100 HP, 30 PSI Hotwater Boiler

Close Date/Time: 6/28/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Aggregate Cost**

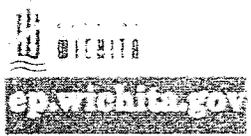
Department: **PUBLIC WORKS & UTILITIES**

Responses: 4

Vendors	Complete	Bid Total	City Comments
P1 GROUP ALT 1	Complete	\$44,737.00	Defer to 7-8-13 Public Works & Utilities Department/Sewage Treatment Division
P1 GROUP ALT 2	Complete	\$49,950.00	
TECH MECH SUPPLY LLC	Complete	\$58,000.00	
P1 GROUP	Complete	\$59,973.00	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group

Solicitation: FB340115 Interior & Ext Modifications One House

Close Date/Time: 6/28/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

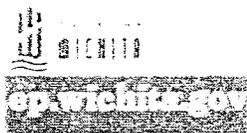
Department: Housing & Community Services

Responses: 2

Vendors	Complete	Bid Total	City Comments
NEW WINDOWS FOR AMERICA	Complete	\$24,500.00	Award 7-2-13 Housing & Community Services Department/Public Housing Division
ARAMBULA CONSTRUCTION	Complete	\$30,450.00	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group

Solicitation: FB340118 Publication of Legal Notices REBID

Close Date/Time: 6/28/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

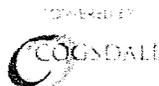
Award Method: Aggregate Cost

Department: City Manager

Responses: 1

Vendors	Complete	Bid Total	City Comments
WICHITA EAGLE	Complete	\$90,000.00	Award 7-2-13 City Manager's Office \$.60/Unit

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**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 2, 2013**

- a. Water Distribution System to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (448-90563/735487/470160) Traffic to be maintained during constructin using flagpersons and barricades. (District II) - \$52,000.00

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council
SUBJECT: Petition for Water Main to Serve Mission Addition (District VI)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide a water distribution system required for an existing commercial development located north of Central, east of Hoover.

Financial Considerations: The petition totals \$160,000, and the funding source is special assessments.

Legal Considerations: The petition and resolution have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, and resolution.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: _____

FUND: 470 Water Improvements N.I. ENGINEERING REFERENCE #: 448-90597

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: Jun 25, 2013 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: WDS to serve Mission Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: WDS to serve Mission Addition

OCA #: _____ OCA TITLE: WDS to serve Mission Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT-MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$80,000.00</u>	<u>2999 Contractuals</u>	<u>\$80,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$80,000.00

EXPENSE TOTAL: \$80,000.00

NOTES: HOLD FOR LOC
\$80k Main Benefit Fee

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ *Jay Jones*

DEPARTMENT HEAD: _____ *Alta Jones*

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 06/12/13

DATE: 6/13/13

DATE: _____

DATE: _____

\$

RECEIVED

MAY 22 '13

CITY CLERK OFFICE

WATER MAIN PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

448-90597

Lots 1, 2, 3 and 4, Block 1 and Lot 1, Block 2 in
Mission Addition to Wichita, Sedgwick County, Kansas

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That there be constructed a water main, valves, fire hydrants, and appurtenances on Elm Street from the east line of Elder Street to the west line of Lot 1, Block 2 of Mission Addition. That said improvements be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being EIGHTY THOUSAND DOLLARS (\$80,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after June 1, 2013.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main benefit fee, such benefit fee to be in the amount of EIGHTY THOUSAND DOLLARS (\$80,000).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet

the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

Lot 1, Block 1 shall pay 126/1,000 of the total cost of the improvements.
Lot 2, Block 1 shall pay 126/1,000 of the total cost of the improvements.
Lot 3, Block 1 shall pay 126/1,000 of the total cost of the improvements.
Lot 4, Block 1 shall pay 126/1,000 of the total cost of the improvements.
Lot 1, Block 2 shall pay 496/1,000 of the total cost of the improvements.

Above described improvement district shall pay 100% of the improvement cost.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1, 2, 3, and 4 and Lot 1, Block 2 Mission Addition to Wichita, Sedgwick County, Kansas	 Nancy Loescher, Managing Member Nahola LLC	<u>5-14-13</u>

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.



Name

Poe & Associates, Inc.
5940 E. Central; Suite 200
Wichita, KS, 67208

Address

(316) 685-4114

Telephone Number

Sworn to and subscribed before me 23 day of May, 2013.



Deputy City Clerk

NAHOLA

Probable Construction Costs

Water Main Extension in Elm Court

Water Items				
WL Pipe 08"	175	lf	75.00	13,125.00
MJ Gate Valve Assembly 08"	1	ea	3,000.00	3,000.00
Fire Hydrant Assembly	1	ea	6,500.00	6,500.00
8" AB3 Rock	680	sy	20.00	13,600.00
Site Grading for Fire Access Road	1	LS	3,500.00	3,500.00
Site Clearing & Restoration	1	LS	5,000.00	5,000.00
Project Seeding	1	LS	2,500.00	2,500.00
BMP's	1	LS	2,500.00	2,500.00
Traffic Control	1	LS	4,150.00	4,150.00
Contingency (10%)	1	LS	5,387.50	5,387.50
			Sub-total	59,262.50
Engineering, Inspection and Administration (35%)				20,741.88
			Total	80,004.38

First Published in the Wichita Eagle on July 5th, 2013

RESOLUTION NO. 13-113

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90597 (NORTH OF CENTRAL, EAST OF HOOVER)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90597 (NORTH OF CENTRAL, EAST OF HOOVER)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90597 (north of Central east of Hoover)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighty Thousand Dollars (\$80,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvements district's share of the cost of the existing water main benefit fee, such benefit fee to be in the amount of Eighty Thousand Dollars (\$80,000).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MISSION ADDITION
Lots 1, 2, 3 and 4, Block 1
Lot 1, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement shall be liable shall be on a fractional basis: Lot 1, Block 1 shall pay 126/1,000 of the total cost of the improvements, Lot 2, Block 1 shall pay 126/1,000 of the total cost of the improvements, Lot 3, Block 1 shall pay 126/1,000 of the total cost of the improvements; Lot 4, Block 1 shall pay 126/1,000 of the total cost of the improvements, Lot 1, Block 2 shall pay 496/1,000 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council
SUBJECT: Petitions for Improvements to Serve Bay Country Addition (District V)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the petitions and adopt the resolutions.

Background: Platting for Bay Country Addition was completed in the 1980s, but development failed to progress past that point. The undeveloped lots have been sold to a new developer who has submitted petitions for improvements. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas statute.

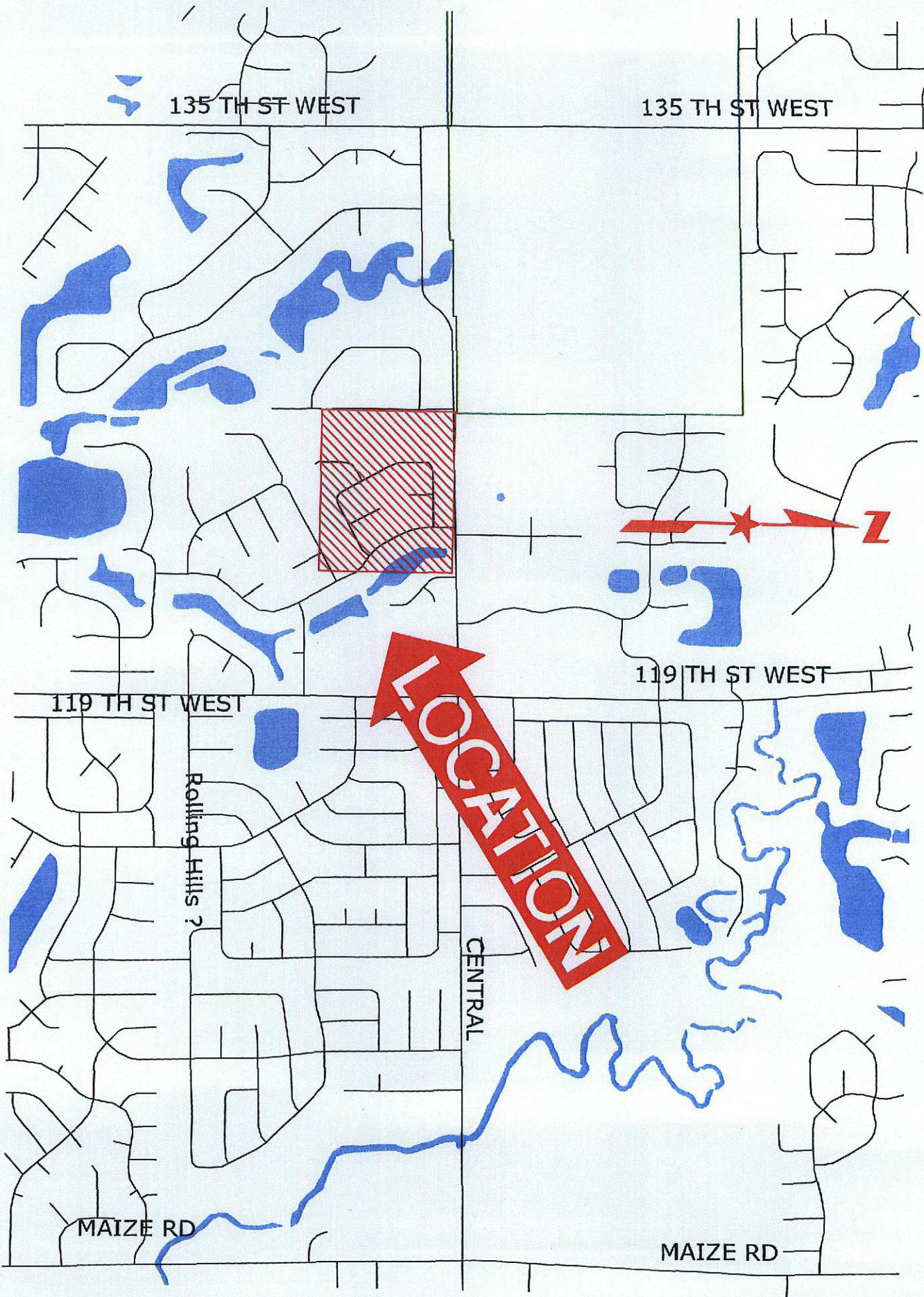
Analysis: The projects will provide paving of Jennie Street, Jennie Court, and Jaax Street, a water distribution system, sanitary sewer service, and storm water drainage required for a new residential development located west of 119th Street West, south of Central.

Financial Considerations: The petitions total \$1,305,000, and will be funded by special assessments.

Legal Considerations: The Law Department has reviewed and approved the petitions and resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-85104

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Jun 25, 2013 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Jaax Court in Bay Country Addition Ph 2

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Jaax Court in Bay Country Addition Ph 2

OCA #: _____ OCA TITLE: Jaax Court in Bay Country Addition Ph 2

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

<u>Object Level 3</u>	<u>Budget</u>	<u>Object Level 3</u>	<u>Budget</u>
<u>9730 S.A. Bonds</u>	<u>\$149,000.00</u>	<u>2999 Contractuals</u>	<u>\$149,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$149,000.00

EXPENSE TOTAL: \$149,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ *[Signature]*

DEPARTMENT HEAD: _____ *[Signature]*

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 06/12/13

DATE: 6/13/13

DATE: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-84887

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jun 25, 2013

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: SWD389 for Bay Country Addition

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: SWD389 for Bay Country Addition

OCA # : _____

OCA TITLE: SWD389 for Bay Country Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$412,000.00	2999 Contractuals	\$412,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$412,000.00

EXPENSE TOTAL: \$412,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____

[Signature]

DATE: 06/12/13

DEPARTMENT HEAD: _____

[Signature]

DATE: 6/13/13

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: _____

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I. ENGINEERING REFERENCE #: 468-84888

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Jun 25, 2013 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: SWS670 for Bay Country Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: SWS670 for Bay Country Addition

OCA #: _____ OCA TITLE: SWS670 for Bay Country Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

<u>Object Level 3</u>	<u>Budget</u>	<u>Object Level 3</u>	<u>Budget</u>
<u>9730 S.A. Bonds</u>	<u>\$87,000.00</u>	<u>2999 Contractuals</u>	<u>\$87,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$87,000.00

EXPENSE TOTAL: \$87,000.00

NOTES: HOLD FOR LOC



SIGNATURES REQUIRED

DIVISION HEAD: _____ *[Signature]*

DEPARTMENT HEAD: _____ *[Signature]*

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 06/12/13

DATE: 6/13/13

DATE: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85103

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jun 25, 2013

REQUEST DATE: _____

PROJECT #: _____

PROJECT TITLE: Jennie St & Ct in Bay Country Addition Ph 1

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Jennie St & Ct in Bay Country Addition Ph 1

OCA #: _____

OCA TITLE: Jennie St & Ct in Bay Country Addition Ph 1

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

REVENUE

EXPENSE

<u>Object Level 3</u>	<u>Budget</u>	<u>Object Level 3</u>	<u>Budget</u>
9730 S.A. Bonds	\$319,000.00	2999 Contractuals	\$319,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
REVENUE TOTAL:	\$319,000.00	EXPENSE TOTAL:	\$319,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: *Ala...*

DATE: 6/23/13

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90598

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jun 25, 2013

REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: WDS for Bay Country Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: WDS for Bay Country Addition

OCA #: _____ OCA TITLE: WDS for Bay Country Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$131,000.00</u>	<u>2999 Contractuals</u>	<u>\$131,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$131,000.00

EXPENSE TOTAL: \$131,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: *[Signature]*

DATE: 06/12/13

DEPARTMENT HEAD: *[Signature]*

DATE: 6/13/13

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-84890

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Jun 25, 2013

REQUEST DATE: _____

PROJECT #: _____

PROJECT TITLE: Lat 62, CIS for Bay Country Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 62, CIS for Bay Country Addition

OCA #: _____

OCA TITLE: Lat 62, CIS for Bay Country Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

REVENUE

EXPENSE

<u>Object Level 3</u>	<u>Budget</u>	<u>Object Level 3</u>	<u>Budget</u>
9730 S.A. Bonds	\$207,000.00	2999 Contractuals	\$207,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$207,000.00

EXPENSE TOTAL: \$207,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ *[Signature]*

DEPARTMENT HEAD: _____ *[Signature]*

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 06/12/13

DATE: 6/13/13

DATE: _____

DATE: _____

RECEIVED

MAY 24 10

CITY CLERK OFFICE

PAVING PETITION
PHASE 2

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

I. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

472-85104

BAY COUNTRY ADDITION
Lots 16 through 27, Block 3;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed within the area described above, pavement on Jaax Court from the west edge of Jennie Street to a point approximately 475 feet south serving Lots 16 through 27, Block 3. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is One Hundred Forty Nine Thousand Dollars (\$149,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 16 through 27, Block 3; Bay Country Addition shall each pay 1/12 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

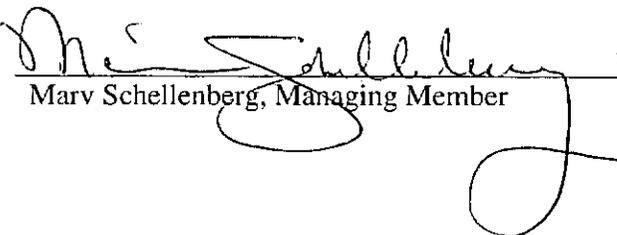
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

BAY COUNTRY ADDITION

Lots 16 through 27, Block 3; Bay Country Addition, an addition to Wichita, Sedgwick County, Kansas.

BAY COUNTRY, LLC

By:  5-20-13
Marv Schellenberg, Managing Member

**BAY COUNTRY ADDITION
PAVING PHASE 2 PETITION
COST ESTIMATE**

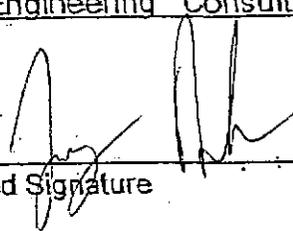
Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	1400	SY	\$ 22.00		\$ 30,800.00
Comb Curb and Gutter	1050	LF	\$ 15.00		\$ 15,750.00
Base Coarse	2100	SY	\$ 10.00		\$ 21,000.00
Excavation	700	CY	\$ 2.50		\$ 1,750.00
Compacted Fill	200	CY	\$ 0.80		\$ 160.00
Site Clearing & Restoration	1	LS	\$ 2,500.00		\$ 2,500.00
BMP	1	LS	\$ 2,000.00		\$ 2,000.00
Mobilization	1	LS	\$ 5,000.00		\$ 5,000.00
24" SWS	200	LF	\$ 50.00		\$ 10,000.00
Inlet Adjustment	2	EA	\$ 5,000.00		\$ 10,000.00
Curb Inlet	1	EA	\$ 3,500.00		\$ 3,500.00
				Contingencies @ 10% +/-	\$ 7,896.00
				Construction Total	\$ 110,356.00
				35% Engineering, Administration, Etc.	\$ 38,624.60
				TOTAL	\$ 148,980.60

For Petition Use \$149,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



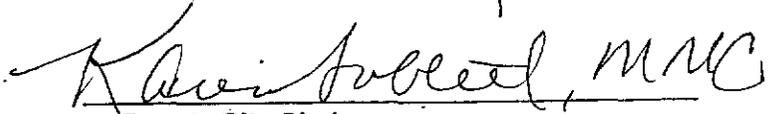
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 24 day of May 20 13



Deputy City Clerk



8

RECEIVED
MAY 24 '13
CITY CLERK OFFICE

DRAINAGE PETITION
POND

To the Mayor and City Council
Wichita, Kansas

SWD #389.

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84887

BAY COUNTRY ADDITION
Lots 22 through 36, Block 2;
Lots 2 through 27, Block 3;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed drainage improvements to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Four Hundred Twelve Thousand Dollars (\$412,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; Bay Country Addition shall each pay 1/41 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

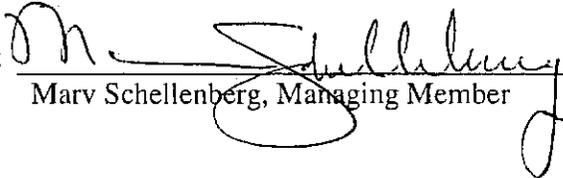
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

BAY COUNTRY ADDITION

BAY COUNTRY, LLC

Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; Bay Country Addition, Wichita, Sedgwick County, Kansas

By:  5-20-13
Marv Schellenberg, Managing Member

**BAY COUNTRY ADDITION
DRAINAGE (POND) PETITION
COST ESTIMATE**

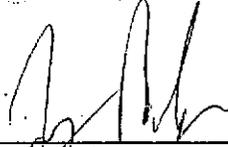
Description	Quantity	Unit	Std Unit Price	Extension
Excavation	40000	CY	\$ 2.00	\$ 80,000.00
Compacted Fill	40000	CY	\$ 1.50	\$ 60,000.00
Weir	1	LS	\$ 70,000.00	\$ 70,000.00
Bentonite	130	Tons	\$ 150.00	\$ 19,500.00
Bentonite Manipulation	12800	SY	\$ 2.00	\$ 25,600.00
Clearing and Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
Seeding	1	LS	\$ 5,000.00	\$ 5,000.00
BMP (Temporary)	1	LS	\$ 5,000.00	\$ 5,000.00
Shoreline Manipulation & Protection	1	LS	\$ 10,000.00	\$ 10,000.00
			Contingencies @ 10% +/-	\$ 27,760.00
			Construction Total	\$ 305,360.00
			35% Engineering, Administration, Etc.	\$ 106,876.00
			TOTAL	\$ 412,236.00

For Petition Use \$412,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



Authorized Signature

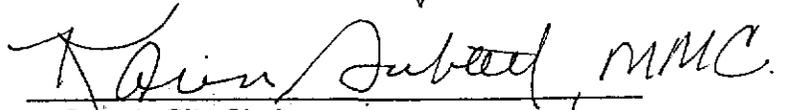
411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 24 day of May, 20 13.





Deputy City Clerk

6

RECEIVED

MAY 24 '13

CITY CLERK OFFICE

STORM WATER SEWER PETITION
PHASE 1

To the Mayor and City Council
Wichita, Kansas

SWS #670

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84888

BAY COUNTRY ADDITION

Lots 22 through 36, Block 2;
Lots 2 through 15, Block 3;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Eighty Seven Thousand Dollars (\$87,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The

fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 22 through 36, Block 2; and Lots 2 through 15, Block 3; Bay Country Addition shall each pay 1/29 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

**BAY COUNTRY ADDITION
STORM WATER SEWER PHASE 1 PETITION
COST ESTIMATE**

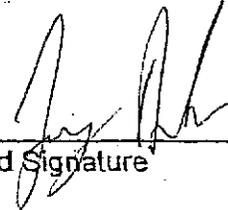
Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
15" SWS	270	LF	\$ 35.00		\$ 9,450.00
24" SWS	300	LF	\$ 50.00		\$ 15,000.00
Inlet Adjustment	2	EA	\$ 5,000.00		\$ 10,000.00
BMP's	1	LS	\$ 3,000.00		\$ 3,000.00
Curb Inlet	2	EA	\$ 3,500.00		\$ 7,000.00
Manholes	2	EA	\$ 3,300.00		\$ 6,600.00
Rip Rap	50	SY	\$ 50.00		\$ 2,500.00
Site Clearing & Restoration	1	LS	\$ 3,000.00		\$ 3,000.00
Excavation	1000	CY	\$ 2.00		\$ 2,000.00
				Contingencies @ 10% +/-	\$ 5,855.00
				Construction Total	\$ 64,405.00
				35% Engineering, Administration, Etc.	\$ 22,541.75
				TOTAL	\$ 86,946.75

For Petition Use \$87,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 24 day of May, 2013.





Deputy City Clerk

8

RECEIVED
MAY 24 '13
CITY CLERK OFFICE

PAVING PETITION
PHASE 1

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

472-85103

BAY COUNTRY ADDITION
Lots 22 through 36, Block 2;
Lots 2 through 15, Block 3;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed within the area described above, pavement on Jennie Street from the west edge of Bay Country Street to the south east corner of Lot 22, Block 2; Paving Jennie Court from the south edge of Jennie Street to a point approximately 150 feet south serving Lots 30 through 36, Block 2. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is Three Hundred Nineteen Thousand Dollars (\$319,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or

reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 22 through 36, Block 2; and Lots 2 through 15, Block 3; Bay Country Addition shall each pay 1/29 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

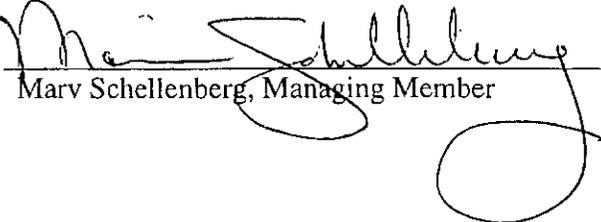
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

BAY COUNTRY ADDITION
Lots 22 through 36, Block 2; and Lots 2 through 15, Block 3; Bay Country Addition, an addition to Wichita, Sedgwick County, Kansas.

BAY COUNTRY, LLC

By:  5-20-13
Marv Schellenberg, Managing Member

**BAY COUNTRY ADDITION.
PAVING PHASE 1 PETITION
COST ESTIMATE**

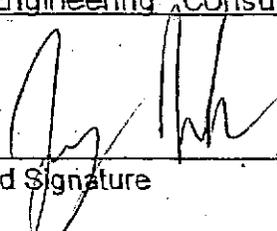
Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	5020	SY	\$ 20.00		\$ 100,400.00
Comb Curb and Gutter	3025	LF	\$ 15.00		\$ 45,375.00
Base Coarse	7530	SY	\$ 8.00		\$ 60,240.00
Site Clearing & Restoration	1	LS	\$ 2,500.00		\$ 2,500.00
BMP	1	LS	\$ 3,500.00		\$ 3,500.00
Mobilization	1	LS	\$ 3,000.00		\$ 3,000.00
				Contingencies @ 10% +/-	\$ 21,501.50
				Construction Total	\$ 236,516.50
				35% Engineering, Administration, Etc.	\$ 82,780.78
				TOTAL	\$ 319,297.28

For Petition Use \$319,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



Authorized Signature

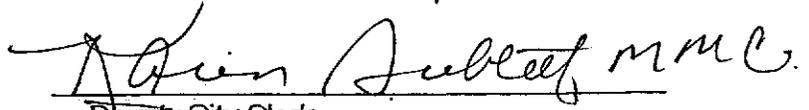
411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 24 day of May 20 13.





Deputy City Clerk

\$

MAY 24 '13
CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
PHASE I

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

I. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

448-90598

BAY COUNTRY ADDITION

Lots 22 through 36, Block 2;

Lots 2 through 27, Block 3;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Hundred Thirty One Thousand Dollars (\$131,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; Bay Country Addition shall each pay 1/41 of the total cost payable by the improvement district

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

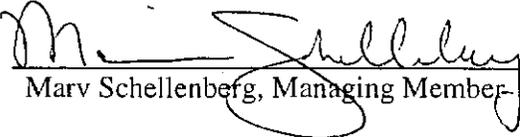
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>BAY COUNTRY ADDITION</u> Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; Bay Country Addition, an addition to Wichita, Sedgwick County, Kansas.	BAY COUNTRY, LLC By:  Marv Schellenberg, Managing Member	5-20-13

**BAY COUNTRY ADDITION
WATER DISTRIBUTION SYSTEM PHASE 1 PETITION
COST ESTIMATE**

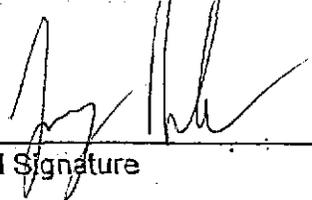
Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	3	EA	\$ 1,500.00		\$ 4,500.00
8" WL	2200	LF	\$ 20.00		\$ 44,000.00
Blowoffs	2	EA	\$ 600.00		\$ 1,200.00
BMP	1	LS	\$ 1,000.00		\$ 1,000.00
Connection to Exist WL	2	EA	\$ 2,200.00		\$ 4,400.00
Hydrants	6	EA	\$ 3,500.00		\$ 21,000.00
Site Clearing & Restoration	1	LS	\$ 2,000.00		\$ 2,000.00
Service Line	10	EA	\$ 1,000.00		\$ 10,000.00
				Contingencies @ 10% +/-	\$ 8,810.00
				Construction Total	\$ 96,910.00
				35% Engineering, Administration, Etc.	\$ 33,918.50
				TOTAL	\$ 130,828.50

For Petition Use \$131,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 24 day of May 20 13.



Karen Abbott, MMC
Deputy City Clerk

RECEIVED

MAY 24 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION
PHASE 1

To the Mayor and City Council
Wichita, Kansas

Lateral 62, CIS

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84890

BAY COUNTRY ADDITION

Lots 22 through 36, Block 2;
Lots 2 through 27, Block 3;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Two Hundred Seven Thousand Dollars (\$207,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; Bay Country Addition shall each pay 1/41 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

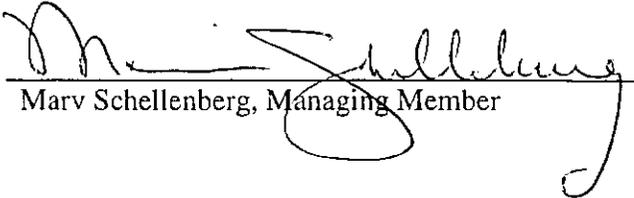
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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BAY COUNTRY ADDITION

BAY COUNTRY, LLC

Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; Bay Country Addition, an addition to Wichita, Sedgwick County, Kansas.

By:  5-20-11
Marv Schellenberg, Managing Member

**BAY COUNTRY ADDITION
SANITARY SEWER PHASE 1 PETITION
COST ESTIMATE**

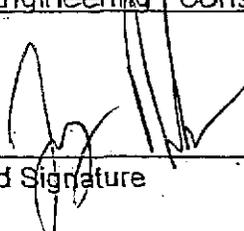
Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	2790	LF	\$ 24.00		\$ 66,960.00
Connection to Exist MH	2	EA	\$ 1,500.00		\$ 3,000.00
Manholes	15	EA	\$ 3,000.00		\$ 45,000.00
Risers	20	EA	\$ 1,000.00		\$ 20,000.00
Sand Backfill	470	LF	\$ 10.00		\$ 4,700.00
				Contingencies @ 10% +/-	\$ 13,966.00
				Construction Total	\$ 153,626.00
				35% Engineering, Administration, Etc.	\$ 53,769.10
				TOTAL	\$ 207,395.10

For Petition Use \$207,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



Authorized Signature

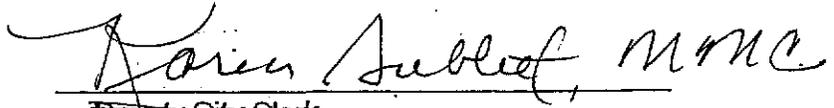
411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 24 day of May 20 13.





Deputy City Clerk

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-114

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 389 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 468-84887** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **STORM WATER DRAIN NO. 389 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 468-84887** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 389 (west of 119th St. West, south of Central) 468-84887**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Four Hundred Twelve Thousand Dollars (\$412,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BAY COUNTRY ADDITION

Lots 22 through 36, Block 2

Lots 2 through 27, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; **BAY COUNTRY ADDITION** shall each pay 1/41 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of July 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-115

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 670 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 468-84888** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 670 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 468-84888** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 670 (west of 119th St. West, south of Central) 468-84888**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighty-Seven Thousand Dollars (\$87,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BAY COUNTRY ADDITION

Lots 22 through 36, Block 2

Lots 2 through 15, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 36, Block 2; and Lots 2 through 15, Block 3; **BAY COUNTRY ADDITION** shall each pay 1/29 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the

method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-116

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 62, COWSKIN INTERCEPTOR SEWER, (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 468-84890** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 62, COWSKIN INTERCEPTOR SEWER, (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 468-84890** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 62, Cowskin Interceptor Sewer, (west of 119th St. West, south of Central) 468-84890**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Seven Thousand Hundred Dollars (\$207,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BAY COUNTRY ADDITION

Lots 22 through 36, Block 2

Lots 2 through 27, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; BAY COUNTRY ADDITION shall each pay 1/41 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-117

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90598 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90598 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90598 (west of 119th St. West, south of Central)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Thirty-One Thousand Dollars (\$131,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BAY COUNTRY ADDITION

Lots 22 through 36, Block 2

Lots 2 through 27, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 36, Block 2; and Lots 2 through 27, Block 3; **BAY COUNTRY ADDITION** shall each pay 1/41 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-118

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON JENNIE STREET FROM THE WEST EDGE OF BAY COUNTRY STREET TO THE SOUTH EAST CORNER OF LOT 22, BLOCK 2; PAVING JENNIE COURT FROM THE SOUTH EDGE OF JENNIE STREET TO A POINT APPROXIMATELY 150 FEET SOUTH SERVING LOTS 30 THROUGH 36, BLOCK 2 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 472-85103 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON JENNIE STREET FROM THE WEST EDGE OF BAY COUNTRY STREET TO THE SOUTH EAST CORNER OF LOT 22, BLOCK 2; PAVING JENNIE COURT FROM THE SOUTH EDGE OF JENNIE STREET TO A POINT APPROXIMATELY 150 FEET SOUTH SERVING LOTS 30 THROUGH 36, BLOCK 2 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 472-85103 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on Jennie Street from the west edge of Bay Country Street to the south east corner of Lot 22, Block 2; paving Jennie Court from the south edge of Jennie Street to a point approximately 150 feet south serving Lots 30 through 36, Block 2 (west of 119th St. West, south of Central) 472-85103.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Nineteen Thousand Dollars (\$319,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BAY COUNTRY ADDITION

Lots 22 through 36, Block 2

Lots 2 through 15, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 22 through 36, Block 2; and Lots 2 through 15, Block 3; BAY COUNTRY ADDITION shall each pay 1/29 of total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 2nd day of
July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-119

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **JAAX COURT FROM THE WEST EDGE OF JENNIE STREET TO A POINT APPROXIMATELY 475 FEET SOUTH SERVING LOTS 16 THROUGH 27, BLOCK 3 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 472-85104** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **JAAX COURT FROM THE WEST EDGE OF JENNIE STREET TO A POINT APPROXIMATELY 475 FEET SOUTH SERVING LOTS 16 THROUGH 27, BLOCK 3 (WEST OF 119TH ST. WEST, SOUTH OF CENTRAL) 472-85104** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Jaax Court from the west edge of Jennie Street to a point approximately 475 feet south serving Lots 16 through 27, Block 3 (west of 119th St. West, south of Central) 472-85104.**

Said pavement shall be constructed of the material in accordance with plans and

specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Forty-Nine Thousand Dollars (\$149,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BAY COUNTRY ADDITION

Lots 16 through 27, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 16 through 27, Block 3; BAY COUNTRY ADDITION shall each pay 1/12 of total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 2nd day of
July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council
SUBJECT: Petitions for Improvements to Serve Northborough Third Addition (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the petitions and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petition is a requirement for a lot split and is valid per Kansas statute.

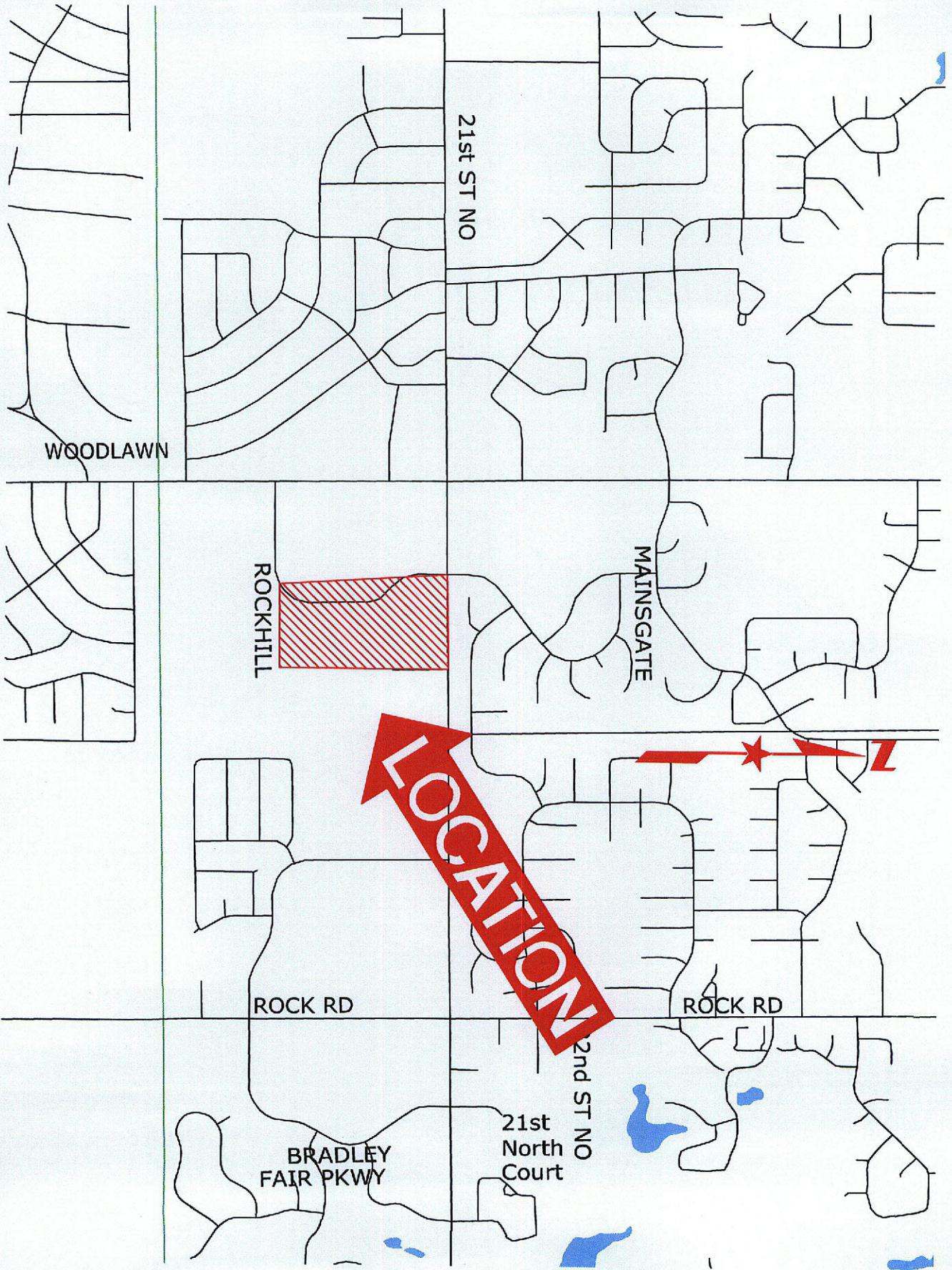
Analysis: The project will provide paving, drainage, sanitary sewer service, and a water distribution system for a new in-fill commercial development located south of 21st Street North, east of Woodlawn.

Financial Considerations: The petitions total \$355,430 and the funding source is special assessments.

Legal Considerations: The petitions and resolutions have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 13-

FUND: 470 Water Improvements N.I. ENGINEERING REFERENCE #: 448-90600

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Jul 2, 2013 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: WDS to serve Northborough 3rd Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: WDS to serve Northborough 3rd Addition

OCA #: _____ OCA TITLE: WDS to serve Northborough 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$38,500.00</u>	<u>2999 Contractuals</u>	<u>\$38,500.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$38,500.00

EXPENSE TOTAL: \$38,500.00

NOTES: Benefit Fee included in total on GS
HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: *Fany Jany*

DEPARTMENT HEAD: *Albany*

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 6/12/13

DATE: 6/13/13

DATE: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100
 DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 13-
 FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-84894

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Jul 2, 2013 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Lat 22, M 20, WIS to serve Northborough 3rd Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Lat 22, M 20, WIS to serve Northborough 3rd Addition

OCA #: _____ OCA TITLE: Lat 22, M 20, WIS to serve Northborough 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$64,000.00</u>	<u>2999 Contractuals</u>	<u>\$64,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$64,000.00

EXPENSE TOTAL: \$64,000.00

NOTES: Benefit Fee included in total on GS
HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: *[Signature]* DATE: 06/12/13
 DEPARTMENT HEAD: *[Signature]* DATE: 6/13/13
 BUDGET OFFICER: _____ DATE: _____
 CITY MANAGER: _____ DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85105

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: Jul 2, 2013

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: Paving Improvements to serve Northborough 3rd Addition

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: Paving Improvements to serve Northborough 3rd Addition

OCA # : _____

OCA TITLE: Paving Improvements to serve Northborough 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$141,000.00</u>	<u>2999 Contractuals</u>	<u>\$141,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$141,000.00

EXPENSE TOTAL: \$141,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

[Signature]

DATE: 06/12/13

DEPARTMENT HEAD: _____

[Signature]

DATE: 6/13/13

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-84893

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: Jul 2, 2013

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: SWD 390 to serve Northborough 3rd Addition

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: SWD 390 to serve Northborough 3rd Addition

OCA # : _____

OCA TITLE: SWD 390 to serve Northborough 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$28,000.00</u>	<u>2999 Contractuals</u>	<u>\$28,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$28,000.00

EXPENSE TOTAL: \$28,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ *[Signature]*

DATE: 6/12/13

DEPARTMENT HEAD: _____ *[Signature]*

DATE: 6/13/13

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

RECEIVED

JUN - 6 '13

CITY CLERK OFFICE

WATER MAIN PETITION

6-5-13

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

448-90600

Tract "A" described as follows:

See Exhibit "A"

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That there be constructed a water main, valves, fire hydrants, and appurtenances on Rockhill Lane from the west line of Bramblewood to a cul-de-sac, ending at a point approximately 850' east of the east line of Bramblewood. That said improvements be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being THIRTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500), exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after July 1, 2013.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main benefit fee, such benefit fee to be in the amount of FORTY NINE THOUSAND DOLLARS (\$49,000),
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the

property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

Above described improvement district shall pay 100% of the improvement cost.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

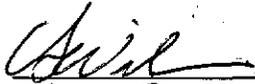
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Manuel Corporation

Lots 1 and 2, Block 2;
Lot 3, Block 1, Reserve "A"
Northborough 3rd Addition
Name:
Title:


Vice Pres

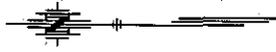
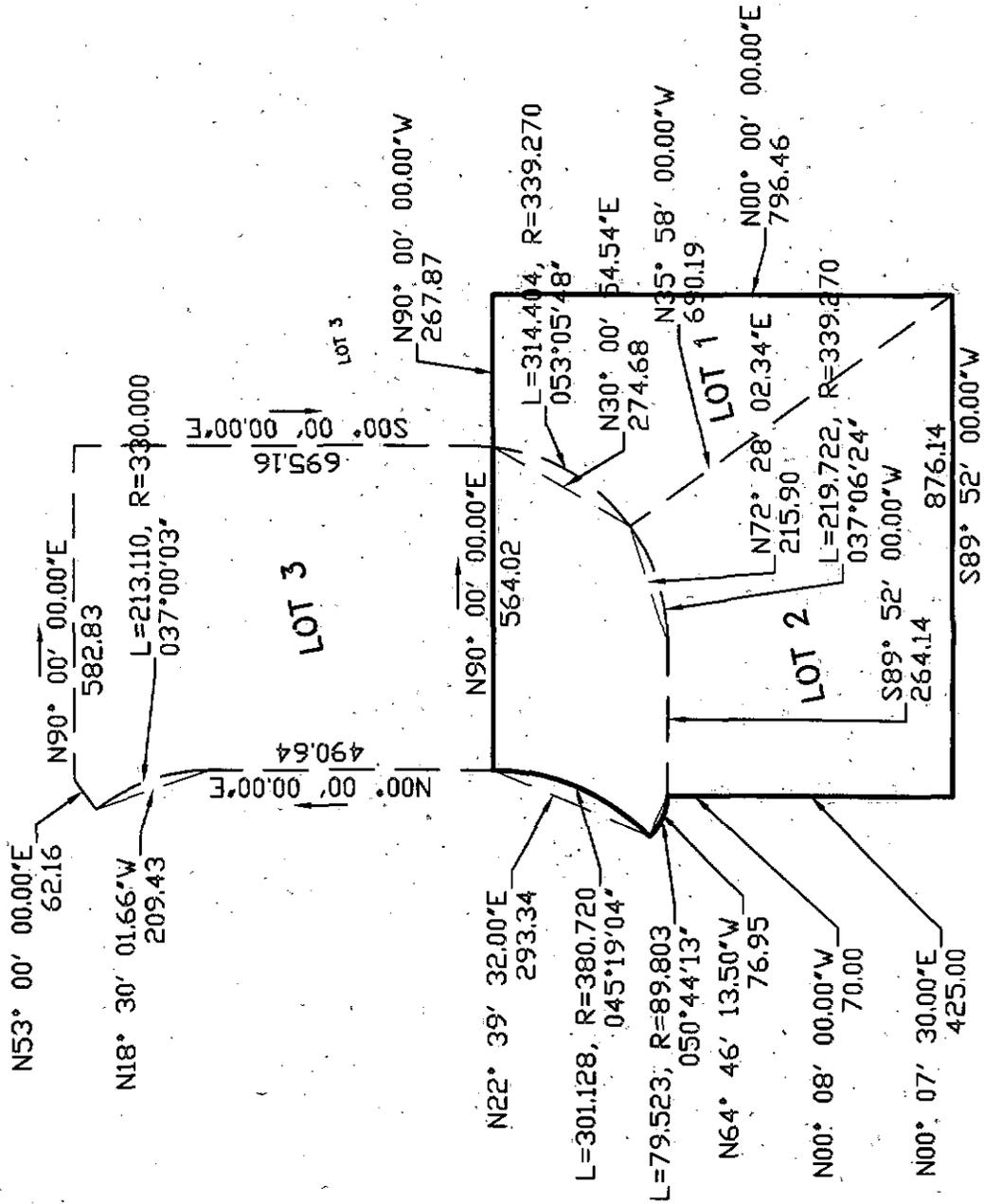
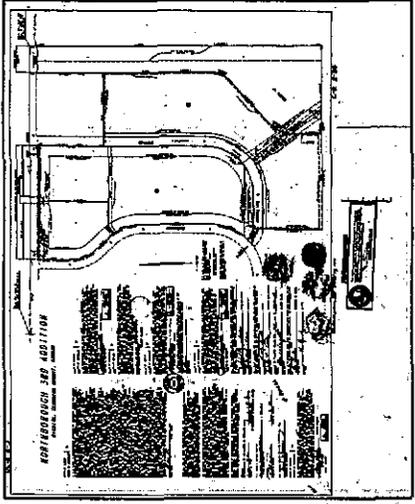
6-5-13

EXHIBIT A

A Tract of land in the Northwest Quarter of Section 7, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes for a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.



Scale 1" = 300'

PART OF
NORTHBOROUGH 3RD ADD.
IMPROVEMENT DISTRICT
BOUNDARY

IMPROVEMENT DISTRICT BOUNDARY
(697,557.26 S.F.)

6-5-13



PRELIMINARY ESTIMATE WORKSHEET

**Preliminary Estimate of the cost of improving/constructing
NORTHBOROUGH 3rd - Water Main Extention**

2/6/2013

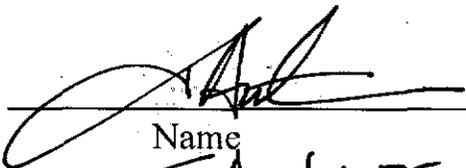
	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
Water Items				
WL Pipe 08"	695	lf	22.00	\$ 15,290.00
Valve Assembly 8"(MJ Gate)	1	ea	850.00	\$ 850.00
8"x 8" Tapping Valve	1	ea	1,660.00	\$ 1,660.00
Fire Hydrant Assembly	2	ea	2,500.00	\$ 5,000.00
Blowoff Assembly 2"	1	ea	500.00	\$ 500.00
Site Clearing & Restoration	1	LS	1,500.00	\$ 1,500.00
Project Seeding	1	LS	1,000.00	\$ 1,000.00
Contingency (10%)				\$ 2,580.00
			Sub-total	\$ 28,380.00
Admin, Eng, Insp, Bonding 35%				\$ 9,933.00
			Total	\$ 38,313.00

Benefit District Total Area Sq. Ft. 1,016,439
 Cost per Sq. Ft. \$ 0.038

LAND	SF	ACRES	bd cost Portion	ANNUAL ASSESSMENT (15 YRS @4%)
Lot 3 Block 1	163,755.0	3.76	\$ 6,172.48	\$555.16
Lot 2 Block 2	294,029.6	6.75	\$11,082.96	\$996.81
Lot 1 Block 2	179,324.9	4.12	\$ 6,759.35	\$607.94
Reserve A	379,329.8	8.71	\$14,298.21	\$1,286.00
Street R/W	57,652.3	1.32	exempt	
TOTAL GROSS	1,074,091.6	24.66		
ASSESSABLE AREA	1,016,439.4	23.33		
			38,313.00	\$3,445.91

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.


Name
Tim Austin, PE

Poe & Associates, Inc.
5940 E. Central; Suite 200
Wichita, KS 67208
Address

(316) 685-4114
Telephone Number

Sworn to and subscribed before me WJA June 2013
day of October, 2009.




Deputy City Clerk

\$

RECEIVED

SANITARY SEWER PETITION

6-5-13

JUN - 6 '13

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Lateral 22, Main 20 WIS

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

NORTHBOROUGH THIRD ADDITION

468-84894

Tract "A" described as follows.
(See Exhibit A)

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being SIXTY FOUR THOUSAND DOLLARS (\$64,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after July 1, 2013.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of THIRTY FOUR THOUSAND NINE HUNDRED THIRTY DOLLARS (\$34,930).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Tract "A" shall pay

1,000/1,000 of the total cost of the improvements.

- (f) Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.
2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
 - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
 3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
 4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

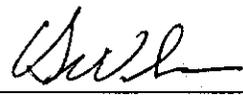
LEGAL DESCRIPTION	SIGNATURE	DATE
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Manuel Corporation

Lots 1 and 2, Block 1,
Northborough 3rd Addition

Name:

Title:



6-5-13

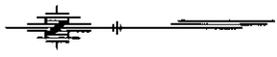
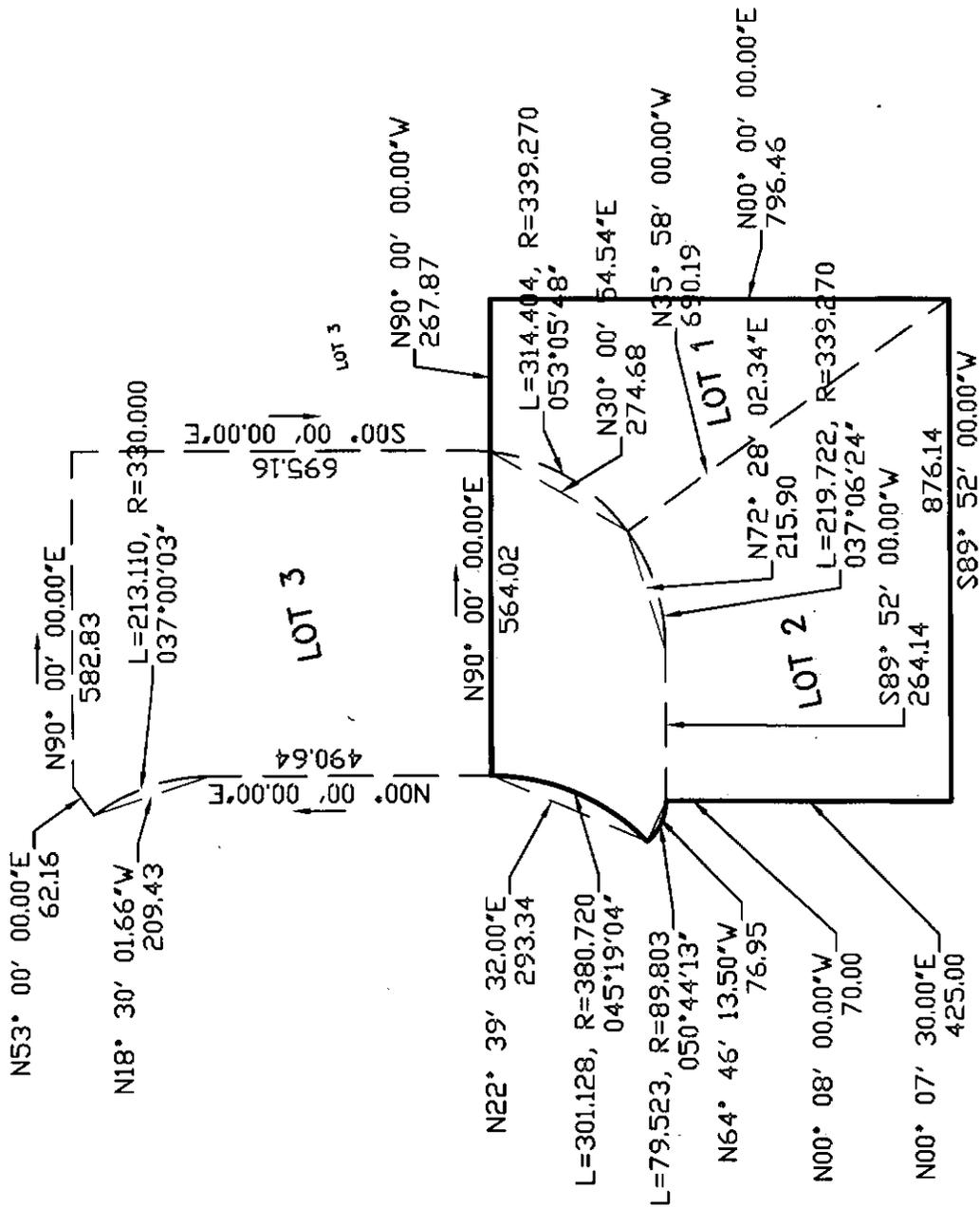
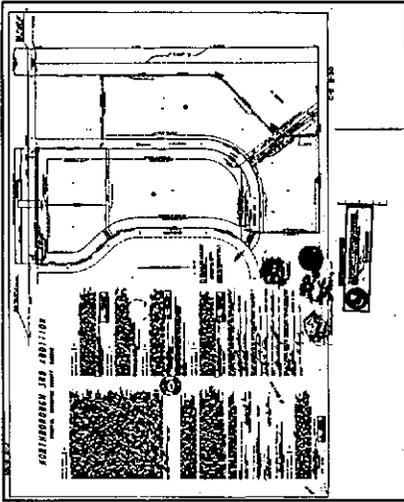
Vice President

EXHIBIT A

A Tract of land in the Northwest Quarter of Section 7, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes for a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.



Scale 1" = 300'

PART OF
NORTHBOROUGH 3RD ADD.
IMPROVEMENT DISTRICT
BOUNDARY

6-5-13



IMPROVEMENT DISTRICT BOUNDARY
(697,557.26 S.F.)

PRELIMINARY ESTIMATE WORKSHEET

Preliminary Estimate of the cost of improving/constructing

Northborough 3rd Addition - Phase 1 Sanitary Sewer

2/6/2013

	Quantity		Unit Price	Total
Sanitary Sewer Items				
SS Pipe 8"	961	lf	25.00	\$ 24,025.00
Stubs 6"	4	ea	500.00	\$ 2,000.00
MH, Type P or C (Standard)	4	ea	2,500.00	\$ 10,000.00
Connect to Exist. MH	1	ea	2,000.00	\$ 2,000.00
Cleanout (8")	1	ea	1,000.00	\$ 1,000.00
Site Clearing & Restoration	1	LS	2,000.00	\$ 2,000.00
Project Seeding	1	LS	1,500.00	\$ 1,500.00
				\$ -
Contingency (10%)				\$ 4,252.50
			Sub-total	\$ 46,777.50
Admin, Eng, Insp, Bonding (35%)				\$ 16,372.13
			Total	\$ 63,149.63

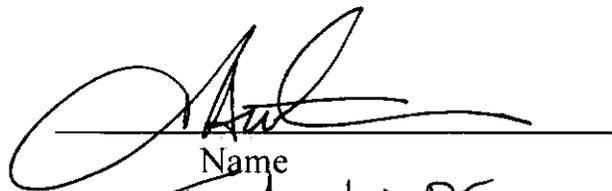
Benefit District Total Area Sq. Ft.
Cost per Sq. Ft.

346,284
\$ 0.182

LAND	SF	ACRES	bd cost Portion	ANNUAL ASSESSMENT (15 YRS @4%)
Lot 3 Block 1	31,095.0	0.71	\$ 5,670.60	\$510.02
Lot 2 Block 2	294,046.0	6.75	\$ 53,623.31	\$4,822.94
Reserve A	21,143.0	0.49	\$ 3,855.72	\$346.79
Street R/W	35,315.0	0.81	exempt	
TOTAL GROSS	381,599.0	8.76		
ASSESSABLE AREA	346,284.0	7.95	63,149.63	\$5,679.75

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.


Name
Tim Austin, PE

Poe & Associates, Inc.
5940 E. Central; Suite 200
Wichita, KS 67208
Address

(316) 685-4114
Telephone Number

Sworn to and subscribed before me 6th day of June 2013, ~~October, 2009~~.




Deputy City Clerk

\$

RECEIVED

JUN - 6 '13

PAVING PETITION
6-5-13

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

I. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

472-85105

Tract "A" described as follows:

See Exhibit "A"

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That there be constructed pavement on Rockhill Street from the east line of Bramblewood Street to a Cul-de-sac, ending at a point approximately 900' east of Bramblewood. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage and other public utilities to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being ONE HUNDRED FORTY ONE THOUSAND DOLLARS (\$141,000), exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after July 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

Above described improvement district shall pay 100% of the improvement cost.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

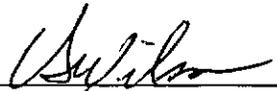
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Manuel Corporation

Lots 1 and 2, Block 2;
Lot 3, Block 1, Reserve "A"
Northborough 3rd Addition
Name:
Title:


Vice Pres

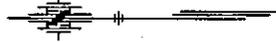
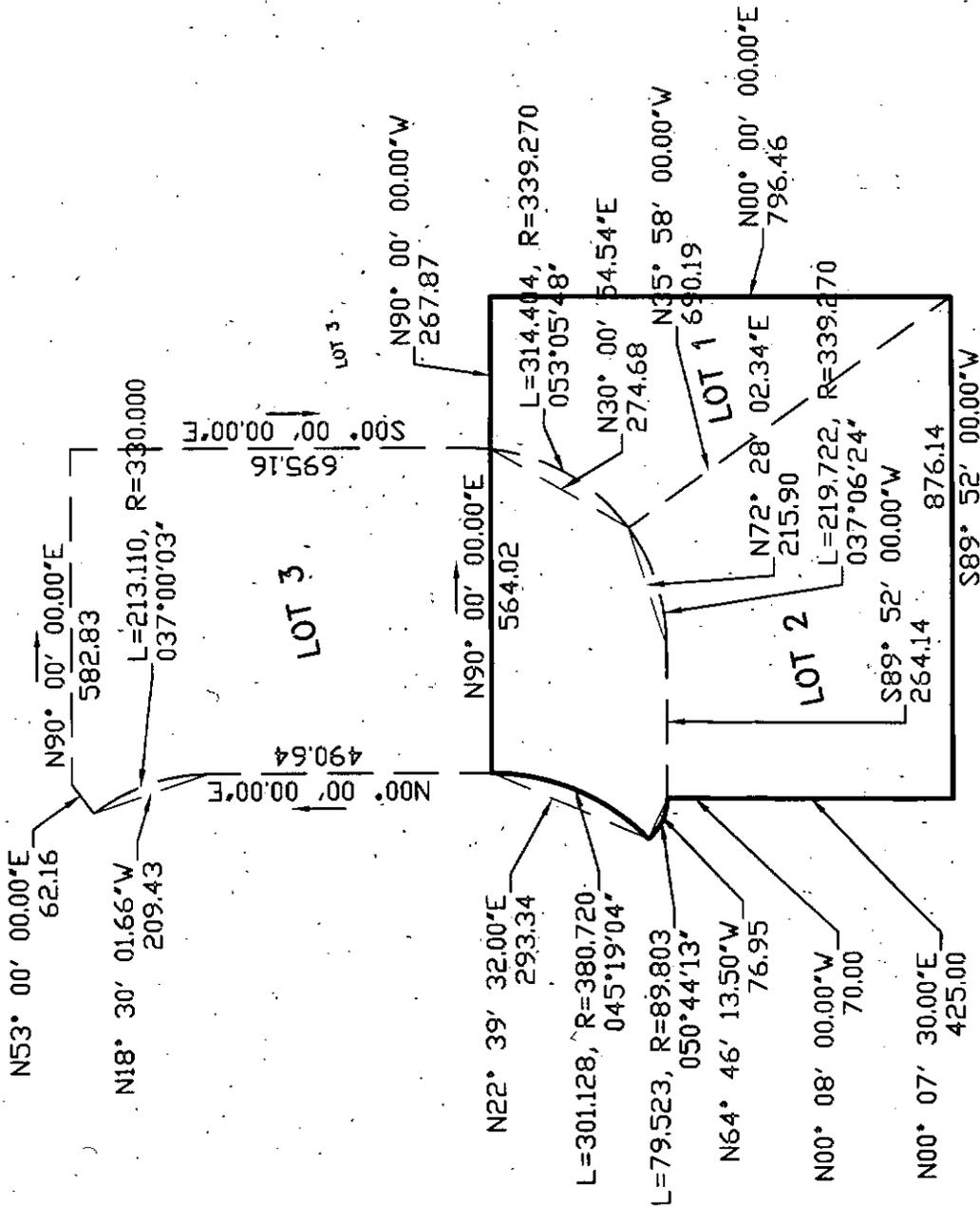
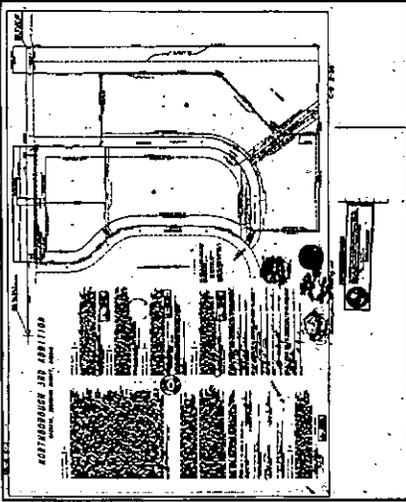
6-5-13

EXHIBIT A

A Tract of land in the Northwest Quarter of Section 7, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes for a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.



Scale: 1" = 300'

**PART OF
NORTHBOROUGH 3RD ADD.
IMPROVEMENT DISTRICT
BOUNDARY**

6-5-13



PRELIMINARY ESTIMATE WORKSHEET

Preliminary Estimate of the cost of improving/constructing

NORTHBOROUGH 3rd PAVING - Phase 1

2/6/2013

	Quantity		Unit Price	Total
Paving Items				
AC Pavement 8" (6" Rock Base)(37-bb)	3,312	sy	15.00	\$ 49,680.00
AC Pavement 7" (6" Rock Base)(31-bb)		sy	12.00	\$ -
Reinforced Crushed Rock Base (6")	4,258	sy	6.00	\$ 25,548.00
RCVG Pavement (7") (5" RC Pvmt w/2" Bit Base)	82	sy	30.00	\$ 2,460.00
Comb. C & G (6 5/8" & 1 1/2")	1,341	lf	10.00	\$ 13,410.00
Mono. Edge Curb	62	lf	5.00	\$ 310.00
Sidewalk Concrete (4")		sy	3.00	\$ -
Wheelchair Ramp Construction (30 sf)		ea	750.00	\$ -
Inlet Hookup	2	ea	200.00	\$ 400.00
Excavation	1,505	sy	2.00	\$ 3,010.00
Contingency (10%)				\$ 9,481.80
			Sub-total	\$ 104,299.80
Admin, Eng, Insp, Bonding (35%)				\$ 36,504.93
			Total	\$ 140,804.73

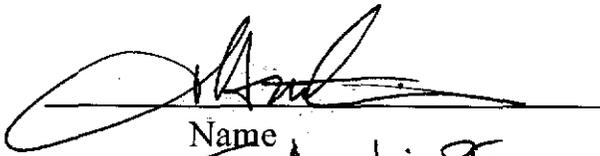
Benefit District Total Area Sq. Ft. 1,016,439
 Cost per Sq. Ft. \$ 0.139

LAND	SF	ACRES	bd cost Portion	ANNUAL ASSESSMENT (15 YRS @4%)
Lot 3 Block 1	163,755.0	3.76	\$ 22,684.56	\$2,040.27
Lot 2 Block 2	294,029.6	6.75	\$ 40,731.17	\$3,663.41
Lot 1 Block 2	179,324.9	4.12	\$ 24,841.41	\$2,234.26
Reserve A	379,329.8	8.71	\$ 52,547.58	\$4,726.19
Street R/W	57,652.3	1.32	exempt	
TOTAL GROSS	1,074,091.6	24.66		
ASSESSABLE AREA	1,016,439.4	23.33		

140,804.73 012,600.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.


Name
Tim Austin, PE

Poe & Associates, Inc.
5940 E. Central; Suite 200
Wichita, KS 67208

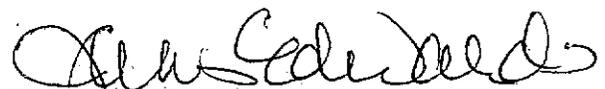
Address

(316) 685-4114

Telephone Number

Sworn to and subscribed before me WTR day of June 2013, ~~October, 2009~~.





Deputy City Clerk

RECEIVED

\$

JUN - 6 '13

DRAINAGE PETITION
6-5-13

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

SWD #390

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84893

Tract "A" described as follows:

See Exhibit "A"

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That drainage improvements including storm drains, grading, seeding, erosion control and related appurtenances be constructed on and to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being TWENTY EIGHT THOUSAND DOLLARS (\$28,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after July 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign,

repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

Where the ownership of Tract is divided into two or more parcels, the assessment to the lot so divided shall be assessed to each owner or parcel within such subdivided tract on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

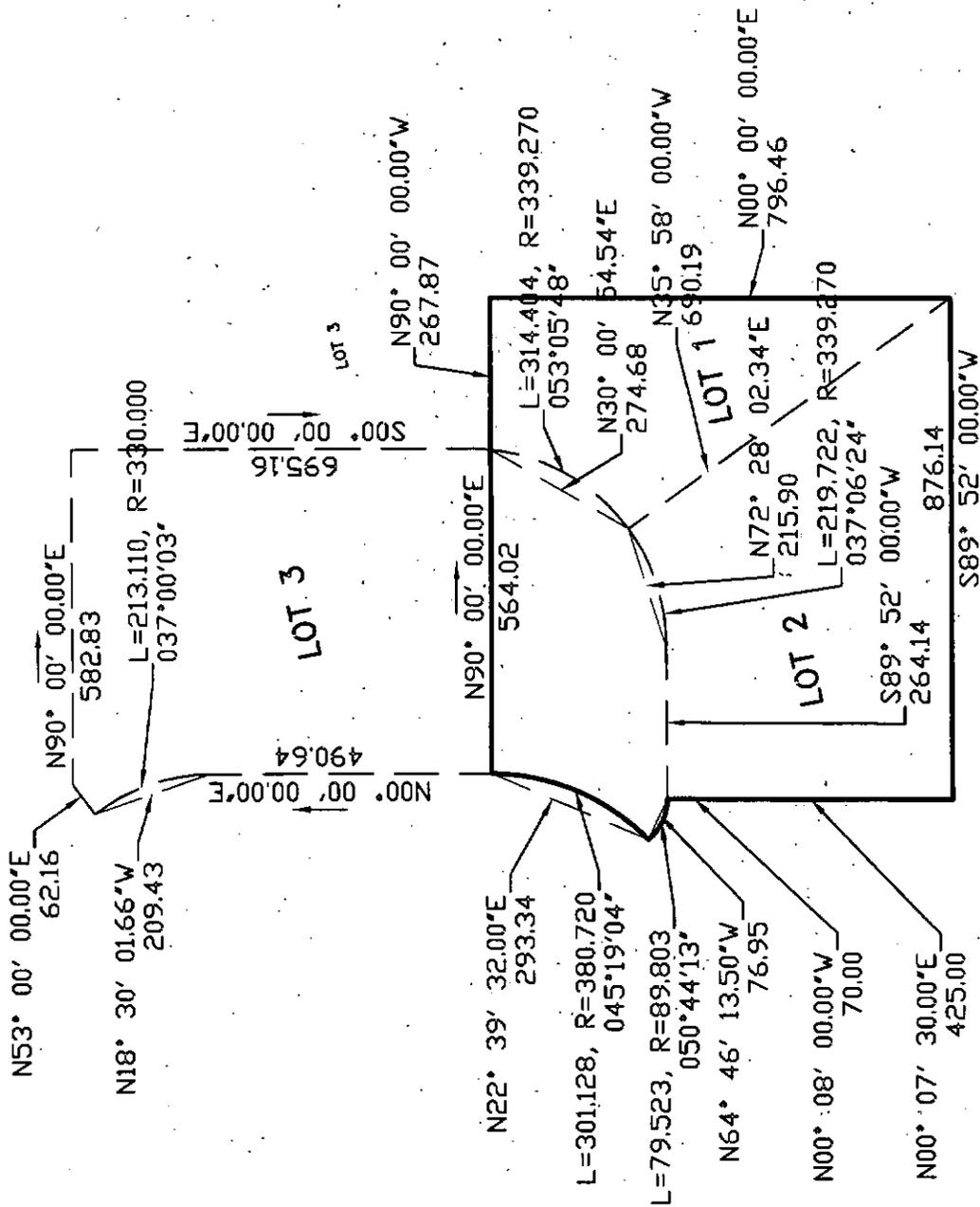
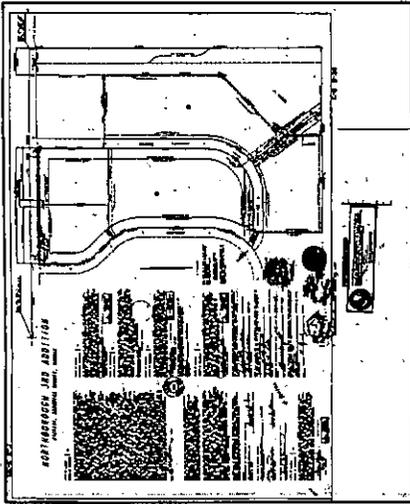
LEGAL DESCRIPTION	SIGNATURE	DATE
Manuel Corporation Lots 1 and 2, Block 2; Lot 3, Block 1, Reserve "A" Northborough 3 rd Addition Name: Title:	 _____ Vice President	<u>6-5-13</u>

EXHIBIT A

A Tract of land in the Northwest Quarter of Section 7, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes for a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.



PART OF
NORTHBOROUGH 3RD ADD.

IMPROVEMENT DISTRICT
BOUNDARY

6-5-13



IMPROVEMENT DISTRICT BOUNDARY
(697,557.26 S.F.)

PRELIMINARY ESTIMATE WORKSHEET

Preliminary Estimate of the cost of improving/constructing

NORTHBOROUGH 3rd DRAINAGE - Phase 1

2/6/2013

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
Drainage Items				
SWS Pipe RCP 18"	44	lf	25.00	\$ 1,100.00
SWS Pipe RCP 24"		lf	30.00	\$ -
SWS Pipe RCP 30"	136	lf	40.00	\$ 5,440.00
Inlet, Curb 1A	2	ea	2,000.00	\$ 4,000.00
End Section	1	ea	1,200.00	\$ 1,200.00
Rip-Rap, Heavy Stone	11	sy	40.00	\$ 440.00
Site Clearing & Restoration	1	LS	2,000.00	\$ 2,000.00
Erosion Control	1	LS	2,000.00	\$ 2,000.00
Project Seeding	1	LS	2,500.00	\$ 2,500.00
Channel Evcavation		CY	3.00	\$ -
Contingency (10%)				\$ 1,868.00
			Sub-total	\$ 20,548.00
Admin, Eng, Insp, Bonding (35%)				\$ 7,191.80
			Total	\$ 27,739.80

Benefit District Total Area Sq. Ft.

1,016,439

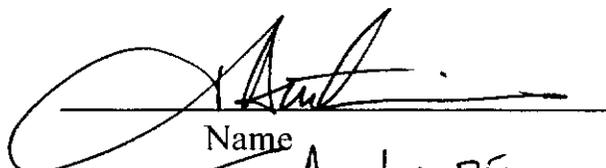
Cost per Sq. Ft.

\$ 0.027

LAND	SF	ACRES	bd cost Portion	ANNUAL ASSESSMENT (15 YRS @4%)
Lot 3 Block 1	163,755.0	3.76	\$ 4,469.06	\$401.95
Lot 2 Block 2	294,029.6	6.75	\$ 8,024.41	\$721.72
Lot 1 Block 2	179,324.9	4.12	\$ 4,893.98	\$440.17
Reserve A	379,329.8	8.71	\$ 10,352.35	\$931.10
Street R/W	57,652.3	1.32	exempt	
TOTAL GROSS	1,074,091.6	24.66		
ASSESSABLE AREA	1,016,439.4	23.33		

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.


Name
Tim Austin, PE

Poe & Associates, Inc.
5940 E. Central; Suite 200
Wichita, KS 67208
Address

(316) 685-4114
Telephone Number

Sworn to and subscribed before me 6th day of June 2013 ~~October, 2009~~.




Deputy City Clerk

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-120

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ROCKHILL STREET FROM THE EAST LINE OF BRAMBLEWOOD STREET TO A CUL-DE-SAC, ENDING AT A POINT APPROXIMATELY 900' EAST OF BRAMBLEWOOD (NORTH OF 21ST ST. NORTH, EAST OF WOODLAWN) 472-85105** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **ROCKHILL STREET FROM THE EAST LINE OF BRAMBLEWOOD STREET TO A CUL-DE-SAC, ENDING AT A POINT APPROXIMATELY 900' EAST OF BRAMBLEWOOD (NORTH OF 21ST ST. NORTH, EAST OF WOODLAWN) 472-85105** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Rockhill Street from the east line of Bramblewood Street to a cul-de-sac, ending at a point approximately 900' east of Bramblewood (north of 21st St. North, east of Woodlawn) 472-85105.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Forty-One Thousand Dollars (\$141,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TRACT "A"

A Tract of land in the Northwest Quarter of Section 7, Township 27, South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes of a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet

and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Tract "A" shall pay 1,000/1,000 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 2nd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-121

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90600 (SOUTH OF 21ST ST. NORTH, EAST OF WOODLAWN)** PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90600 (SOUTH OF 21ST ST. NORTH, EAST OF WOODLAWN)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90600 (south of 21st St. North, east of Woodlawn)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Thirty-Eight Thousand Five Hundred Dollars (\$38,500)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main benefit fee, such benefit fee to be in the amount of Forty-Nine Thousand Dollars (\$49,000).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TRACT "A"

A Tract of land in the Northwest Quarter of Section 7, Township 27, South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes of a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Tract "A" shall pay 1,000/1,000 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-122

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 22, MAIN 20, WAR INDUSTRIES SEWER (SOUTH OF 21ST ST. NORTH, EAST OF WOODLAWN) 468-84894** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 22, MAIN 20, WAR INDUSTRIES SEWER (SOUTH OF 21ST ST. NORTH, EAST OF WOODLAWN) 468-84894** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 22, Main 20, War Industries Sewer (south of 21st St. North, east of Woodlawn) 468-84894**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixty-Four Thousand Dollars (\$64,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Thirty-Four Thousand Nine Hundred Thirty Dollars (\$34,930).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHBOROUGH THIRD ADDITION

Tract "A"

TRACT "A"

A Tract of land in the Northwest Quarter of Section 7, Township 27, South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes of a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet

and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Tract "A" shall pay 1,000/1,000 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)
APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on July 6, 2013

RESOLUTION NO. 13-123

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 390 (SOUTH OF 21ST ST. NORTH, EAST OF WOODLAWN) 468-84893** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **STORM WATER DRAIN NO. 390 (SOUTH OF 21ST ST. NORTH, EAST OF WOODLAWN) 468-84893** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 390 (south of 21st St. North, east of Woodlawn) 468-84893**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty-Eight Thousand Dollars (\$28,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TRACT "A"

A Tract of land in the Northwest Quarter of Section 7, Township 27, South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes of a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis: That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Tract "A" shall pay 1,000/1,000 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of July 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council
SUBJECT: Community Events – KEYN Summer Concert Series (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Sharon VanHorn, VanHorn Promotion & Marketing is coordinating the KEYN Summer Concert Series with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

KEYN Summer Concert Series July 12, 19, 26 and August 2, 9 and 16, 2013 5:00 pm – 11:00 pm

- Water Street, Dewey Street to Waterman Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council
SUBJECT: Community Events –Mustache Dash 5K (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Caleb Teague, Kansas City Running Company is coordinating the Mustache Dash 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Mustache Dash 5K November 16, 2013 6:00 am – 10:00 am

- Rock Island Street, 2nd Street to Waterman Street
- Waterman Street, Rock Island Street to Lewis Street
- Lewis Street, Waterman Street to Maple Street
- Maple Street, Lewis Street to Sycamore Street
- Sycamore Street, Maple Street to Douglas Avenue
- Douglas Avenue, Sycamore Street to St. Francis Street
- St. Francis Street, Douglas Avenue to 1st Street
- 1st Street, St. Francis Street to Mead Street
- Mead Street, 1st Street to 2nd Street
- 2nd Street North, Mead Street to Rock Island Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Glow Run 5K Wichita (District IV)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Caitlin Patrick, KC Running Club is coordinating the Glow Run 5K Wichita with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Glow Run Wichita August 3, 2013 6:00 pm – 11:00 pm

- Sycamore Street, Maple Street to Taft Street
- Taft Street, Sycamore Street to McLean Boulevard
- McLean Boulevard, Taft Street to Harry Street
- McLean Boulevard, Harry Street to Maple Street
- Maple Street, McLean Boulevard to Sycamore Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Frontgate Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On May 21, 2013, the City Council approved a petition for sanitary sewer and storm water drainage improvements, and a water distribution system to serve Frontgate Addition, south of Central, west of 127th Street East.

Analysis: The proposed agreement between the City and Baughman Company, P.A. provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$43,200, and will be paid by special assessments.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

FRONTGATE ADDITION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90592 serving Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, Frontgate Addition (south of Central, west of 127th St. E) (Project No. 448-90592).

STORM WATER DRAIN NO. 387 serving Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, Frontgate Addition (south of Central, west of 127th St. E) (Project No. 468-84879).

LATERAL 433, FOUR MILE CREEK SEWER serving Lots 1 through 22, Block A, Lots 1 through 6, Block B, and Lots 1 through 10, Block C, Frontgate Addition (south of Central, west of 127th St. E) (Project No. 468-84880).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Frontgate Addition and perform the PROJECT tasks outlined in the Scope of Services (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Exhibit "A".
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY’S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit “A”**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER’S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90592	<u>\$ 8,600</u>
Project No. 468 84880	<u>\$22,800</u>
Project No. 468 84879	<u>\$11,800</u>
TOTAL	<u>\$43,200</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

SCOPE OF SERVICES
Frontgate Addition
(south of Central, west of 127th Street East)
(Project Nos. 4448-90592, 468-84880, 468-84879)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit "A"**.

In connection with the services to be provided, the ENGINEER shall:

A. **PHASE I – PLAN DEVELOPMENT**

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys**. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention**. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1 to Exhibit "A"**.
3. **Soils and Foundation Investigations**. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. **Review Preliminary Design Concepts**. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study**. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Plans & Specifications**. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the

electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping maybe required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** The ENGINEER shall include a conflict list for each utility, also posted to the FTP site. **Attachment No. 2 is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City.** ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordinate resolution of utility conflicts prior to project letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes.
11. Shop Drawings. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees**

that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.

16. Project Milestones. The ENGINEER agrees to complete and deliver field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the City or agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - (a) Field check plans of the project for distribution to utilities by June 24, 2013.
 - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by July 15, 2013.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

II. WATERLINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets-type 1 and Type 1A; center, at high edge of curb inlets-type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline-center, inside face of inlet; 15ft/4m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to-section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL

- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include a copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks-minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets-provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement-provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer-BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL-pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer-show deflection angles between MH's
- Curve Tables-should include bends, tees, valves, FH's ect. for waterlines; ends-of-return, P.I.'s etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 2 to Exhibit "A" – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- None in Project Limits In Project Limits, No Relocation Necessary
 Utility will need to relocate Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: < 3 months 3-6 months 6-9 months > 9 months

Weather Sensitive: Yes No If yes, please explain: _____

Utility Plan Review:

- Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before to:

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	Root Proj. No.	City Design Manager	City Design Consultant	Date of First UNCC	Date of Second UNCC	Date of Revision	Date of Second Revision	Date of Final Revision	R/W Purchased	Date Utilities notified of R/W completion	Project Proposed and Date	Proposed Utility Clear Date (project)
2/21/2013	1111111/222222	Kallman	Ken Lee/Ruggles & Barri	2/21/2013	2/21/2013				No			
				Utility needs to relocate (Y/N)	Utility in Private Assessment (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date			
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox	Location in Project: (Describe Existing Facilities)	Relocation Needs:	Comments:	Water
	Location in Project: (Describe Existing Facilities)	Relocation Needs:	Comments:	Sewer
	Location in Project: (Describe Existing Facilities)	Relocation Needs:	Comments:	

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

EXHIBIT "B"

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to 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. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, suppli-

er, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council

SUBJECT: 29th Street North Improvement, between Ridge and Hoover (Districts V and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget and amending ordinance.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding to improve 29th Street North, between Ridge and Hoover. On August 19, 2008, the City Council approved a budget of \$30,000 for the preparation of design concepts. On June 7, 2011, the City Council approved a design concept and an additional \$475,000 for design and right-of-way acquisition, bringing the total budget to \$505,000. Design work and right-of-way acquisition is nearly complete, with construction projected for spring 2013.

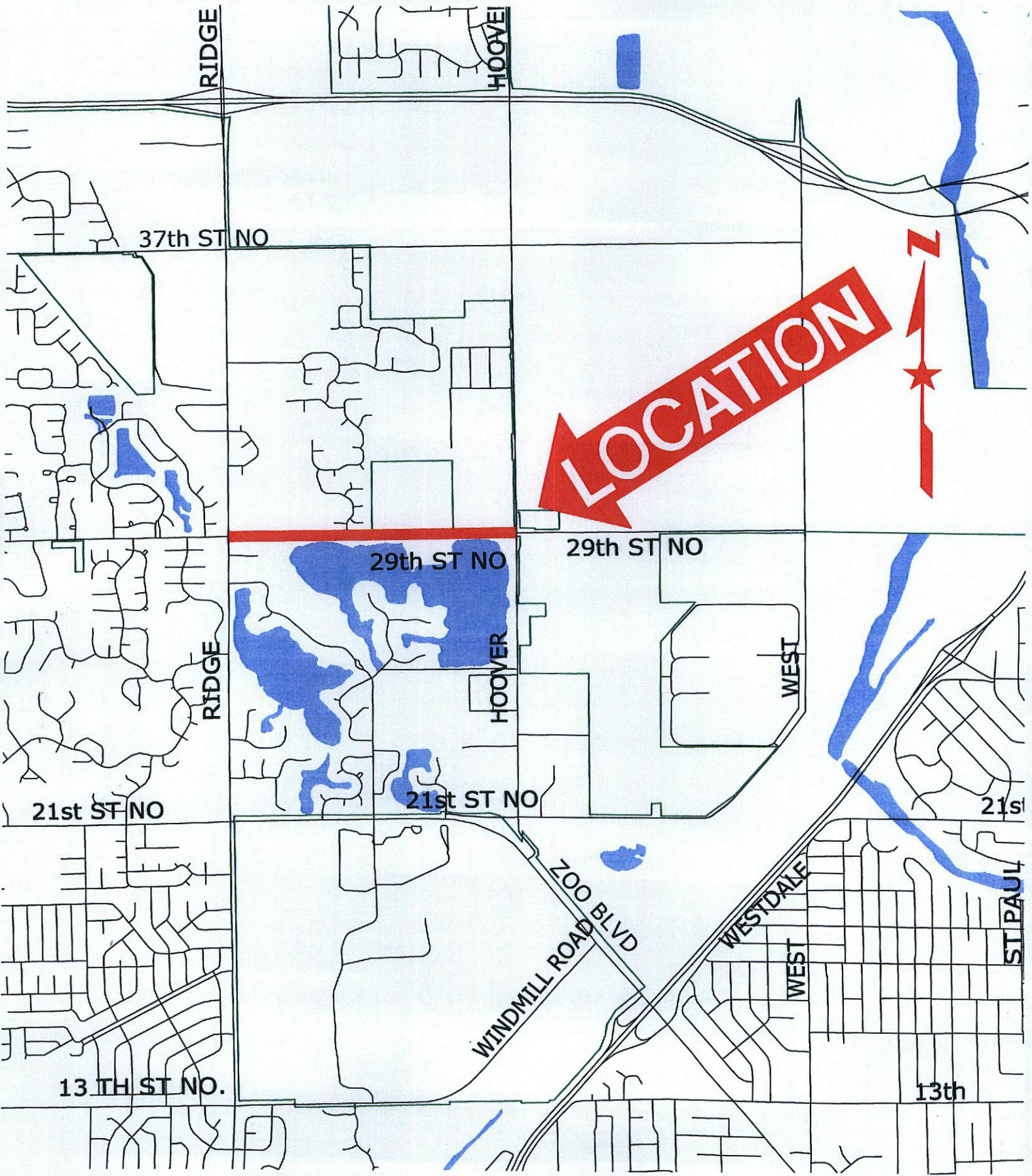
Analysis: Improvements include a three-lane roadway, with one through lane in each direction, and a center two-way left turn lane. The intersection of 29th and Hoover will be improved to provide left turn lanes at all four approaches to the intersection. A six-foot wide sidewalk will be constructed on the north side of 29th and the available right-of-way will be landscaped. Traffic will be carried one-way westbound throughout construction.

Financial Consideration: The current CIP includes \$3,000,000 in General Obligation bonds in 2013 for construction. The existing approved budget for design and right-of-way is \$505,000, funded by General Obligation bonds. The addition of the proposed construction budget brings the total project budget to \$3,505,000.

Legal Considerations: The Law Department has reviewed and approved the amending ordinance as to form.

Recommendation/Action: It is recommended that the City Council approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures.

Attachments: Map, budget sheet, and amending ordinance.



LOCATION

Project Request

CIP Non-CIP CIP YEAR: 2013 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-84691

COUNCIL DISTRICT: 23 Council Districts 5, 6 DATE COUNCIL APPROVED: Jul 2, 2013 REQUEST DATE: Jul 5, 2013

PROJECT #: 208454 PROJECT TITLE: 29th St N, Ridge to Hoover

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 29th St N, Ridge to Hoover

OCA #: 706989 OCA TITLE: 29th St N, Ridge to Hoover

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Gary Janzen PHONE #: 268-4450

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$505,000.00	\$3,000,000.00	\$3,505,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$505,000.00	\$3,000,000.00	\$3,505,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$505,000.00	\$3,000,000.00	\$3,505,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$505,000.00	\$3,000,000.00	\$3,505,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____
DEPARTMENT HEAD: _____
BUDGET OFFICER: _____
CITY MANAGER: _____

DATE: 06/12/13
DATE: 6/13/13
DATE: _____
DATE: _____

Published in the Wichita Eagle on July 12, 2013

ORDINANCE NO. 49-528

AN ORDINANCE AMENDING ORDINANCE NO. **49-019** OF THE CITY OF WICHITA, KANSAS DECLARING **29TH ST. NORTH, BETWEEN RIDGE AND HOOVER (472-84691)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENT TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. SECTION 1 of Ordinance No. **49-019** is hereby amended to read as follows:

“SECTION 1. Section 2 of Ordinance No. **47-973** is hereby amended to read as follows:

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **29th St. North, between Ridge and Hoover (472-84691)** as a main trafficway in the following particulars:

The design and acquisition of right-of-way and construction as necessary for a major traffic facility.”

SECTION 2. SECTION 2 of Ordinance No. **49-019** is hereby amended to read as follows:

“SECTION 2. SECTION 3 of Ordinance No. **47-973** is hereby amended to read as follows:

SECTION 3. The cost of the above described improvements is estimated to be **Three Million Five Hundred Five Thousand Dollars (\$3,505,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 1 and 2 of Ordinance No. **49-019** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

2013. PASSED by the governing body of the City of Wichita, Kansas, this 9th day of July,

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
 July 2, 2013

TO: Mayor and City Council

SUBJECT: 2013 Federal Justice Assistance Grant Memorandum of Understanding

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding between the City of Wichita and Sedgwick County.

Background: The City of Wichita Police Department and Sedgwick County Sheriff’s Office have received notification they are eligible to receive 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) funding. The total JAG award is \$351,107. The allocations established by the Bureau of Justice Assistance are \$175,554 to the City of Wichita, and \$175,554 to Sedgwick County. The application is due July 9, 2013.

The Edward J. Byrne Memorial JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

JAG funds can be used for state and local initiatives, technical assistance, training personnel, equipment, supplies, contractual support, and information systems for criminal justice for any of the following categories:

- Law enforcement programs
- Prosecution and courts programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime Victim and witness programs (other than compensation)

Analysis: The Wichita Police Department will use its share of the JAG funding for law enforcement purposes to ensure professional public safety. Under the City of Wichita’s Safe and Secure Initiative, the funding will help ensure the Police Department can continue its emphasis on the community policing philosophy.

Financial Considerations: The City of Wichita will receive \$175,554 in 2013 Justice Assistance Grant funding. There is no local match requirement.

General Police Equipment (purchase/repair items, e.g., LIDARS, TASERS, Firearms)	\$165,554
Rental Vehicles and fuel for special assignments	\$10,000
Total	\$175,554

Legal Considerations: The required Memorandum of Understanding has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended the City Council approve the Memorandum of Understanding and authorize the appropriate signatures.

Attachments: Memorandum of Understanding between the City of Wichita and Sedgwick County.

GMS APPLICATION NUMBER: 2013-H4797-KS-DJ
(Mandatory)

COUNTY CLERK
CONTRACT NO. _____

**AGREEMENT BETWEEN
THE CITY OF WICHITA, KANSAS AND COUNTY OF SEDGWICK**

2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2013, by and between The COUNTY of Sedgwick, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Wichita, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Sedgwick County, State of Kansas, witnesseth:

WHEREAS, this Agreement is made under the authority of K.S.A. 12-2908, et seq; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the CITY \$175,554.00 from the JAG award for the 2013 Public Safety Improvement Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$175,554.00 of JAG funds.

Section 2.

CITY agrees to use \$175,554.00 for the 2013 Public Safety Improvement Program until 9-30-2016.

GMS APPLICATION NUMBER: 2013-H4797-KS-DJ
(Mandatory)

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

GMS APPLICATION NUMBER: **2013-H4797-KS-DJ**
(Mandatory)

ATTEST:

SEDGWICK COUNTY, KANSAS

KELLY ARNOLD
County Clerk

JAMES B. SKELTON, Chairman
County Commissioner, 2nd District

APPROVED AS TO FORM:

JENNIFER MAGAÑA
Deputy County Counselor

GMS APPLICATION NUMBER: **2013-H4797-KS-DJ**
(Mandatory)

ATTEST:

CITY OF WICHITA, KANSAS

KAREN SUBLETT
City Clerk

CARL BREWER, Mayor

APPROVED AS TO FORM:

GARY REBENSTORF
City Attorney

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council

SUBJECT: Approval of Purchased ADA Paratransit Rides Contractor Agreement

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the agreements.

Background: The contractor agreements will allow Wichita Transit to purchase paratransit rides from six human service agencies: Catholic Charities, Cerebral Palsy Research Foundation (CPRF), Envision, Kansas Elks Training Center for the Handicapped (KETCH), ResCare and Starkey. In 2012, Wichita Transit's in-house paratransit service provided approximately 25% of all ADA rides. The remaining 75% were provided by the six human service agencies. Rides provided by agencies are intended for the transportation of ADA eligible clients as determined by Wichita Transit.

The contractor agreements are renewals which have a termination date of December 31, 2013, including automatic month-to-month renewal if a new contractor agreement has not been negotiated.

Analysis: If Wichita Transit is to continue purchasing rides with federal funds, execution of the agreements is needed. The Federal Transit Administration (FTA) requires that the purchased ride agreements be in writing for specific terms.

Financial Considerations: Total funding for the agreements allows for up to \$1,689,398 for the 2013 calendar year. Funding for the agreements is as follows: \$396,690 from the FTA; \$556,000 from KDOT; and \$736,708 from the City of Wichita transit fund (\$209,440 for matching FTA funds).

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the Purchased ADA Paratransit Rides Contractor Agreement and authorize the necessary signatures.

Attachments: Purchased ADA Paratransit Rides Contractor Agreement.

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2013, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Cerebral Palsy Research Foundation (CPRFK) (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2013, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.
9. No Third Party Beneficiaries: It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third-

party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. Non-Discrimination. HPI shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

**CEREBRAL PALSY RESEARCH
FOUNDATION**

Carl Brewer, Mayor

Patrick Jonas, President/CEO

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

APPENDIX A
GENERAL CONTRACTUAL PROVISIONS FOR CONTRACTOR

ARTICLE 1: AUTHORITY TO CONTRACT

1.1 Affirmation Of Legal Authority

The Contractor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation

Corporations, limited liability companies, or other forms of business requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. A corporation shall furnish a copy of its corporate resolution evidencing the authority to sign this Agreement, executed by the corporation's secretary or president.

ARTICLE 2: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that the Contractor is acting as an independent contractor in providing the services and performing the duties provided for by this Agreement. The Contractor is, at all times, acting as an independent contractor and not as an officer, agent, or employee of the City. As an independent contractor, the Contractor, and employees of the Contractor, will not be within the protection or coverage of City's worker's compensation insurance, subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall the Contractor, and employees of the Contractor, be entitled to any current or future benefits provided to employees of the City. Further, the City shall not be responsible for withholding of social security, federal, and/or state income tax or unemployment compensation from payments made by the City to the Contractor.

ARTICLE 3: SCOPE OF SERVICES

3.1 Purpose

It is mutually agreed by and between City and Contractor that the purposes of this Agreement are for the Contractor to efficiently provide eligible passengers a level of curb-to-curb paratransit service which is substantially equivalent to the curb-to-curb paratransit service presently operated by Wichita Transit, all under the terms and conditions described in this Agreement, and to provide Wichita Transit those operating statistics required for federal reporting. If the present volume of service provided by the Contractor pursuant to this Agreement substantially increases or decreases, the Parties agree to negotiate reasonable modifications to this Agreement (which may include termination of this Agreement). The Parties also agree that Contractor shall only provide service, which is compensable under this Agreement, during Wichita Transit regular weekday operating hours.

The Parties agree that the terms of this Agreement apply only to purchased rides for eligible passengers, which are referred to Contractor by Wichita Transit for service during normal weekday operating hours and conditions. To the extent that Contractor provides transportation services to

persons who may otherwise be eligible passengers (whether as a part of Contractor's programs or otherwise) outside of such hours, Contractor may do so upon the terms and conditions acceptable to Contractor, and such services are outside the scope of this Agreement.

3.2 Special Needs Of Eligible Passengers

All eligible passengers have one or more disabilities that preclude their use of regular fixed route transit. Many will require special assistance when boarding or leaving the paratransit vehicle. The Contractor shall be responsible for assuring that all drivers are capable, competent, courteous and sensitive to these special needs.

ARTICLE 4: GENERAL PROVISIONS

4.1 Definitions

- A. Unit Of Service – One one-way trip equals one unit of service per eligible passenger. A round-trip taken by an eligible passenger equals two units of service. A unit of service is the basis for subsidy reimbursement.
- B. Eligible Passenger(S) – Individuals who are certified and approved as ADA paratransit eligible by Wichita Transit, both ambulatory and nonambulatory.
- C. Personal Care Attendant (PCA) – A person who has been approved to ride free of charge with an eligible passenger for the purpose of providing the passenger with assistance. Qualified drivers employed by the Contractor may act as a PCA for eligible passengers who are also the clients of the Contractor (human service agency).
- D. Equivalent Level Of Paratransit Service – The following criteria are used to evaluate the Contractor's performance relative to the level of paratransit service operated by Wichita Transit:
 - 1. On-time performance for pick-ups. Actual pick-up times shall be evaluated relative to a 30-minute pick-up window.
 - 2. Length of time an eligible passenger spends on the paratransit vehicle. Length of time shall be evaluated relative to a 90-minute maximum ride time.
- E. No-Show – When an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window). Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "no-shows." Wichita Transit agrees to permit the Contractor to develop and enforce reasonable policies, which limit "no-shows."
- F. 30-Minute Pick-Up Window – The 30-minute timeframe provided to the eligible passenger that indicates when the paratransit vehicle has been scheduled to arrive. Vehicles arriving within the 30-minute pick-up window are considered on time.
- G. Missed Trip – When the vehicle arrives for the pick-up, at a time after the end of the 30-minute pick-up window, and the client does not board the van. Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "missed trips".
- H. Passenger Fare – For eligible passengers, the amount of money that the Contractor may collect from an eligible passenger with respect to a unit of service. Pursuant to subsection 9.4(D) of this Agreement, the appropriate passenger fare will be assumed by the Parties to

have been retained by the Contractor as partial payment. As required by The ADA, the passenger fare charged or collected from eligible passengers shall not be more than twice the price of the regular Wichita Transit bus fare.

- I. Referred Ada Trip - A subscription service ride request referred to an agency by Wichita Transit. Possible Contractor acceptance of a referred trip is provided for in subsection of 9.4(C) of this Agreement.
- J. Subscription Service – A trip to the same place at the same time at least twice a week for a minimum period of 30 days.
- K. Unless otherwise indicated, all references to time periods, which are measured in “days,” shall be deemed to refer to a day of ordinary operation for Wichita Transit.

4.2 Service Area

All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Wichita.

4.3 Passenger Eligibility

The City, acting through Wichita Transit, shall establish a procedure to determine eligible passengers. No person shall be transported under this Agreement who has not first been determined by the City as eligible for the service.

4.4 Laws To Be Observed [Reserved]

ARTICLE 5: PERSONNEL

5.1 Qualified Personnel

The Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. Except as provided in Section 6.3 below, such personnel shall not be employees of or have any other contractual relationship with the City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

5.2 Minimum Wages [Reserved]

5.3 Employee Conflict Of Interest

The Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5.4 Employee Background Checks

The parties to this Agreement recognize that those entities or persons providing government funded services are subject to public scrutiny. Consequently, by entering into this Agreement, the Contractor assumes an affirmative and ongoing duty during the term of this Agreement to guarantee and maintain compliance with requirements set forth in Subsection 5.5 below. Such

compliance will require the use of Contractor customary criminal background checks, and such other background checks as may be reasonably requested by Wichita Transit from time to time, upon all personnel or agents providing services pursuant to this Agreement, or administering the funds conveyed under this Agreement.

5.5 Participant Safeguard

The Contractor certifies that none of its employees are:

- A. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to provide services, administer this Agreement, or handle the funds conveyed under this Agreement;
- B. Persons convicted of any sex offenses, crimes against children, or crimes of violence toward persons during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to interact in any way with persons served pursuant to this Agreement; and
- C. Persons convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to operate a vehicle in which an eligible passenger is provided transportation pursuant to this Agreement. For purposes of this section, “serious traffic offense shall not include any offense deemed a “traffic infraction” under K.S.A. 8-2116 and 8-2118.
- D. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to the City’s Law Department. The Department of Law’s decision shall be final for purposes of compliance with this Agreement. The term “conviction” shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and diversions appearing on the driving records maintained by the Kansas Department of Revenue.

ARTICLE 6: PROHIBITION OF CONFLICT OF INTEREST

6.1 Interest Of Public Officials And Others

No officer or employee of the City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person’s personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested. Nor shall any officer or employee of the City or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2 Interest Of Contractor [Reserved]

6.3 Employee Conflicts

If either party becomes aware of situations in which a) an employee of the City shall also be an employee of the Contractor at the time of the Agreement, b) an employee of the Contractor seeks additional / alternative employment with the City during term of the Agreement, or c) an employee of the City seeks additional / alternative employment with the Contractor during term of the Agreement, such party shall immediately provide written notice of such situations to the other party. The City shall make every effort to assure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to the Contractor or Contractor's competitors.

ARTICLE 7: FUNDING / CASH BASIS AND BUDGET LAWS

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

ARTICLE 8: REPORTS, RECORDS AND INSPECTION

8.1 Documentation Of Costs

Proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges shall support all costs incurred by the Contractor for which the Contractor purports to be entitled to reimbursement. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

8.2 Maintenance Of Records

Except as otherwise authorized by the City, the Contractor shall retain such documentation as listed in subsections 8.1 and 8.3 for a period of not less than three (3) years after the close of the calendar year which contains the time period to which a monthly billing relates. This is the case unless City notifies Contractor in writing of an action, including but not limited to, litigation or audit resolution proceedings, which necessitates maintenance of records beyond the minimum three (3)-year period.

8.3 Reports

During the term of this Agreement, the Contractor shall furnish reports and information to the City substantially in the form attached hereto as Exhibit 1. If the Contractor fails to provide all required reports in a timely, complete and accurate manner, the City may withhold payments to the Contractor until such time as all reports are furnished. Exhibit 1 is deemed to satisfactorily address the reporting requirements for subsections (A) through (K) below. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit). However, Contractor shall report all applicable types of rides provided to such passenger (i.e., if one or more of the categories set forth in subsections G,

H, I, and J below applies to a passenger, then Contractor shall report the ride under each applicable category).

A. Complaint Records

The Contractor agrees to maintain complete records of all complaints received regarding service provided under this Agreement. The Contractor agrees to submit a service complaint report each time a request for reimbursement is submitted. Such report shall identify the general nature of complaints received during the billing period along with any actions taken by the Contractor. The Contractor agrees that complaint records used to prepare complaint reports are subject to review by the City to ensure the accuracy and validity of information reported.

B. Financial And Operating Data

The Contractor shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.

C. On-Time Performance And Trip Length Records

For the purpose of determining if the Contractor is providing a level of paratransit service equivalent to that provided by Wichita Transit, the Contractor agrees to maintain records of on-time performance and trip length for all eligible passengers provided paratransit service under this Agreement. The Contractor agrees to submit an on-time performance and trip length report each time a request for billing is submitted. For the billing period, the report shall identify the percentage of pick-ups occurring before, during, and after the 30-minute pick-up window and the number of trips involving an eligible passenger ride of 90 minutes or greater. The Contractor agrees that on-time performance and trip length records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

D. Alcohol And Drug Test Reports

The Contractor agrees to submit to the City an annual report that identifies the Contractor's efforts to comply with FTA and U.S. DOT requirements for pre-employment, post-accident and random alcohol and drug testing of safety sensitive employees. The annual alcohol and drug testing report shall be submitted by January 30th following the close of the year to which it relates.

E. No-Show Records

For the purpose of eliminating trips referrals involving a passenger who demonstrates a pattern of "no-showing" for trips, the Contractor agrees to maintain records of no-shows recorded by passengers provided paratransit service under this Agreement. The Contractor agrees to submit a no-show report each time a request for billing is submitted. For the billing period, the report shall identify the number of no-shows per eligible passenger and the dates on which no-shows were recorded. The Contractor agrees that no-show records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

F. Missed Trips

For the purpose of reporting "missed trips," the Contractor agrees to maintain records of missed trips affecting passengers who are provided paratransit service under this Agreement. The Contractor agrees to submit a missed trip report each time a request for billing is

submitted. For the billing period, the report shall identify the number of missed trips affecting eligible passengers and the dates on which missed trips were experienced. The Contractor agrees that missed trip records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

G. ADA Rides

In order to ensure that rides provided pursuant to this Agreement are provided to eligible passengers and that operating statistics needed for federal reporting are provided, the following is required:

1. Pursuant to subsection 9.1(B) of this Agreement, each month, the Contractor shall submit an alphabetical listing of those persons who have been provided service during the month who the Contractor has reported as being an eligible passenger (approved by Wichita Transit as ADA paratransit eligible).
2. Wichita Transit will check the names on the list against the database of persons who have been granted ADA paratransit eligibility. Wichita Transit will provide the Contractor with the names of those individuals who have not been determined as ADA paratransit eligible.
3. After receipt of the names of nonADA eligible persons, the Contractor may assist the subject individuals with completion of an ADA paratransit eligibility application or shall, in the future, discontinue reporting them as eligible passengers on monthly billing.

H. Access To Jobs Trips

In order to report the number of rides funded through the Access to Jobs program, and pursuant to 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program.

I. Peak Hour Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number of rides provided to eligible passengers between 6:00 AM and 10:00 AM and between 2:00 PM and 6:00 PM.

J. Ambulatory / Wheelchair Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number rides provided to ambulatory persons and the number or rides provided to persons using a wheelchair or similar mobility device.

K. New Freedom Trips

In order to report the number of rides funded through the New Freedom Program, and pursuant to subsection 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program. The parties acknowledge that the federal record keeping and reporting requirements under the New Freedom Program have not yet been developed. City agrees to inform Contractor of such requirements when City becomes aware of them. The parties agree to develop reasonable procedures under this Agreement to satisfy such requirements.

8.5 Availability Of Records

During the time period set forth in Section 8.2 above, the Contractor agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions.

8.6 Right To Inspect All Work, Equipment And Materials

The Contractor shall permit the City or any authorized representative of the City's Director of Transit to inspect all work, equipment and materials with regard to the provision of service under this Agreement during Contractor's normal business hours, upon reasonable advance notice.

8.7 Right To Observe Operations

The City reserves the right to observe operations by the Contractor pursuant to this Agreement at any reasonable time, i.e., maintenance, sensitivity training, loading and unloading eligible passengers, etc.

- A. If any observed operations are deemed defective by the City, the City shall notify the Contractor in writing of such defect.
- B. Upon receipt of a written notice of defect, the Contractor has 10 days to investigate the defect and provide reports to the City.
- C. The response shall include a copy of the City's notice of defect, together with a written statement of any corrective action taken, and shall be subject to the City's reasonable approval.
- D. If corrective actions are reasonably satisfactory, the City will advise the Contractor within 10 days. Otherwise, the City will notify the Contractor of the continuing defect within such 10-day period, and the City has an additional five (5) days to remedy the defect and failure to do so may be considered as a breach of this Agreement.

8.8 Confidentiality

Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible passenger records.

ARTICLE 9: METHOD OF BILLING AND PAYMENT

9.1 Billing Procedures

Contractor agrees that billings and payments made under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City. After receipt of billing, payment shall be made as soon as procedures allow.

A. Monthly Billing

A monthly billing system will be used, and all billing, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period.

B. Billing Content

All billings shall be substantially in the form of Exhibit 1. In addition, Wichita Transit may require copies of daily vehicle manifests to be submitted with monthly billing that indicate passenger pick up windows for eligible passengers and the actual time of vehicle arrival for passenger boarding. If Wichita Transit requires the submitting of daily vehicle manifests, trips provided to eligible passengers shall be highlighted on the manifests to make them easily differentiated from trips provided to persons who have not been granted ADA paratransit eligibility. If the Contractor is providing billable rides under the Access to Jobs program, those rides shall be totaled on the monthly billing. If the Contractor is providing billable Access to Jobs rides, Wichita Transit may require documents describing pick-up and drop-off locations. Documents should be kept on file for Wichita Transit to review if requested. All documentation of capital costs is required with the monthly billings.

C. Billing Procedure
[Reserved]

D. Rate Of Reimbursement

Transportation reimbursements will be made on a unit of service basis pursuant to this Agreement. The reimbursement per unit of service for trips provided pursuant to this Agreement shall be \$6.20 per ambulatory person and \$10.50 per person who use a wheelchair or similar mobility device. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit).

Wichita Transit requests the costs for the Access to Jobs (JARC) rides be listed and subtracted from the total eligible rides. The eligible Access to Jobs costs are to be reimbursed as JARC. Wichita Transit requests the costs for capital including maintenance and depreciation be listed and subtracted from the total eligible rides. The eligible capital costs are to be reimbursed as capital cost of contracting. Only the total amount equal to the eligible ADA rides at the appropriate rate will be reimbursed by Wichita Transit and includes JARC and capital costs of contracting reimbursement. If either JARC or capital cost of contracting are no longer requested by Wichita Transit, the Contractor will be notified.

E. Review Of Reimbursement Rates

The amount of reimbursement per unit of service will be reviewed during the last six months of 2013 and may be subject to revision starting January 1, 2014. Any change in the reimbursement rate must be agreed to in writing by all Parties prior to implementation.

F. No Show Trips And Missed Trips
[Reserved]

9.2 Support Documentation

Billing shall be supported with the documentation described above in Section 9.1.

9.3 Reimbursement Restrictions

Payments shall be made to the Contractor only for items and services authorized by this Agreement. The City reserves the right to disallow reimbursement for any item or service, which is not authorized by this Agreement.

Service By Contractor

A. General

Service is to be provided by the Contractor in a prompt and courteous manner. Passengers must be determined ADA paratransit-eligible before the Contractor provides paratransit rides pursuant to this Agreement. Passengers are to be picked up within a 30-minute pick-up window, and the unit of service or one-way trip shall not last longer than 90 minutes. If circumstances dictate that the aforementioned conditions cannot reasonably be met, the Contractor shall make note of the incident and reference it as part of the on-time performance or trip length reports discussed in subsection 8.3(C). As discussed in subsection 8.3(A) of this Agreement, the Contractor is to provide the City a complaints report.

B. Back-Up System

The Contractor must have a reasonable back-up system in place to ensure that eligible passengers are not stranded.

C. Acceptance Of Rides Referred By The City

When referred by the City, and upon reasonable notice, the Contractor agrees to accept ride requests by persons who are not already persons served by the Contractor.

D. Collection Of Fare From Eligible Passengers

To the extent required in Section 4.1(H), the Contractor shall collect and retain the standard ADA paratransit fare from eligible passengers.

E. Alcohol And Drug Testing

The Contractor shall comply with the federal drug and alcohol regulations as set forth in Appendix B of this Agreement. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Contractor positions that perform duties under the terms of this Agreement.

F. Vehicle Specifications

All vehicles used in service pursuant to this Agreement shall be equipped with a two-way radio or other acceptable telecommunications device (including, but not limited to, cell phones) and shall, at all times, be maintained in a reasonable operating condition and shall be kept in clean and comfortable condition for the transportation of eligible passengers. Vehicles used to transport eligible passengers who use a wheelchair shall be equipped with an operable wheelchair lift or ramp. Regardless of the manner in which a vehicle is equipped, all rides will be compensated at the applicable ambulatory or nonambulatory rate under Section 9.1.D, as the case may be. Compliance with vehicle specifications shall be subject to regular monitoring by the City or the designated representative of Wichita Transit.

G. ADA Compliance

The Contractor must be in compliance with the federal Americans with Disabilities Act (ADA) requirements.

9.5 Billing Reimbursement Limits

In order for the City of Wichita to maintain budget constraints, it is necessary to place a annual reimbursement limit for all agencies providing services for Wichita Transit. This is a “not to exceed” monetary value on reimbursement requests, as stated in section 9.1, subsection D. “Rate of Reimbursement” of this agreement. Once these reimbursement limits have been reached by each agency, Wichita Transit will no longer continue to reimburse for rides above said limit.

CPRFK’s total annual reimbursement is an amount not to exceed \$ 38,000.

ARTICLE 10: LICENSES AND PERMITS

- A. The Contractor shall procure and maintain all permits, licenses, certifications, bonds and insurance required by federal, state or local authority for carrying out this Agreement.
- B. The Contractor shall maintain workers compensation insurance in amounts not less than minimum statutory requirements.
- C. The Contractor shall notify the City immediately if any required license, permit, bond or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may be the basis for immediate termination of this Agreement by the City.

ARTICLE 11: INSURANCE

The Contractor shall provide to the City a Certificate of Insurance evidencing comprehensive general liability, professional liability, and comprehensive automobile liability coverage in the following minimum amounts:

- A. Bodily Injury \$500,000 each occurrence
- B. Property Damage \$500,000 each occurrence
- C. Bodily Injury \$500,000 each person
- D. Bodily Injury (owned, not owned, hired, renter or otherwise)
 - 1. Bodily Injury \$500,000 each accident
 - 2. Property Damage \$500,000 each accident
- E. Workers Compensation As statutorily required

ARTICLE 12: SUBCONTRACTING

- A. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City.
- B. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

- C. If the City consents to the use of subcontractors, the Contractor shall remain fully responsible for all obligations of this Agreement, including indemnification of the City for all actions by subcontractors.

ARTICLE 13: TERMINATION OF AGREEMENT

13.1 Termination For Cause

If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement or if either party violates any of the terms, covenants, conditions, or stipulations of this Agreement, the non-breaching party may terminate this Agreement by giving at least 10 days written termination notice to the breaching party. Such notice of termination shall specify the specific breach(s) and the date of the termination.

In the event of termination, such information prepared by the Contractor to carry out this Agreement, including data, studies, surveys, records, drawings, maps, and reports shall, continue to be made available to the City in accordance with Article 8 above. The Contractor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

In spite of the above, the Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor are determined.

13.2 Termination Of Agreement On Other Grounds

Either party, upon 30 days written notice, may terminate this Agreement for any reason whatsoever. Written notice must state the effective date of the termination.

13.3 Expiration Of Contract Term

Subject to earlier termination as provided in Sections 13.1 and 13.2 above, this Agreement shall extend until December 31, 2013. If the Parties do not have a negotiated renewal agreement completed on or before that date, this Agreement shall continue under the last agreed terms on a month-to-month basis.

ARTICLE 14: NOTIFICATION

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, registered or certified mail (return receipt requested) or by means of telefacsimile or telecopier. Notices delivered in person or sent via telefacsimile or telecopier shall be effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be effective forty-eight hours after the date said notice is postmarked to the addressee.

Contractor: City of Wichita – Wichita Transit
Attn: Steve Spade, Director
Address: 777 E. Waterman
Phone: (316) 352-4805
Fax: (316) 337-9287

Vendor: Contractor Name: CPRFK
Attn: Patrick Jonas
Address: 5111 E. 21st St. North
Phone: 688-1888

ARTICLE 15: MISCELLANEOUS

- 15.1 The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy provide by this Agreement, shall not be construed as a future waiver or relinquishment of such term, provision, option, right or remedy. A waiver by either party of any term or provision of this Agreement shall not be deemed to have been made unless submitted in writing and signed by the waiving party.
- 15.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their permitted successors and assigns.
- 15.3 In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, the invalid provision shall automatically be considered amended so as to conform to all applicable legal requirements. If the invalidity cannot be cured by amendment, the invalid provision shall be considered stricken and deleted. In either case, the validity or enforceability of the remaining provision of this Agreement shall remain intact.
- 15.4 Both parties to this Agreement represent and agree that (i) they have reviewed all aspects of this Agreement, (ii) they have been given the opportunity to review this Agreement with counsel, and (iii) they have carefully read and fully understand all provisions of this Agreement.
- 15.5 The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in the Agreement or its attached appendixes is deemed void. The Parties are free to negotiate, mediate, or litigate any dispute between them.

Wichita Transit Subrecipient Monthly Reporting

Month: _____ FY: _____

Agency Name: _____

Person filling out report: _____

Title: _____ Phone: _____

Ridership:

Billable to Wichita Transit

*ADA Pre-Certified Rides _____

*JARC Rides (Must be ADA eligible, as well) _____

Total Ridership _____

Peak Hour Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers during peak times?

Morning Peak		Afternoon Peak	
ADA Rides	JARC Rides	ADA Rides	JARC Rides

Wheelchair / Ambulatory Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers who use a wheelchair or similar mobility device and how many rides were provided to eligible passengers who are ambulatory?

Total ADA Rides Provided	Number of ADA <i>Ambulatory</i> Rides	Number of ADA <i>Wheelchair</i> Rides

Total JARC Rides Provided	Number of JARC <i>Ambulatory</i> Rides	Number of JARC <i>Wheelchair</i> Rides

Missed Trip Information: (ADA billable rides only)

Name Of Person	Number Of Missed Trips	Missed Trip Dates

No Show Information: (ADA billable rides only)

Name Of Person	Number Of No-Shows	No-Show Dates

On-Time Performance And Trip Length: (ADA billable rides only)

What was your on-time performance for the reporting period?

Early Arrival %	On Time %	Late Arrival %

Number of Passenger Trips over 90 minutes: _____

Percent (%) of Trips over 90 minutes: _____

Complaint Reporting: (ADA billable rides only)

Reason For Complaint	Number Of Incidents During Reporting Period
Late arrival	
Early arrival	
Length of time on van	
Driver rudeness	
Other	

Any Action Taken on Complaints

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Passenger Fares Collected: (ADA billable rides only)

What is the dollar value of passenger fares collected during the reporting period?

The number of ADA passenger trips _____ times \$3.50 = \$ _____

Total Costs: (ADA/JARC billable rides only)

Costs breakdown:

Administration Expense: \$ _____

Operations Expense: \$ _____

Maintenance Expense: \$ _____

Net contract expenditures: (ADA/JARC billable rides only) \$ _____

(Note: The subrecipient should collect fares from clients to offset their operational costs to provide these rides. The net contract expenditures are the **Total Costs** minus **ADA Fares Collected** from the clients for the rides provided).

NTD Data: (ADA/JARC billable rides only)

In order to meet Federal Reporting requirements, the data below is needed to provide WT information to complete the NTD Monthly/Yearly report.

	line 21	line 03	line 04	line 06	line11
	Number of Days Operated	Time Service Begins	Time Service Ends	Vehicles In Operation	Total <i>Actual</i> Miles Operated
Weekdays					

	line12	line 12a	line 14	line 15	line 15a
	Total <i>Actual</i> Vehicle Revenue Miles (VRM)	Total Deadhead Miles (auto calc)	Total <i>Actual</i> Vehicle Hours	Total <i>Actual</i> Vehicle Revenue Hours (VRH)	Total Deadhead Hours (auto calc)
Weekdays		0			0

	line 18	line 20
	Unlinked Passenger Trips (UPT)	Passenger Miles Traveled (PMT)
Weekdays		

This last section is for all other rides provided by your agency (other than ADA/JARC pre-approved rides). Also, WT would like to know the maintenance data for your entire fleet and not just those vehicles that you use to provide the ADA/JARC rides.

Ridership:

Not Billable to Wichita Transit

*Non-ADA Rides (includes Medical Rides, JARC rides not Reimbursed by WT) _____

*New Freedom rides _____

Total Other Rides Provided _____

Maintenance Statistics

PM's Scheduled: _____

PM's Completed: _____

Total Chargeable Road Calls: _____

Total Accidents: _____

End of Statistical Reporting

(Wichita Transit can supply an Excel spreadsheet for this report to you if needed)

Appendix B
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION (FTA)

FTA REQUIRED CONTRACT CLAUSES

**THE FOLLOWING TERMS AND CONDITIONS ARE
INCORPORATED HEREIN BY REFERENCE AND MADE A PART
OF ANY CONTRACT**

FTA REQUIRED CONTRACT CLAUSES

Bolded items are required and therefore included in this document. “N/A” indicates items that are not included because they are not required.

1	Drug and Alcohol	
2	Buy America	
3	Charter Bus Requirements	N/A
4	School Bus Requirements	N/A
5	Cargo Preferences	N/A
6	SEISMIC SAFETY REQUIREMENTS (A&E FOR NEW BUILDINGS AND ADDITIONS) – See Note #3	
7	ENERGY CONSERVATION REQUIREMENTS	
8	CLEAN WATER REQUIREMENTS (greater than \$100,000) – See Note #1	
9	Bus Testing	
10	Pre-Award and Post-Delivery Audits Requirements	N/A
11	LOBBYING (greater than \$100,000) – See Note #1	
12	ACCESS TO RECORDS AND REPORTS	
13	FEDERAL CHANGES	
14	Bonding Requirements	N/A
15	CLEAN AIR REQUIREMENTS (greater than \$100,000) – See Note #1	
16	Recycled Products	N/A
17	Davis Bacon Act	N/A
18	Contract Work Hours and Safety Standards Act	N/A

- 19 Copeland Anti-Kickback Act N/A
- 20 **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
- 21 **FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**
- 22 **TERMINATION (greater than \$10,000) – See Note #7**
- 23 **GOVERNMENT- WIDE DEBARMENT AND SUSPENSION (greater than or equal to \$25,000) – See Note #12**
- 24 **PRIVACY ACT – See Note #8**
- 25 **CIVIL RIGHTS REQUIREMENTS**
- 26 **BREACHES AND DISPUTE RESOLUTION (greater than \$100,000) – See Note #1**
- 27 **PATENT AND RIGHTS DATA (greater than \$100,000) – See Note #1**
- 28 **Transit Employee Protective Agreements**
- 29 **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**
- 30 **STATE AND LOCAL LAW DISCLAIMER**
- 31 **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATIVE (FTA) TERMS**
- 32 **FLY AMERICA - See Note #10**
- 33 Transit Vehicle Manufacturer’s Certification N/A
- 34 **ENVIRONMENTAL PROTECTION**
- 35 **ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA)**
- 36 **NOTIFICATION OF FEDERAL PARTICIPATION (greater than \$500,000) – See Note #11**
- 37 **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (ITS PROJECTS ONLY)**

Number Notes referenced on Previous Pages:

1. Contracts over \$100,000
2. Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels
3. Constructions of new buildings or additions to existing buildings
4. All contracts for items designated by the EPA, when the purchaser or contractors procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year
5. Contracts over \$2,000
6. Contracts over \$2,500
7. Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000
8. When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier
9. Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information
10. Applies ONLY to contracts involving international air transportation of persons or materials
11. Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000
12. Applies ONLY to contracts for services valued at or to exceed \$25,000

Required Federal Clauses for Professional Services

5.1 Seismic Safety Requirements

(Applies to New Building Construction and Additions to Existing Buildings)

The recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

5.2 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.

5.3 Clean Water Requirements

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.4 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the purchaser.

5.5 Access To Records

Contracts exceeding \$100,000

- A. The contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 19.48, the contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- C. Where any purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain same until the purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. FTA does not require the inclusion of these requirements in subcontracts.

5.6 Federal Changes

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

5.7 Clean Air Requirements

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

5.8 No Government Obligation To Third Parties

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

5.9 Program Fraud And False Or Fraudulent Statements And Related Acts

- A. 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.

- B. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- C. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.10 Termination

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

- A. **Termination for Convenience (General Provision)** The purchaser may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government'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 purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.
- B. **Termination for Default [Breach or Cause] (General Provision)** If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, 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 purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchaser that the 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 the contractor, the purchaser, after setting up a new delivery of 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 purchaser 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 will state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to the purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by the contractor of written notice from the purchaser setting forth the nature of said breach or default, the purchaser 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 purchaser from also pursuing all available remedies against the contractor and its sureties for said breach or default.

- D. **Waiver of Remedies for any Breach** In the event that the purchaser elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this contract, such waiver by the purchaser shall not limit the purchaser's 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 purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the recipient 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will 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 the termination had been issued for the convenience of the purchaser.

- 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will 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 purchaser's goods, the contractor shall, upon direction of the purchaser, protect and preserve the goods until surrendered to the purchaser or its agent. The contractor and the purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will 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 the termination had been issued for the convenience of the purchaser.

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

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

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The contractor, within [10] days from the beginning of any delay, notifies the purchaser in writing of the causes of delay. If in the judgment of the purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the purchaser 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 the termination had been issued for the convenience of the purchaser.

- I. **Termination for Convenience or Default (Architect and Engineering)** The (purchaser) may terminate this contract in whole or in part, for the purchaser's convenience or because of the failure of the contractor to fulfill the contract

obligations. The purchaser 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 the contracting officer 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 the purchaser, the contracting officer 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, the purchaser may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the purchaser.

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 the purchaser.

- J. **Termination for Convenience of Default (Cost-Type Contracts)** The purchaser may terminate this contract, or any portion of it, by serving a notice or termination on the contractor. The notice shall state whether the termination is for convenience of the purchaser or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from the purchaser, or property supplied to the contractor by the purchaser. If the termination is for default, the purchaser may fix the fee, if the contract provides for a fee, to be paid 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 purchaser and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of the purchaser, the 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 purchaser 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 purchaser, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination of convenience.

5.11 Government-Wide Debarment And Suspension

“Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over \$100,000)”

Instructions for Certification

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

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

- B. The prospective lower tier participant shall provide immediate written notice to the purchaser if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the purchaser for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the purchaser.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

- F. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.12 Privacy Act

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that the information could be retrieved by personal identifier.

The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

5.13 Civil Rights Requirements

The following requirements apply to the underlying contract:

- A. 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by 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.
 - 2) 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.
 - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions

of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- C. 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.

5.14 Breaches And Dispute Resolution

Contracts exceeding \$100,000

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the purchaser's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the purchaser, the 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time 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 the purchaser and the 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 state in which the purchaser is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available there under 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 the purchaser, (architect) or the 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 there under, except as may be specifically agreed in writing.

5.15 Patent And Rights In Data

Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) Except for its own internal use, the purchaser or the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the purchaser or the contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the purchaser or contractor using Federal assistance in whole or in part provided by FTA.
- c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the purchaser and the contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) however, does not apply to adaptations of automatic data processing equipment or programs for the purchaser or the contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d) Unless prohibited by state law, upon request by the Federal Government, the purchaser and the contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the purchaser or the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the purchaser nor the contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f) Data developed by the purchaser or the contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the purchaser or the contractor identifies that data in writing at the time of delivery of the contract work.

- g) Unless FTA determines otherwise, the contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 4) The contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the purchaser and the contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- 3) The contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in whole or in part with Federal assistance provided by FTA.

5.16 Disadvantages Business Enterprises (DBE)

The Federal Fiscal Year goal has been set by the purchaser in an attempt to match projected procurements with available qualified disadvantaged businesses. The purchaser's goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the purchaser as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

- A. Policy - It is the policy of the Department of Transportation and the City of Wichita / Wichita Transit that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987, apply to this contract.

The contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the purchaser to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the purchaser's procurement activities are encouraged.

- B. DBE Obligation – The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and the subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all the contractors and the subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- C. Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliance and in breach of contract.
- D. The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the purchaser's DBE program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the purchaser and will be submitted to the state upon request.
- E. The purchaser will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
 - Available listing of Minority Assistance Agencies
 - Holding bid conferences to emphasize requirements
- 1) DBE Program Definitions, as used in the contract:
 - 2) Disadvantage business “means a small business concern”:
 - 3) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - 4) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 5) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - 6) Whose management and daily business operations are controlled by one or more women individuals who own it.
 - 7) “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
 - 8) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other

- minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- 9) “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
 - 10) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 11) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 12) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
 - 13) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

5.17 State And Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the purchaser’s procurement documents, the grantees should consult with their local attorney.

5.18 Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.

5.19 Fly America

Applies ONLY to contracts involving international air transportation of persons or material.

The contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

5.20 Environmental Protection

The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

5.21 Access Requirements For Persons With Disabilities (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses 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 those policies. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19;
- G. 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;

- H. 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; and
- I. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

5.22 Notification Of Federal Participation

The recipient agrees that FTA will provide Federal assistance for the project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the “Maximum FTA Amount Approved,” set forth in the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated in accordance with the Maximum Percentage(s) of FTA Participation,” as may be modified by the Conditions of Award or other Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA’s responsibility to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The “Estimated Total Eligible Cost” in the Grant Agreement or Cooperative Agreement for the Project is the basis on which FTA determines the “Maximum FTA Amount Awarded.”

- A. “Net Project Cost”. For any project required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as identified by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for that portion of the project that cannot reasonably be financed from the recipient’s revenues, *i.e.*, “Net Project Cost” of the project. Therefore, the agreement is the “Estimated Net Project Cost” and forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.
- B. Other Basis of FTA Participation. For any project not required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for all or part of the total project cost that is eligible for Federal assistance. Therefore, the amount stated as “Estimated Total Eligible Cost” on the Grant Agreement or Cooperative Agreement for the project forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.

5.23 Conformance With Its National Architecture

To the extent applicable, the recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

ATTACHMENTS

ATTACHMENT 1

Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

(page 1 of 2)

The contractor _____ certifies to the best of its knowledge and belief, that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or The City of Wichita;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

If the contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

Primary Participant Debarment and Suspension

(page 2 of 2)

The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 31 U.S.C. § 3801, et seq., are applicable thereto.

(Signature of Authorized Official)

(Title)

The undersigned chief legal counsel for _____ (the potential contractor) hereby certifies that the _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

(Signature of Applicant's Attorney)

(Date)

ATTACHMENT 2
Debarment and Suspension Certification
(Lower Tier Covered Transaction)

The contractor certifies, by submission of this contract, that neither it nor its “principals” as defined at 40 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

If the prospective lower tier proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing and “X” in the following space:
_____.

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor’s Authorized Official)

(Name and Title of Contractor’s Authorized Official)

ATTACHMENT 3
Certification of Restrictions on Lobbying
(page 1 of 2)

I, _____, hereby certify that I am authorized to execute
(Name of Contractor's Authorized Official)

this certification, and, to the best of my knowledge after due diligent inquiry, on behalf of

_____ that:
(Name of Contractor)

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Restrictions on Lobbying

(page 2 of 2)

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 4

DBE Certification

I, _____, hereby certify to the best of my knowledge
(Name of Contractor's Authorized Official)

on behalf of _____ that _____
(Name of Contractor) (Name of Contractor)

has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 5
Non-Discrimination / Equal Employment Opportunity
Affirmative Action Program Requirements
(page 1 of 2)

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001, et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
 - A. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

 - B. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

 - C. Upon request, inform the Kansas Human Rights Commission and / or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

 - D. Contractor shall include the provisions of Paragraphs (a), (b), (c) and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

 - E. EXEMPTED from these requirements are:
 - 1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

 - 2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contracts.

Acknowledgment Of Equal Employment Opportunity Proposal Procedures

(page 2 of 2)

- 3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- F. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and / or any law, regulation or amendments as may be promulgated there under.
4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1979 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions claimed: Four (4) Employees or Less; Federal Contract; Contract less than \$5,000.00

_____ Number of Employees

_____ Company Name

_____ Federal Contract

_____ Company Address and Telephone

ATTACHMENT 6

Workforce Distribution Form

(page 1 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

MALE EMPLOYEES						(6) Totals of Columns 2-5 (Total Male Minority Employees)
(1)	(2)	(3)	(4)	(5)		
Job Categories	White	Black	Hispanic	American. Indian or Alaskan. Native	Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 2 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

FEMALE EMPLOYEES						(12) Totals of Columns 7-11 (Total Female Minority Employees)
Job Categories	(7) White	(8) Black	(9) Hispanic	(10) American. Indian or Alaskan. Native	(11) Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 3 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

Job Categories	(13) Totals of Columns 6 and 12 ----- TOTAL MINORITY EMPLOYEES	(14) Total Employees with Disabilities	(15) Total Vietnam Veterans or Disabled Veterans	(16) Totals of Columns 1-6 & Columns 7-11 ----- TOTAL EMPLOYEES
Officials and Managers				
Professionals				
Technicians				
Sales Workers				
Office and Clerical				
Craftsman (Skilled)				
Operatives (Semi-Skilled)				
Laborers (Unskilled)				
Service Maintenance Workers				
TOTAL				
Total Reported from previous report, if any				
Part-time or Temporary				

ATTACHMENT 7

Joint Venture Form

(page 1 of 4)

This form is to be completed ONLY if the contractor is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this **Statement of Joint Venture** in the name of and on behalf of such contractor for the purposes herein set forth:

The following named contractor:

1. _____ ; _____ ; _____
 Individual Partnership Corporation
2. _____ ; _____ ; _____
 Individual Partnership Corporation
3. _____ ; _____ ; _____
 Individual Partnership Corporation
4. _____ ; _____ ; _____
 Individual Partnership Corporation

Each of who have entered into a **Joint Venture** for the purpose of carrying on the work hereinafter described.

Under the provisions of such **Joint Venture** the assets of each of the contractor named, and in the case of any contractor so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such **Joint Venture**, and liable therefore and for all obligations incurred in connection therewith.

The **Statement of Joint Venture** is executed so that the named contractor may under such **Joint Venture** proposal upon the work herein mentioned and they may, if the successful proposer therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the **Joint Venture** and when so executed shall

Joint Venture Form

(page 2 of 4)

bind this **Joint Venture** and each and every contractor named herein, severally and jointly. Simultaneous with the execution of the contract, the **Joint Venturers** shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as **Joint Venturers**, we bind the contractor for whom we respectively execute this **Statement of Joint Venture** in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

Subscribed and sworn before me, this _____ day of _____, 20____

(A) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(B) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(C) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(D) _____ By _____
(Name of Contractor) (type or print name of signer)

Joint Venture Form
(page 3 of 4)

TO BE EXECUTED BY EACH JOINT VENTURER

Authorization and designation of respective affiants to the Statement of Joint Venture hereto attached to act for and on behalf of the CONTRACTORS named herein:

(A) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(B) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

Joint Venture Form
(page 4 of 4)

(C) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(D) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

ATTACHMENT8

Contractors List Information

(page 1 of 2)

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) * contractors and subcontractors who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: _____

Address: _____

Are you a DBE firm? YES NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? YES NO

How many years has your firm been in business? _____ years

What are your firm's annual gross receipts?

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$500,001 - \$1,000,000 |
| <input type="checkbox"/> 1,000,001 - \$2,000,000 | <input type="checkbox"/> \$2,000,001 - \$5,000,000 |
| <input type="checkbox"/> \$5,000,001 or above | |

Submitted by: _____
(Print Name)

(Signature)

(Title)

(Date)

Contractors List Information

(page 2 of 2)

- * A disadvantaged business firm is defined as a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over \$750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 9

City of Wichita Procurement Certifications

The Contractor _____ hereby certifies that:

- A. The contractor has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above contractor) to solicit or secure this Agreement.
- B. The contractor has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The contractor has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)
- D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.
 - 1) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities: in accordance with its instruction.

City of Wichita Procurement Certifications

(page 2 of 2)

E. Conflict of Interest

The contractor certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The contractor shall use due diligence to ensure employees, Board Members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2013, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Envision (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2013, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.
9. No Third Party Beneficiaries: It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third-

party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. Non-Discrimination. HPI shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

ENVISION

Carl Brewer, Mayor

Michael Monteferrante, President/CEO

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

APPENDIX A
GENERAL CONTRACTUAL PROVISIONS FOR CONTRACTOR

ARTICLE 1: AUTHORITY TO CONTRACT

1.1 Affirmation Of Legal Authority

The Contractor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation

Corporations, limited liability companies, or other forms of business requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. A corporation shall furnish a copy of its corporate resolution evidencing the authority to sign this Agreement, executed by the corporation's secretary or president.

ARTICLE 2: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that the Contractor is acting as an independent contractor in providing the services and performing the duties provided for by this Agreement. The Contractor is, at all times, acting as an independent contractor and not as an officer, agent, or employee of the City. As an independent contractor, the Contractor, and employees of the Contractor, will not be within the protection or coverage of City's worker's compensation insurance, subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall the Contractor, and employees of the Contractor, be entitled to any current or future benefits provided to employees of the City. Further, the City shall not be responsible for withholding of social security, federal, and/or state income tax or unemployment compensation from payments made by the City to the Contractor.

ARTICLE 3: SCOPE OF SERVICES

3.1 Purpose

It is mutually agreed by and between City and Contractor that the purposes of this Agreement are for the Contractor to efficiently provide eligible passengers a level of curb-to-curb paratransit service which is substantially equivalent to the curb-to-curb paratransit service presently operated by Wichita Transit, all under the terms and conditions described in this Agreement, and to provide Wichita Transit those operating statistics required for federal reporting. If the present volume of service provided by the Contractor pursuant to this Agreement substantially increases or decreases, the Parties agree to negotiate reasonable modifications to this Agreement (which may include termination of this Agreement). The Parties also agree that Contractor shall only provide service, which is compensable under this Agreement, during Wichita Transit regular weekday operating hours.

The Parties agree that the terms of this Agreement apply only to purchased rides for eligible passengers, which are referred to Contractor by Wichita Transit for service during normal weekday operating hours and conditions. To the extent that Contractor provides transportation services to

persons who may otherwise be eligible passengers (whether as a part of Contractor's programs or otherwise) outside of such hours, Contractor may do so upon the terms and conditions acceptable to Contractor, and such services are outside the scope of this Agreement.

3.2 Special Needs Of Eligible Passengers

All eligible passengers have one or more disabilities that preclude their use of regular fixed route transit. Many will require special assistance when boarding or leaving the paratransit vehicle. The Contractor shall be responsible for assuring that all drivers are capable, competent, courteous and sensitive to these special needs.

ARTICLE 4: GENERAL PROVISIONS

4.1 Definitions

- A. Unit Of Service – One one-way trip equals one unit of service per eligible passenger. A round-trip taken by an eligible passenger equals two units of service. A unit of service is the basis for subsidy reimbursement.
- B. Eligible Passenger(S) – Individuals who are certified and approved as ADA paratransit eligible by Wichita Transit, both ambulatory and nonambulatory.
- C. Personal Care Attendant (PCA) – A person who has been approved to ride free of charge with an eligible passenger for the purpose of providing the passenger with assistance. Qualified drivers employed by the Contractor may act as a PCA for eligible passengers who are also the clients of the Contractor (human service agency).
- D. Equivalent Level Of Paratransit Service – The following criteria are used to evaluate the Contractor's performance relative to the level of paratransit service operated by Wichita Transit:
 - 1. On-time performance for pick-ups. Actual pick-up times shall be evaluated relative to a 30-minute pick-up window.
 - 2. Length of time an eligible passenger spends on the paratransit vehicle. Length of time shall be evaluated relative to a 90-minute maximum ride time.
- E. No-Show – When an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window). Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "no-shows." Wichita Transit agrees to permit the Contractor to develop and enforce reasonable policies, which limit "no-shows."
- F. 30-Minute Pick-Up Window – The 30-minute timeframe provided to the eligible passenger that indicates when the paratransit vehicle has been scheduled to arrive. Vehicles arriving within the 30-minute pick-up window are considered on time.
- G. Missed Trip – When the vehicle arrives for the pick-up, at a time after the end of the 30-minute pick-up window, and the client does not board the van. Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "missed trips".
- H. Passenger Fare – For eligible passengers, the amount of money that the Contractor may collect from an eligible passenger with respect to a unit of service. Pursuant to subsection 9.4(D) of this Agreement, the appropriate passenger fare will be assumed by the Parties to

have been retained by the Contractor as partial payment. As required by The ADA, the passenger fare charged or collected from eligible passengers shall not be more than twice the price of the regular Wichita Transit bus fare.

- I. Referred Ada Trip - A subscription service ride request referred to an agency by Wichita Transit. Possible Contractor acceptance of a referred trip is provided for in subsection of 9.4(C) of this Agreement.
- J. Subscription Service – A trip to the same place at the same time at least twice a week for a minimum period of 30 days.
- K. Unless otherwise indicated, all references to time periods, which are measured in “days,” shall be deemed to refer to a day of ordinary operation for Wichita Transit.

4.2 Service Area

All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Wichita.

4.3 Passenger Eligibility

The City, acting through Wichita Transit, shall establish a procedure to determine eligible passengers. No person shall be transported under this Agreement who has not first been determined by the City as eligible for the service.

4.4 Laws To Be Observed [Reserved]

ARTICLE 5: PERSONNEL

5.1 Qualified Personnel

The Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. Except as provided in Section 6.3 below, such personnel shall not be employees of or have any other contractual relationship with the City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

5.2 Minimum Wages [Reserved]

5.3 Employee Conflict Of Interest

The Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5.4 Employee Background Checks

The parties to this Agreement recognize that those entities or persons providing government funded services are subject to public scrutiny. Consequently, by entering into this Agreement, the Contractor assumes an affirmative and ongoing duty during the term of this Agreement to guarantee and maintain compliance with requirements set forth in Subsection 5.5 below. Such

compliance will require the use of Contractor customary criminal background checks, and such other background checks as may be reasonably requested by Wichita Transit from time to time, upon all personnel or agents providing services pursuant to this Agreement, or administering the funds conveyed under this Agreement.

5.5 Participant Safeguard

The Contractor certifies that none of its employees are:

- A. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to provide services, administer this Agreement, or handle the funds conveyed under this Agreement;
- B. Persons convicted of any sex offenses, crimes against children, or crimes of violence toward persons during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to interact in any way with persons served pursuant to this Agreement; and
- C. Persons convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to operate a vehicle in which an eligible passenger is provided transportation pursuant to this Agreement. For purposes of this section, “serious traffic offense shall not include any offense deemed a “traffic infraction” under K.S.A. 8-2116 and 8-2118.
- D. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to the City’s Law Department. The Department of Law’s decision shall be final for purposes of compliance with this Agreement. The term “conviction” shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and diversions appearing on the driving records maintained by the Kansas Department of Revenue.

ARTICLE 6: PROHIBITION OF CONFLICT OF INTEREST

6.1 Interest Of Public Officials And Others

No officer or employee of the City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person’s personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested. Nor shall any officer or employee of the City or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2 Interest Of Contractor [Reserved]

6.3 Employee Conflicts

If either party becomes aware of situations in which a) an employee of the City shall also be an employee of the Contractor at the time of the Agreement, b) an employee of the Contractor seeks additional / alternative employment with the City during term of the Agreement, or c) an employee of the City seeks additional / alternative employment with the Contractor during term of the Agreement, such party shall immediately provide written notice of such situations to the other party. The City shall make every effort to assure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to the Contractor or Contractor's competitors.

ARTICLE 7: FUNDING / CASH BASIS AND BUDGET LAWS

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

ARTICLE 8: REPORTS, RECORDS AND INSPECTION

8.1 Documentation Of Costs

Proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges shall support all costs incurred by the Contractor for which the Contractor purports to be entitled to reimbursement. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

8.2 Maintenance Of Records

Except as otherwise authorized by the City, the Contractor shall retain such documentation as listed in subsections 8.1 and 8.3 for a period of not less than three (3) years after the close of the calendar year which contains the time period to which a monthly billing relates. This is the case unless City notifies Contractor in writing of an action, including but not limited to, litigation or audit resolution proceedings, which necessitates maintenance of records beyond the minimum three (3)-year period.

8.3 Reports

During the term of this Agreement, the Contractor shall furnish reports and information to the City substantially in the form attached hereto as Exhibit 1. If the Contractor fails to provide all required reports in a timely, complete and accurate manner, the City may withhold payments to the Contractor until such time as all reports are furnished. Exhibit 1 is deemed to satisfactorily address the reporting requirements for subsections (A) through (K) below. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit). However, Contractor shall report all applicable types of rides provided to such passenger (i.e., if one or more of the categories set forth in subsections G,

H, I, and J below applies to a passenger, then Contractor shall report the ride under each applicable category).

A. Complaint Records

The Contractor agrees to maintain complete records of all complaints received regarding service provided under this Agreement. The Contractor agrees to submit a service complaint report each time a request for reimbursement is submitted. Such report shall identify the general nature of complaints received during the billing period along with any actions taken by the Contractor. The Contractor agrees that complaint records used to prepare complaint reports are subject to review by the City to ensure the accuracy and validity of information reported.

B. Financial And Operating Data

The Contractor shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.

C. On-Time Performance And Trip Length Records

For the purpose of determining if the Contractor is providing a level of paratransit service equivalent to that provided by Wichita Transit, the Contractor agrees to maintain records of on-time performance and trip length for all eligible passengers provided paratransit service under this Agreement. The Contractor agrees to submit an on-time performance and trip length report each time a request for billing is submitted. For the billing period, the report shall identify the percentage of pick-ups occurring before, during, and after the 30-minute pick-up window and the number of trips involving an eligible passenger ride of 90 minutes or greater. The Contractor agrees that on-time performance and trip length records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

D. Alcohol And Drug Test Reports

The Contractor agrees to submit to the City an annual report that identifies the Contractor's efforts to comply with FTA and U.S. DOT requirements for pre-employment, post-accident and random alcohol and drug testing of safety sensitive employees. The annual alcohol and drug testing report shall be submitted by January 30th following the close of the year to which it relates.

E. No-Show Records

For the purpose of eliminating trips referrals involving a passenger who demonstrates a pattern of "no-showing" for trips, the Contractor agrees to maintain records of no-shows recorded by passengers provided paratransit service under this Agreement. The Contractor agrees to submit a no-show report each time a request for billing is submitted. For the billing period, the report shall identify the number of no-shows per eligible passenger and the dates on which no-shows were recorded. The Contractor agrees that no-show records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

F. Missed Trips

For the purpose of reporting "missed trips," the Contractor agrees to maintain records of missed trips affecting passengers who are provided paratransit service under this Agreement. The Contractor agrees to submit a missed trip report each time a request for billing is

submitted. For the billing period, the report shall identify the number of missed trips affecting eligible passengers and the dates on which missed trips were experienced. The Contractor agrees that missed trip records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

G. ADA Rides

In order to ensure that rides provided pursuant to this Agreement are provided to eligible passengers and that operating statistics needed for federal reporting are provided, the following is required:

1. Pursuant to subsection 9.1(B) of this Agreement, each month, the Contractor shall submit an alphabetical listing of those persons who have been provided service during the month who the Contractor has reported as being an eligible passenger (approved by Wichita Transit as ADA paratransit eligible).
2. Wichita Transit will check the names on the list against the database of persons who have been granted ADA paratransit eligibility. Wichita Transit will provide the Contractor with the names of those individuals who have not been determined as ADA paratransit eligible.
3. After receipt of the names of nonADA eligible persons, the Contractor may assist the subject individuals with completion of an ADA paratransit eligibility application or shall, in the future, discontinue reporting them as eligible passengers on monthly billing.

H. Access To Jobs Trips

In order to report the number of rides funded through the Access to Jobs program, and pursuant to 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program.

I. Peak Hour Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number of rides provided to eligible passengers between 6:00 AM and 10:00 AM and between 2:00 PM and 6:00 PM.

J. Ambulatory / Wheelchair Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number rides provided to ambulatory persons and the number or rides provided to persons using a wheelchair or similar mobility device.

K. New Freedom Trips

In order to report the number of rides funded through the New Freedom Program, and pursuant to subsection 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program. The parties acknowledge that the federal record keeping and reporting requirements under the New Freedom Program have not yet been developed. City agrees to inform Contractor of such requirements when City becomes aware of them. The parties agree to develop reasonable procedures under this Agreement to satisfy such requirements.

8.5 Availability Of Records

During the time period set forth in Section 8.2 above, the Contractor agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions.

8.6 Right To Inspect All Work, Equipment And Materials

The Contractor shall permit the City or any authorized representative of the City's Director of Transit to inspect all work, equipment and materials with regard to the provision of service under this Agreement during Contractor's normal business hours, upon reasonable advance notice.

8.7 Right To Observe Operations

The City reserves the right to observe operations by the Contractor pursuant to this Agreement at any reasonable time, i.e., maintenance, sensitivity training, loading and unloading eligible passengers, etc.

- A. If any observed operations are deemed defective by the City, the City shall notify the Contractor in writing of such defect.
- B. Upon receipt of a written notice of defect, the Contractor has 10 days to investigate the defect and provide reports to the City.
- C. The response shall include a copy of the City's notice of defect, together with a written statement of any corrective action taken, and shall be subject to the City's reasonable approval.
- D. If corrective actions are reasonably satisfactory, the City will advise the Contractor within 10 days. Otherwise, the City will notify the Contractor of the continuing defect within such 10-day period, and the City has an additional five (5) days to remedy the defect and failure to do so may be considered as a breach of this Agreement.

8.8 Confidentiality

Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible passenger records.

ARTICLE 9: METHOD OF BILLING AND PAYMENT

9.1 Billing Procedures

Contractor agrees that billings and payments made under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City. After receipt of billing, payment shall be made as soon as procedures allow.

A. Monthly Billing

A monthly billing system will be used, and all billing, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period.

B. Billing Content

All billings shall be substantially in the form of Exhibit 1. In addition, Wichita Transit may require copies of daily vehicle manifests to be submitted with monthly billing that indicate passenger pick up windows for eligible passengers and the actual time of vehicle arrival for passenger boarding. If Wichita Transit requires the submitting of daily vehicle manifests, trips provided to eligible passengers shall be highlighted on the manifests to make them easily differentiated from trips provided to persons who have not been granted ADA paratransit eligibility. If the Contractor is providing billable rides under the Access to Jobs program, those rides shall be totaled on the monthly billing. If the Contractor is providing billable Access to Jobs rides, Wichita Transit may require documents describing pick-up and drop-off locations. Documents should be kept on file for Wichita Transit to review if requested. All documentation of capital costs is required with the monthly billings.

C. Billing Procedure
[Reserved]

D. Rate Of Reimbursement

Transportation reimbursements will be made on a unit of service basis pursuant to this Agreement. The reimbursement per unit of service for trips provided pursuant to this Agreement shall be \$6.20 per ambulatory person and \$10.50 per person who use a wheelchair or similar mobility device. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit).

Wichita Transit requests the costs for the Access to Jobs (JARC) rides be listed and subtracted from the total eligible rides. The eligible Access to Jobs costs are to be reimbursed as JARC. Wichita Transit requests the costs for capital including maintenance and depreciation be listed and subtracted from the total eligible rides. The eligible capital costs are to be reimbursed as capital cost of contracting. Only the total amount equal to the eligible ADA rides at the appropriate rate will be reimbursed by Wichita Transit and includes JARC and capital costs of contracting reimbursement. If either JARC or capital cost of contracting are no longer requested by Wichita Transit, the Contractor will be notified.

E. Review Of Reimbursement Rates

The amount of reimbursement per unit of service will be reviewed during the last six months of 2013 and may be subject to revision starting January 1, 2014. Any change in the reimbursement rate must be agreed to in writing by all Parties prior to implementation.

F. No Show Trips And Missed Trips
[Reserved]

9.2 Support Documentation

Billing shall be supported with the documentation described above in Section 9.1.

9.3 Reimbursement Restrictions

Payments shall be made to the Contractor only for items and services authorized by this Agreement. The City reserves the right to disallow reimbursement for any item or service, which is not authorized by this Agreement.

Service By Contractor

A. General

Service is to be provided by the Contractor in a prompt and courteous manner. Passengers must be determined ADA paratransit-eligible before the Contractor provides paratransit rides pursuant to this Agreement. Passengers are to be picked up within a 30-minute pick-up window, and the unit of service or one-way trip shall not last longer than 90 minutes. If circumstances dictate that the aforementioned conditions cannot reasonably be met, the Contractor shall make note of the incident and reference it as part of the on-time performance or trip length reports discussed in subsection 8.3(C). As discussed in subsection 8.3(A) of this Agreement, the Contractor is to provide the City a complaints report.

B. Back-Up System

The Contractor must have a reasonable back-up system in place to ensure that eligible passengers are not stranded.

C. Acceptance Of Rides Referred By The City

When referred by the City, and upon reasonable notice, the Contractor agrees to accept ride requests by persons who are not already persons served by the Contractor.

D. Collection Of Fare From Eligible Passengers

To the extent required in Section 4.1(H), the Contractor shall collect and retain the standard ADA paratransit fare from eligible passengers.

E. Alcohol And Drug Testing

The Contractor shall comply with the federal drug and alcohol regulations as set forth in Appendix B of this Agreement. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Contractor positions that perform duties under the terms of this Agreement.

F. Vehicle Specifications

All vehicles used in service pursuant to this Agreement shall be equipped with a two-way radio or other acceptable telecommunications device (including, but not limited to, cell phones) and shall, at all times, be maintained in a reasonable operating condition and shall be kept in clean and comfortable condition for the transportation of eligible passengers. Vehicles used to transport eligible passengers who use a wheelchair shall be equipped with an operable wheelchair lift or ramp. Regardless of the manner in which a vehicle is equipped, all rides will be compensated at the applicable ambulatory or nonambulatory rate under Section 9.1.D, as the case may be. Compliance with vehicle specifications shall be subject to regular monitoring by the City or the designated representative of Wichita Transit.

G. ADA Compliance

The Contractor must be in compliance with the federal Americans with Disabilities Act (ADA) requirements.

9.5 Billing Reimbursement Limits

In order for the City of Wichita to maintain budget constraints, it is necessary to place a annual reimbursement limit for all agencies providing services for Wichita Transit. This is a “not to exceed” monetary value on reimbursement requests, as stated in section 9.1, subsection D. “Rate of Reimbursement” of this agreement. Once these reimbursement limits have been reached by each agency, Wichita Transit will no longer continue to reimburse for rides above said limit.

Envision’s total annual reimbursement is an amount not to exceed \$ 94,000.

ARTICLE 10: LICENSES AND PERMITS

- A. The Contractor shall procure and maintain all permits, licenses, certifications, bonds and insurance required by federal, state or local authority for carrying out this Agreement.
- B. The Contractor shall maintain workers compensation insurance in amounts not less than minimum statutory requirements.
- C. The Contractor shall notify the City immediately if any required license, permit, bond or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may be the basis for immediate termination of this Agreement by the City.

ARTICLE 11: INSURANCE

The Contractor shall provide to the City a Certificate of Insurance evidencing comprehensive general liability, professional liability, and comprehensive automobile liability coverage in the following minimum amounts:

- A. Bodily Injury \$500,000 each occurrence
- B. Property Damage \$500,000 each occurrence
- C. Bodily Injury \$500,000 each person
- D. Bodily Injury
 (owned, not owned, hired, renter or otherwise)
 - 1. Bodily Injury \$500,000 each accident
 - 2. Property Damage \$500,000 each accident
- E. Workers Compensation As statutorily required

ARTICLE 12: SUBCONTRACTING

- A. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City.
- B. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

- C. If the City consents to the use of subcontractors, the Contractor shall remain fully responsible for all obligations of this Agreement, including indemnification of the City for all actions by subcontractors.

ARTICLE 13: TERMINATION OF AGREEMENT

13.1 Termination For Cause

If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement or if either party violates any of the terms, covenants, conditions, or stipulations of this Agreement, the non-breaching party may terminate this Agreement by giving at least 10 days written termination notice to the breaching party. Such notice of termination shall specify the specific breach(s) and the date of the termination.

In the event of termination, such information prepared by the Contractor to carry out this Agreement, including data, studies, surveys, records, drawings, maps, and reports shall, continue to be made available to the City in accordance with Article 8 above. The Contractor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

In spite of the above, the Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor are determined.

13.2 Termination Of Agreement On Other Grounds

Either party, upon 30 days written notice, may terminate this Agreement for any reason whatsoever. Written notice must state the effective date of the termination.

13.3 Expiration Of Contract Term

Subject to earlier termination as provided in Sections 13.1 and 13.2 above, this Agreement shall extend until December 31, 2013. If the Parties do not have a negotiated renewal agreement completed on or before that date, this Agreement shall continue under the last agreed terms on a month-to-month basis.

ARTICLE 14: NOTIFICATION

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, registered or certified mail (return receipt requested) or by means of telefacsimile or telecopier. Notices delivered in person or sent via telefacsimile or telecopier shall be effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be effective forty-eight hours after the date said notice is postmarked to the addressee.

Contractor: City of Wichita – Wichita Transit
Attn: Steve Spade, Director
Address: 777 E. Waterman
Phone: (316) 352-4805
Fax: (316) 337-9287

Vendor: Contractor Name: Envision
Attn: Michael Monteferrante
Address: 610 N. Main
Phone: 440-1500

ARTICLE 15: MISCELLANEOUS

- 15.1 The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy provide by this Agreement, shall not be construed as a future waiver or relinquishment of such term, provision, option, right or remedy. A waiver by either party of any term or provision of this Agreement shall not be deemed to have been made unless submitted in writing and signed by the waiving party.
- 15.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their permitted successors and assigns.
- 15.3 In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, the invalid provision shall automatically be considered amended so as to conform to all applicable legal requirements. If the invalidity cannot be cured by amendment, the invalid provision shall be considered stricken and deleted. In either case, the validity or enforceability of the remaining provision of this Agreement shall remain intact.
- 15.4 Both parties to this Agreement represent and agree that (i) they have reviewed all aspects of this Agreement, (ii) they have been given the opportunity to review this Agreement with counsel, and (iii) they have carefully read and fully understand all provisions of this Agreement.
- 15.5 The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in the Agreement or its attached appendixes is deemed void. The Parties are free to negotiate, mediate, or litigate any dispute between them.

Wichita Transit Subrecipient Monthly Reporting

Month: _____ FY: _____

Agency Name: _____

Person filling out report: _____

Title: _____ Phone: _____

Ridership:

Billable to Wichita Transit

*ADA Pre-Certified Rides _____

*JARC Rides (Must be ADA eligible, as well) _____

Total Ridership _____

Peak Hour Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers during peak times?

Morning Peak		Afternoon Peak	
ADA Rides	JARC Rides	ADA Rides	JARC Rides

Wheelchair / Ambulatory Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers who use a wheelchair or similar mobility device and how many rides were provided to eligible passengers who are ambulatory?

Total ADA Rides Provided	Number of ADA <i>Ambulatory</i> Rides	Number of ADA <i>Wheelchair</i> Rides

Total JARC Rides Provided	Number of JARC <i>Ambulatory</i> Rides	Number of JARC <i>Wheelchair</i> Rides

Missed Trip Information: (ADA billable rides only)

Name Of Person	Number Of Missed Trips	Missed Trip Dates

No Show Information: (ADA billable rides only)

Name Of Person	Number Of No-Shows	No-Show Dates

On-Time Performance And Trip Length: (ADA billable rides only)

What was your on-time performance for the reporting period?

Early Arrival %	On Time %	Late Arrival %

Number of Passenger Trips over 90 minutes: _____

Percent (%) of Trips over 90 minutes: _____

Complaint Reporting: (ADA billable rides only)

Reason For Complaint	Number Of Incidents During Reporting Period
Late arrival	
Early arrival	
Length of time on van	
Driver rudeness	
Other	

Any Action Taken on Complaints

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Passenger Fares Collected: (ADA billable rides only)

What is the dollar value of passenger fares collected during the reporting period?

The number of ADA passenger trips _____ times \$3.50 = \$ _____

Total Costs: (ADA/JARC billable rides only)

Costs breakdown:

Administration Expense: \$ _____

Operations Expense: \$ _____

Maintenance Expense: \$ _____

Net contract expenditures: (ADA/JARC billable rides only) \$ _____

(Note: The subrecipient should collect fares from clients to offset their operational costs to provide these rides. The net contract expenditures are the **Total Costs** minus **ADA Fares Collected** from the clients for the rides provided).

NTD Data: (ADA/JARC billable rides only)

In order to meet Federal Reporting requirements, the data below is needed to provide WT information to complete the NTD Monthly/Yearly report.

	line 21	line 03	line 04	line 06	line11
	Number of Days Operated	Time Service Begins	Time Service Ends	Vehicles In Operation	Total <i>Actual</i> Miles Operated
Weekdays					

	line12	line 12a	line 14	line 15	line 15a
	Total <i>Actual</i> Vehicle Revenue Miles (VRM)	Total Deadhead Miles (auto calc)	Total <i>Actual</i> Vehicle Hours	Total <i>Actual</i> Vehicle Revenue Hours (VRH)	Total Deadhead Hours (auto calc)
Weekdays		0			0

	line 18	line 20
	Unlinked Passenger Trips (UPT)	Passenger Miles Traveled (PMT)
Weekdays		

This last section is for all other rides provided by your agency (other than ADA/JARC pre-approved rides). Also, WT would like to know the maintenance data for your entire fleet and not just those vehicles that you use to provide the ADA/JARC rides.

Ridership:

Not Billable to Wichita Transit

*Non-ADA Rides (includes Medical Rides, JARC rides not Reimbursed by WT) _____

*New Freedom rides _____

Total Other Rides Provided _____

Maintenance Statistics

PM's Scheduled: _____

PM's Completed: _____

Total Chargeable Road Calls: _____

Total Accidents: _____

End of Statistical Reporting

(Wichita Transit can supply an Excel spreadsheet for this report to you if needed)

Appendix B
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION (FTA)

FTA REQUIRED CONTRACT CLAUSES

**THE FOLLOWING TERMS AND CONDITIONS ARE
INCORPORATED HEREIN BY REFERENCE AND MADE A PART
OF ANY CONTRACT**

FTA REQUIRED CONTRACT CLAUSES

Bolded items are required and therefore included in this document. “N/A” indicates items that are not included because they are not required.

1	Drug and Alcohol	
2	Buy America	
3	Charter Bus Requirements	N/A
4	School Bus Requirements	N/A
5	Cargo Preferences	N/A
6	SEISMIC SAFETY REQUIREMENTS (A&E FOR NEW BUILDINGS AND ADDITIONS) – See Note #3	
7	ENERGY CONSERVATION REQUIREMENTS	
8	CLEAN WATER REQUIREMENTS (greater than \$100,000) – See Note #1	
9	Bus Testing	
10	Pre-Award and Post-Delivery Audits Requirements	N/A
11	LOBBYING (greater than \$100,000) – See Note #1	
12	ACCESS TO RECORDS AND REPORTS	
13	FEDERAL CHANGES	
14	Bonding Requirements	N/A
15	CLEAN AIR REQUIREMENTS (greater than \$100,000) – See Note #1	
16	Recycled Products	N/A
17	Davis Bacon Act	N/A
18	Contract Work Hours and Safety Standards Act	N/A

19	Copeland Anti-Kickback Act	N/A
20	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	
21	FALSE OR FRAUDULENT STATEMENTS OR CLAIMS	
22	TERMINATION (greater than \$10,000) – See Note #7	
23	GOVERNMENT- WIDE DEBARMENT AND SUSPENSION (greater than or equal to \$25,000) – See Note #12	
24	PRIVACY ACT – See Note #8	
25	CIVIL RIGHTS REQUIREMENTS	
26	BREACHES AND DISPUTE RESOLUTION (greater than \$100,000) – See Note #1	
27	PATENT AND RIGHTS DATA (greater than \$100,000) – See Note #1	
28	Transit Employee Protective Agreements	
29	DISADVANTAGED BUSINESS ENTERPRISES (DBE)	
30	STATE AND LOCAL LAW DISCLAIMER	
31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATIVE (FTA) TERMS	
32	FLY AMERICA - See Note #10	
33	Transit Vehicle Manufacturer’s Certification	N/A
34	ENVIRONMENTAL PROTECTION	
35	ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA)	
36	NOTIFICATION OF FEDERAL PARTICIPATION (greater than \$500,000) – See Note #11	
37	CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (ITS PROJECTS ONLY)	

Number Notes referenced on Previous Pages:

1. Contracts over \$100,000
2. Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels
3. Constructions of new buildings or additions to existing buildings
4. All contracts for items designated by the EPA, when the purchaser or contractors procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year
5. Contracts over \$2,000
6. Contracts over \$2,500
7. Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000
8. When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier
9. Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information
10. Applies ONLY to contracts involving international air transportation of persons or materials
11. Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000
12. Applies ONLY to contracts for services valued at or to exceed \$25,000

Required Federal Clauses for Professional Services

5.1 Seismic Safety Requirements

(Applies to New Building Construction and Additions to Existing Buildings)

The recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

5.2 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.

5.3 Clean Water Requirements

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.4 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the purchaser.

5.5 Access To Records

Contracts exceeding \$100,000

- A. The contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 19.48, the contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- C. Where any purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain same until the purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. FTA does not require the inclusion of these requirements in subcontracts.

5.6 Federal Changes

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

5.7 Clean Air Requirements

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

5.8 No Government Obligation To Third Parties

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

5.9 Program Fraud And False Or Fraudulent Statements And Related Acts

- A. 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.

- B. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- C. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.10 Termination

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

- A. **Termination for Convenience (General Provision)** The purchaser may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government'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 purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.
- B. **Termination for Default [Breach or Cause] (General Provision)** If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, 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 purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchaser that the 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 the contractor, the purchaser, after setting up a new delivery of 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 purchaser 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 will state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to the purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by the contractor of written notice from the purchaser setting forth the nature of said breach or default, the purchaser 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 purchaser from also pursuing all available remedies against the contractor and its sureties for said breach or default.

- D. **Waiver of Remedies for any Breach** In the event that the purchaser elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this contract, such waiver by the purchaser shall not limit the purchaser's 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 purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the recipient 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will 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 the termination had been issued for the convenience of the purchaser.

- 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will 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 purchaser's goods, the contractor shall, upon direction of the purchaser, protect and preserve the goods until surrendered to the purchaser or its agent. The contractor and the purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will 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 the termination had been issued for the convenience of the purchaser.

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

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

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The contractor, within [10] days from the beginning of any delay, notifies the purchaser in writing of the causes of delay. If in the judgment of the purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the purchaser 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 the termination had been issued for the convenience of the purchaser.

- I. **Termination for Convenience or Default (Architect and Engineering)** The **(purchaser)** may terminate this contract in whole or in part, for the purchaser's convenience or because of the failure of the contractor to fulfill the contract

obligations. The purchaser 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 the contracting officer 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 the purchaser, the contracting officer 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, the purchaser may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the purchaser.

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 the purchaser.

- J. **Termination for Convenience of Default (Cost-Type Contracts)** The purchaser may terminate this contract, or any portion of it, by serving a notice or termination on the contractor. The notice shall state whether the termination is for convenience of the purchaser or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from the purchaser, or property supplied to the contractor by the purchaser. If the termination is for default, the purchaser may fix the fee, if the contract provides for a fee, to be paid 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 purchaser and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of the purchaser, the 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 purchaser 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 purchaser, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination of convenience.

5.11 Government-Wide Debarment And Suspension

“Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over \$100,000)”

Instructions for Certification

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

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

- B. The prospective lower tier participant shall provide immediate written notice to the purchaser if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the purchaser for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the purchaser.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

- F. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.12 Privacy Act

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that the information could be retrieved by personal identifier.

The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

5.13 Civil Rights Requirements

The following requirements apply to the underlying contract:

- A. 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by 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.
 - 2) 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.
 - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions

of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- C. 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.

5.14 Breaches And Dispute Resolution

Contracts exceeding \$100,000

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the purchaser's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the purchaser, the 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time 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 the purchaser and the 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 state in which the purchaser is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available there under 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 the purchaser, (architect) or the 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 there under, except as may be specifically agreed in writing.

5.15 Patent And Rights In Data

Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) Except for its own internal use, the purchaser or the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the purchaser or the contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the purchaser or contractor using Federal assistance in whole or in part provided by FTA.
- c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the purchaser and the contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) however, does not apply to adaptations of automatic data processing equipment or programs for the purchaser or the contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d) Unless prohibited by state law, upon request by the Federal Government, the purchaser and the contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the purchaser or the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the purchaser nor the contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f) Data developed by the purchaser or the contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the purchaser or the contractor identifies that data in writing at the time of delivery of the contract work.

- g) Unless FTA determines otherwise, the contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 4) The contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the purchaser and the contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- 3) The contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in whole or in part with Federal assistance provided by FTA.

5.16 Disadvantages Business Enterprises (DBE)

The Federal Fiscal Year goal has been set by the purchaser in an attempt to match projected procurements with available qualified disadvantaged businesses. The purchaser's goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the purchaser as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

- A. Policy - It is the policy of the Department of Transportation and the City of Wichita / Wichita Transit that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987, apply to this contract.

The contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the purchaser to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the purchaser's procurement activities are encouraged.

- B. DBE Obligation – The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and the subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all the contractors and the subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- C. Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliance and in breach of contract.
- D. The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the purchaser's DBE program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the purchaser and will be submitted to the state upon request.
- E. The purchaser will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
 - Available listing of Minority Assistance Agencies
 - Holding bid conferences to emphasize requirements
- 1) DBE Program Definitions, as used in the contract:
 - 2) Disadvantage business "means a small business concern":
 - 3) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - 4) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 5) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - 6) Whose management and daily business operations are controlled by one or more women individuals who own it.
 - 7) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
 - 8) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other

- minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- 9) “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
 - 10) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 11) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 12) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
 - 13) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

5.17 State And Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the purchaser’s procurement documents, the grantees should consult with their local attorney.

5.18 Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.

5.19 Fly America

Applies ONLY to contracts involving international air transportation of persons or material.

The contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

5.20 Environmental Protection

The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

5.21 Access Requirements For Persons With Disabilities (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses 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 those policies. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19;
- G. 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;

- H. 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; and
- I. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

5.22 Notification Of Federal Participation

The recipient agrees that FTA will provide Federal assistance for the project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the “Maximum FTA Amount Approved,” set forth in the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated in accordance with the Maximum Percentage(s) of FTA Participation,” as may be modified by the Conditions of Award or other Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA’s responsibility to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The “Estimated Total Eligible Cost” in the Grant Agreement or Cooperative Agreement for the Project is the basis on which FTA determines the “Maximum FTA Amount Awarded.”

- A. “Net Project Cost”. For any project required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as identified by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for that portion of the project that cannot reasonably be financed from the recipient’s revenues, *i.e.*, “Net Project Cost” of the project. Therefore, the agreement is the “Estimated Net Project Cost” and forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.
- B. Other Basis of FTA Participation. For any project not required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for all or part of the total project cost that is eligible for Federal assistance. Therefore, the amount stated as “Estimated Total Eligible Cost” on the Grant Agreement or Cooperative Agreement for the project forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.

5.23 Conformance With Its National Architecture

To the extent applicable, the recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

ATTACHMENTS

ATTACHMENT 1

Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

(page 1 of 2)

The contractor _____ certifies to the best of its knowledge and belief, that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or The City of Wichita;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

If the contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

Primary Participant Debarment and Suspension

(page 2 of 2)

The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 31 U.S.C. § 3801, et seq., are applicable thereto.

(Signature of Authorized Official)

(Title)

The undersigned chief legal counsel for _____ (the potential contractor) hereby certifies that the _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

(Signature of Applicant's Attorney)

(Date)

ATTACHMENT 2
Debarment and Suspension Certification
(Lower Tier Covered Transaction)

The contractor certifies, by submission of this contract, that neither it nor its “principals” as defined at 40 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

If the prospective lower tier proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing and “X” in the following space:
_____.

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor’s Authorized Official)

(Name and Title of Contractor’s Authorized Official)

ATTACHMENT 3
Certification of Restrictions on Lobbying
(page 1 of 2)

I, _____, hereby certify that I am authorized to execute
(Name of Contractor's Authorized Official)

this certification, and, to the best of my knowledge after due diligent inquiry, on behalf of

_____ that:
(Name of Contractor)

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Restrictions on Lobbying

(page 2 of 2)

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 4

DBE Certification

I, _____, hereby certify to the best of my knowledge
(Name of Contractor's Authorized Official)

on behalf of _____ that _____
(Name of Contractor) (Name of Contractor)

has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 5
Non-Discrimination / Equal Employment Opportunity
Affirmative Action Program Requirements
(page 1 of 2)

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001, et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
 - A. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

 - B. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

 - C. Upon request, inform the Kansas Human Rights Commission and / or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

 - D. Contractor shall include the provisions of Paragraphs (a), (b), (c) and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

 - E. EXEMPTED from these requirements are:
 - 1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

 - 2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contracts.

Acknowledgment Of Equal Employment Opportunity Proposal Procedures

(page 2 of 2)

- 3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- F. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and / or any law, regulation or amendments as may be promulgated there under.
4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1979 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions claimed: Four (4) Employees or Less; Federal Contract; Contract less than \$5,000.00

_____ Number of Employees

_____ Company Name

_____ Federal Contract

_____ Company Address and Telephone

ATTACHMENT 6

Workforce Distribution Form

(page 1 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

MALE EMPLOYEES						(6) Totals of Columns 2-5 (Total Male Minority Employees)
(1)	(2)	(3)	(4)	(5)		
Job Categories	White	Black	Hispanic	American. Indian or Alaskan. Native	Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 2 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

FEMALE EMPLOYEES						(12) Totals of Columns 7-11 (Total Female Minority Employees)
Job Categories	(7) White	(8) Black	(9) Hispanic	(10) American. Indian or Alaskan. Native	(11) Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 3 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

Job Categories	(13) Totals of Columns 6 and 12 ----- TOTAL MINORITY EMPLOYEES	(14) Total Employees with Disabilities	(15) Total Vietnam Veterans or Disabled Veterans	(16) Totals of Columns 1-6 & Columns 7-11 ----- TOTAL EMPLOYEES
Officials and Managers				
Professionals				
Technicians				
Sales Workers				
Office and Clerical				
Craftsman (Skilled)				
Operatives (Semi-Skilled)				
Laborers (Unskilled)				
Service Maintenance Workers				
TOTAL				
Total Reported from previous report, if any				
Part-time or Temporary				

ATTACHMENT 7

Joint Venture Form

(page 1 of 4)

This form is to be completed ONLY if the contractor is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this **Statement of Joint Venture** in the name of and on behalf of such contractor for the purposes herein set forth:

The following named contractor:

1. _____ ; _____ ; _____
 Individual Partnership Corporation
2. _____ ; _____ ; _____
 Individual Partnership Corporation
3. _____ ; _____ ; _____
 Individual Partnership Corporation
4. _____ ; _____ ; _____
 Individual Partnership Corporation

Each of who have entered into a **Joint Venture** for the purpose of carrying on the work hereinafter described.

Under the provisions of such **Joint Venture** the assets of each of the contractor named, and in the case of any contractor so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such **Joint Venture**, and liable therefore and for all obligations incurred in connection therewith.

The **Statement of Joint Venture** is executed so that the named contractor may under such **Joint Venture** proposal upon the work herein mentioned and they may, if the successful proposer therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the **Joint Venture** and when so executed shall

Joint Venture Form

(page 2 of 4)

bind this **Joint Venture** and each and every contractor named herein, severally and jointly. Simultaneous with the execution of the contract, the **Joint Venturers** shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as **Joint Venturers**, we bind the contractor for whom we respectively execute this **Statement of Joint Venture** in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

Subscribed and sworn before me, this _____ day of _____, 20____

(A) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(B) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(C) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(D) _____ By _____
(Name of Contractor) (type or print name of signer)

Joint Venture Form
(page 3 of 4)

TO BE EXECUTED BY EACH JOINT VENTURER

Authorization and designation of respective affiants to the Statement of Joint Venture hereto attached to act for and on behalf of the CONTRACTORS named herein:

(A) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(B) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

Joint Venture Form
(page 4 of 4)

(C) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto
as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(D) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto
as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

ATTACHMENT8

Contractors List Information

(page 1 of 2)

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) * contractors and subcontractors who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: _____

Address: _____

Are you a DBE firm? YES NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? YES NO

How many years has your firm been in business? _____ years

What are your firm's annual gross receipts?

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$500,001 - \$1,000,000 |
| <input type="checkbox"/> 1,000,001 - \$2,000,000 | <input type="checkbox"/> \$2,000,001 - \$5,000,000 |
| <input type="checkbox"/> \$5,000,001 or above | |

Submitted by: _____
(Print Name)

(Signature)

(Title)

(Date)

Contractors List Information

(page 2 of 2)

* A disadvantaged business firm is defined as a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over \$750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 9

City of Wichita Procurement Certifications

The Contractor _____ hereby certifies that:

- A. The contractor has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above contractor) to solicit or secure this Agreement.
- B. The contractor has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The contractor has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)
- D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.
 - 1) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities: in accordance with its instruction.

City of Wichita Procurement Certifications

(page 2 of 2)

E. Conflict of Interest

The contractor certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The contractor shall use due diligence to ensure employees, Board Members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2013, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Kansas Elks Training Center for the Handicapped (KETCH) (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2013, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.

9. No Third Party Beneficiaries: It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
10. Non-Discrimination. HPI shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

**KANSAS ELKS TRAINING CENTER FOR
THE HANDICAPPED**

Carl Brewer, Mayor

Ron Pasmore, President/CEO

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

APPENDIX A
GENERAL CONTRACTUAL PROVISIONS FOR CONTRACTOR

ARTICLE 1: AUTHORITY TO CONTRACT

1.1 Affirmation Of Legal Authority

The Contractor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation

Corporations, limited liability companies, or other forms of business requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. A corporation shall furnish a copy of its corporate resolution evidencing the authority to sign this Agreement, executed by the corporation's secretary or president.

ARTICLE 2: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that the Contractor is acting as an independent contractor in providing the services and performing the duties provided for by this Agreement. The Contractor is, at all times, acting as an independent contractor and not as an officer, agent, or employee of the City. As an independent contractor, the Contractor, and employees of the Contractor, will not be within the protection or coverage of City's worker's compensation insurance, subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall the Contractor, and employees of the Contractor, be entitled to any current or future benefits provided to employees of the City. Further, the City shall not be responsible for withholding of social security, federal, and/or state income tax or unemployment compensation from payments made by the City to the Contractor.

ARTICLE 3: SCOPE OF SERVICES

3.1 Purpose

It is mutually agreed by and between City and Contractor that the purposes of this Agreement are for the Contractor to efficiently provide eligible passengers a level of curb-to-curb paratransit service which is substantially equivalent to the curb-to-curb paratransit service presently operated by Wichita Transit, all under the terms and conditions described in this Agreement, and to provide Wichita Transit those operating statistics required for federal reporting. If the present volume of service provided by the Contractor pursuant to this Agreement substantially increases or decreases, the Parties agree to negotiate reasonable modifications to this Agreement (which may include termination of this Agreement). The Parties also agree that Contractor shall only provide service, which is compensable under this Agreement, during Wichita Transit regular weekday operating hours.

The Parties agree that the terms of this Agreement apply only to purchased rides for eligible passengers, which are referred to Contractor by Wichita Transit for service during normal weekday operating hours and conditions. To the extent that Contractor provides transportation services to

persons who may otherwise be eligible passengers (whether as a part of Contractor's programs or otherwise) outside of such hours, Contractor may do so upon the terms and conditions acceptable to Contractor, and such services are outside the scope of this Agreement.

3.2 Special Needs Of Eligible Passengers

All eligible passengers have one or more disabilities that preclude their use of regular fixed route transit. Many will require special assistance when boarding or leaving the paratransit vehicle. The Contractor shall be responsible for assuring that all drivers are capable, competent, courteous and sensitive to these special needs.

ARTICLE 4: GENERAL PROVISIONS

4.1 Definitions

- A. Unit Of Service – One one-way trip equals one unit of service per eligible passenger. A round-trip taken by an eligible passenger equals two units of service. A unit of service is the basis for subsidy reimbursement.
- B. Eligible Passenger(S) – Individuals who are certified and approved as ADA paratransit eligible by Wichita Transit, both ambulatory and nonambulatory.
- C. Personal Care Attendant (PCA) – A person who has been approved to ride free of charge with an eligible passenger for the purpose of providing the passenger with assistance. Qualified drivers employed by the Contractor may act as a PCA for eligible passengers who are also the clients of the Contractor (human service agency).
- D. Equivalent Level Of Paratransit Service – The following criteria are used to evaluate the Contractor's performance relative to the level of paratransit service operated by Wichita Transit:
 - 1. On-time performance for pick-ups. Actual pick-up times shall be evaluated relative to a 30-minute pick-up window.
 - 2. Length of time an eligible passenger spends on the paratransit vehicle. Length of time shall be evaluated relative to a 90-minute maximum ride time.
- E. No-Show – When an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window). Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "no-shows." Wichita Transit agrees to permit the Contractor to develop and enforce reasonable policies, which limit "no-shows."
- F. 30-Minute Pick-Up Window – The 30-minute timeframe provided to the eligible passenger that indicates when the paratransit vehicle has been scheduled to arrive. Vehicles arriving within the 30-minute pick-up window are considered on time.
- G. Missed Trip – When the vehicle arrives for the pick-up, at a time after the end of the 30-minute pick-up window, and the client does not board the van. Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "missed trips".
- H. Passenger Fare – For eligible passengers, the amount of money that the Contractor may collect from an eligible passenger with respect to a unit of service. Pursuant to subsection 9.4(D) of this Agreement, the appropriate passenger fare will be assumed by the Parties to

have been retained by the Contractor as partial payment. As required by The ADA, the passenger fare charged or collected from eligible passengers shall not be more than twice the price of the regular Wichita Transit bus fare.

- I. Referred Ada Trip - A subscription service ride request referred to an agency by Wichita Transit. Possible Contractor acceptance of a referred trip is provided for in subsection of 9.4(C) of this Agreement.
- J. Subscription Service – A trip to the same place at the same time at least twice a week for a minimum period of 30 days.
- K. Unless otherwise indicated, all references to time periods, which are measured in “days,” shall be deemed to refer to a day of ordinary operation for Wichita Transit.

4.2 Service Area

All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Wichita.

4.3 Passenger Eligibility

The City, acting through Wichita Transit, shall establish a procedure to determine eligible passengers. No person shall be transported under this Agreement who has not first been determined by the City as eligible for the service.

4.4 Laws To Be Observed [Reserved]

ARTICLE 5: PERSONNEL

5.1 Qualified Personnel

The Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. Except as provided in Section 6.3 below, such personnel shall not be employees of or have any other contractual relationship with the City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

5.2 Minimum Wages [Reserved]

5.3 Employee Conflict Of Interest

The Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5.4 Employee Background Checks

The parties to this Agreement recognize that those entities or persons providing government funded services are subject to public scrutiny. Consequently, by entering into this Agreement, the Contractor assumes an affirmative and ongoing duty during the term of this Agreement to guarantee and maintain compliance with requirements set forth in Subsection 5.5 below. Such

compliance will require the use of Contractor customary criminal background checks, and such other background checks as may be reasonably requested by Wichita Transit from time to time, upon all personnel or agents providing services pursuant to this Agreement, or administering the funds conveyed under this Agreement.

5.5 Participant Safeguard

The Contractor certifies that none of its employees are:

- A. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to provide services, administer this Agreement, or handle the funds conveyed under this Agreement;
- B. Persons convicted of any sex offenses, crimes against children, or crimes of violence toward persons during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to interact in any way with persons served pursuant to this Agreement; and
- C. Persons convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to operate a vehicle in which an eligible passenger is provided transportation pursuant to this Agreement. For purposes of this section, "serious traffic offense shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
- D. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to the City's Law Department. The Department of Law's decision shall be final for purposes of compliance with this Agreement. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and diversions appearing on the driving records maintained by the Kansas Department of Revenue.

ARTICLE 6: PROHIBITION OF CONFLICT OF INTEREST

6.1 Interest Of Public Officials And Others

No officer or employee of the City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested. Nor shall any officer or employee of the City or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2 Interest Of Contractor [Reserved]

6.3 Employee Conflicts

If either party becomes aware of situations in which a) an employee of the City shall also be an employee of the Contractor at the time of the Agreement, b) an employee of the Contractor seeks additional / alternative employment with the City during term of the Agreement, or c) an employee of the City seeks additional / alternative employment with the Contractor during term of the Agreement, such party shall immediately provide written notice of such situations to the other party. The City shall make every effort to assure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to the Contractor or Contractor's competitors.

ARTICLE 7: FUNDING / CASH BASIS AND BUDGET LAWS

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

ARTICLE 8: REPORTS, RECORDS AND INSPECTION

8.1 Documentation Of Costs

Proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges shall support all costs incurred by the Contractor for which the Contractor purports to be entitled to reimbursement. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

8.2 Maintenance Of Records

Except as otherwise authorized by the City, the Contractor shall retain such documentation as listed in subsections 8.1 and 8.3 for a period of not less than three (3) years after the close of the calendar year which contains the time period to which a monthly billing relates. This is the case unless City notifies Contractor in writing of an action, including but not limited to, litigation or audit resolution proceedings, which necessitates maintenance of records beyond the minimum three (3)-year period.

8.3 Reports

During the term of this Agreement, the Contractor shall furnish reports and information to the City substantially in the form attached hereto as Exhibit 1. If the Contractor fails to provide all required reports in a timely, complete and accurate manner, the City may withhold payments to the Contractor until such time as all reports are furnished. Exhibit 1 is deemed to satisfactorily address the reporting requirements for subsections (A) through (K) below. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit). However, Contractor shall report all applicable types of rides provided to such passenger (i.e., if one or more of the categories set forth in subsections G,

H, I, and J below applies to a passenger, then Contractor shall report the ride under each applicable category).

A. Complaint Records

The Contractor agrees to maintain complete records of all complaints received regarding service provided under this Agreement. The Contractor agrees to submit a service complaint report each time a request for reimbursement is submitted. Such report shall identify the general nature of complaints received during the billing period along with any actions taken by the Contractor. The Contractor agrees that complaint records used to prepare complaint reports are subject to review by the City to ensure the accuracy and validity of information reported.

B. Financial And Operating Data

The Contractor shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.

C. On-Time Performance And Trip Length Records

For the purpose of determining if the Contractor is providing a level of paratransit service equivalent to that provided by Wichita Transit, the Contractor agrees to maintain records of on-time performance and trip length for all eligible passengers provided paratransit service under this Agreement. The Contractor agrees to submit an on-time performance and trip length report each time a request for billing is submitted. For the billing period, the report shall identify the percentage of pick-ups occurring before, during, and after the 30-minute pick-up window and the number of trips involving an eligible passenger ride of 90 minutes or greater. The Contractor agrees that on-time performance and trip length records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

D. Alcohol And Drug Test Reports

The Contractor agrees to submit to the City an annual report that identifies the Contractor's efforts to comply with FTA and U.S. DOT requirements for pre-employment, post-accident and random alcohol and drug testing of safety sensitive employees. The annual alcohol and drug testing report shall be submitted by January 30th following the close of the year to which it relates.

E. No-Show Records

For the purpose of eliminating trips referrals involving a passenger who demonstrates a pattern of "no-showing" for trips, the Contractor agrees to maintain records of no-shows recorded by passengers provided paratransit service under this Agreement. The Contractor agrees to submit a no-show report each time a request for billing is submitted. For the billing period, the report shall identify the number of no-shows per eligible passenger and the dates on which no-shows were recorded. The Contractor agrees that no-show records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

F. Missed Trips

For the purpose of reporting "missed trips," the Contractor agrees to maintain records of missed trips affecting passengers who are provided paratransit service under this Agreement. The Contractor agrees to submit a missed trip report each time a request for billing is

submitted. For the billing period, the report shall identify the number of missed trips affecting eligible passengers and the dates on which missed trips were experienced. The Contractor agrees that missed trip records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

G. ADA Rides

In order to ensure that rides provided pursuant to this Agreement are provided to eligible passengers and that operating statistics needed for federal reporting are provided, the following is required:

1. Pursuant to subsection 9.1(B) of this Agreement, each month, the Contractor shall submit an alphabetical listing of those persons who have been provided service during the month who the Contractor has reported as being an eligible passenger (approved by Wichita Transit as ADA paratransit eligible).
2. Wichita Transit will check the names on the list against the database of persons who have been granted ADA paratransit eligibility. Wichita Transit will provide the Contractor with the names of those individuals who have not been determined as ADA paratransit eligible.
3. After receipt of the names of nonADA eligible persons, the Contractor may assist the subject individuals with completion of an ADA paratransit eligibility application or shall, in the future, discontinue reporting them as eligible passengers on monthly billing.

H. Access To Jobs Trips

In order to report the number of rides funded through the Access to Jobs program, and pursuant to 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program.

I. Peak Hour Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number of rides provided to eligible passengers between 6:00 AM and 10:00 AM and between 2:00 PM and 6:00 PM.

J. Ambulatory / Wheelchair Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number rides provided to ambulatory persons and the number or rides provided to persons using a wheelchair or similar mobility device.

K. New Freedom Trips

In order to report the number of rides funded through the New Freedom Program, and pursuant to subsection 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program. The parties acknowledge that the federal record keeping and reporting requirements under the New Freedom Program have not yet been developed. City agrees to inform Contractor of such requirements when City becomes aware of them. The parties agree to develop reasonable procedures under this Agreement to satisfy such requirements.

8.5 Availability Of Records

During the time period set forth in Section 8.2 above, the Contractor agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions.

8.6 Right To Inspect All Work, Equipment And Materials

The Contractor shall permit the City or any authorized representative of the City's Director of Transit to inspect all work, equipment and materials with regard to the provision of service under this Agreement during Contractor's normal business hours, upon reasonable advance notice.

8.7 Right To Observe Operations

The City reserves the right to observe operations by the Contractor pursuant to this Agreement at any reasonable time, i.e., maintenance, sensitivity training, loading and unloading eligible passengers, etc.

- A. If any observed operations are deemed defective by the City, the City shall notify the Contractor in writing of such defect.
- B. Upon receipt of a written notice of defect, the Contractor has 10 days to investigate the defect and provide reports to the City.
- C. The response shall include a copy of the City's notice of defect, together with a written statement of any corrective action taken, and shall be subject to the City's reasonable approval.
- D. If corrective actions are reasonably satisfactory, the City will advise the Contractor within 10 days. Otherwise, the City will notify the Contractor of the continuing defect within such 10-day period, and the City has an additional five (5) days to remedy the defect and failure to do so may be considered as a breach of this Agreement.

8.8 Confidentiality

Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible passenger records.

ARTICLE 9: METHOD OF BILLING AND PAYMENT

9.1 Billing Procedures

Contractor agrees that billings and payments made under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City. After receipt of billing, payment shall be made as soon as procedures allow.

A. Monthly Billing

A monthly billing system will be used, and all billing, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period.

B. Billing Content

All billings shall be substantially in the form of Exhibit 1. In addition, Wichita Transit may require copies of daily vehicle manifests to be submitted with monthly billing that indicate passenger pick up windows for eligible passengers and the actual time of vehicle arrival for passenger boarding. If Wichita Transit requires the submitting of daily vehicle manifests, trips provided to eligible passengers shall be highlighted on the manifests to make them easily differentiated from trips provided to persons who have not been granted ADA paratransit eligibility. If the Contractor is providing billable rides under the Access to Jobs program, those rides shall be totaled on the monthly billing. If the Contractor is providing billable Access to Jobs rides, Wichita Transit may require documents describing pick-up and drop-off locations. Documents should be kept on file for Wichita Transit to review if requested. All documentation of capital costs is required with the monthly billings.

C. Billing Procedure
[Reserved]

D. Rate Of Reimbursement

Transportation reimbursements will be made on a unit of service basis pursuant to this Agreement. The reimbursement per unit of service for trips provided pursuant to this Agreement shall be \$6.20 per ambulatory person and \$10.50 per person who use a wheelchair or similar mobility device. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit).

Wichita Transit requests the costs for the Access to Jobs (JARC) rides be listed and subtracted from the total eligible rides. The eligible Access to Jobs costs are to be reimbursed as JARC. Wichita Transit requests the costs for capital including maintenance and depreciation be listed and subtracted from the total eligible rides. The eligible capital costs are to be reimbursed as capital cost of contracting. Only the total amount equal to the eligible ADA rides at the appropriate rate will be reimbursed by Wichita Transit and includes JARC and capital costs of contracting reimbursement. If either JARC or capital cost of contracting are no longer requested by Wichita Transit, the Contractor will be notified.

E. Review Of Reimbursement Rates

The amount of reimbursement per unit of service will be reviewed during the last six months of 2013 and may be subject to revision starting January 1, 2014. Any change in the reimbursement rate must be agreed to in writing by all Parties prior to implementation.

F. No Show Trips And Missed Trips
[Reserved]

9.2 Support Documentation

Billing shall be supported with the documentation described above in Section 9.1.

9.3 Reimbursement Restrictions

Payments shall be made to the Contractor only for items and services authorized by this Agreement. The City reserves the right to disallow reimbursement for any item or service, which is not authorized by this Agreement.

Service By Contractor

A. General

Service is to be provided by the Contractor in a prompt and courteous manner. Passengers must be determined ADA paratransit-eligible before the Contractor provides paratransit rides pursuant to this Agreement. Passengers are to be picked up within a 30-minute pick-up window, and the unit of service or one-way trip shall not last longer than 90 minutes. If circumstances dictate that the aforementioned conditions cannot reasonably be met, the Contractor shall make note of the incident and reference it as part of the on-time performance or trip length reports discussed in subsection 8.3(C). As discussed in subsection 8.3(A) of this Agreement, the Contractor is to provide the City a complaints report.

B. Back-Up System

The Contractor must have a reasonable back-up system in place to ensure that eligible passengers are not stranded.

C. Acceptance Of Rides Referred By The City

When referred by the City, and upon reasonable notice, the Contractor agrees to accept ride requests by persons who are not already persons served by the Contractor.

D. Collection Of Fare From Eligible Passengers

To the extent required in Section 4.1(H), the Contractor shall collect and retain the standard ADA paratransit fare from eligible passengers.

E. Alcohol And Drug Testing

The Contractor shall comply with the federal drug and alcohol regulations as set forth in Appendix B of this Agreement. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Contractor positions that perform duties under the terms of this Agreement.

F. Vehicle Specifications

All vehicles used in service pursuant to this Agreement shall be equipped with a two-way radio or other acceptable telecommunications device (including, but not limited to, cell phones) and shall, at all times, be maintained in a reasonable operating condition and shall be kept in clean and comfortable condition for the transportation of eligible passengers. Vehicles used to transport eligible passengers who use a wheelchair shall be equipped with an operable wheelchair lift or ramp. Regardless of the manner in which a vehicle is equipped, all rides will be compensated at the applicable ambulatory or nonambulatory rate under Section 9.1.D, as the case may be. Compliance with vehicle specifications shall be subject to regular monitoring by the City or the designated representative of Wichita Transit.

G. ADA Compliance

The Contractor must be in compliance with the federal Americans with Disabilities Act (ADA) requirements.

- C. If the City consents to the use of subcontractors, the Contractor shall remain fully responsible for all obligations of this Agreement, including indemnification of the City for all actions by subcontractors.

ARTICLE 13: TERMINATION OF AGREEMENT

13.1 Termination For Cause

If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement or if either party violates any of the terms, covenants, conditions, or stipulations of this Agreement, the non-breaching party may terminate this Agreement by giving at least 10 days written termination notice to the breaching party. Such notice of termination shall specify the specific breach(s) and the date of the termination.

In the event of termination, such information prepared by the Contractor to carry out this Agreement, including data, studies, surveys, records, drawings, maps, and reports shall, continue to be made available to the City in accordance with Article 8 above. The Contractor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

In spite of the above, the Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor are determined.

13.2 Termination Of Agreement On Other Grounds

Either party, upon 30 days written notice, may terminate this Agreement for any reason whatsoever. Written notice must state the effective date of the termination.

13.3 Expiration Of Contract Term

Subject to earlier termination as provided in Sections 13.1 and 13.2 above, this Agreement shall extend until December 31, 2013. If the Parties do not have a negotiated renewal agreement completed on or before that date, this Agreement shall continue under the last agreed terms on a month-to-month basis.

ARTICLE 14: NOTIFICATION

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, registered or certified mail (return receipt requested) or by means of telefacsimile or telecopier. Notices delivered in person or sent via telefacsimile or telecopier shall be effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be effective forty-eight hours after the date said notice is postmarked to the addressee.

Contractor: City of Wichita – Wichita Transit
Attn: Steve Spade, Director
Address: 777 E. Waterman
Phone: (316) 352-4805
Fax: (316) 337-9287

Vendor: Contractor Name: KETCH
Attn: Ron Pasmore
Address: 1006 E. Waterman
Phone: 383-8700

ARTICLE 15: MISCELLANEOUS

- 15.1 The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy provide by this Agreement, shall not be construed as a future waiver or relinquishment of such term, provision, option, right or remedy. A waiver by either party of any term or provision of this Agreement shall not be deemed to have been made unless submitted in writing and signed by the waiving party.
- 15.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their permitted successors and assigns.
- 15.3 In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, the invalid provision shall automatically be considered amended so as to conform to all applicable legal requirements. If the invalidity cannot be cured by amendment, the invalid provision shall be considered stricken and deleted. In either case, the validity or enforceability of the remaining provision of this Agreement shall remain intact.
- 15.4 Both parties to this Agreement represent and agree that (i) they have reviewed all aspects of this Agreement, (ii) they have been given the opportunity to review this Agreement with counsel, and (iii) they have carefully read and fully understand all provisions of this Agreement.
- 15.5 The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in the Agreement or its attached appendixes is deemed void. The Parties are free to negotiate, mediate, or litigate any dispute between them.

Wichita Transit Subrecipient Monthly Reporting

Month: _____ FY: _____

Agency Name: _____

Person filling out report: _____

Title: _____ Phone: _____

Ridership:

Billable to Wichita Transit

*ADA Pre-Certified Rides _____

*JARC Rides (Must be ADA eligible, as well) _____

Total Ridership _____

Peak Hour Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers during peak times?

Morning Peak		Afternoon Peak	
ADA Rides	JARC Rides	ADA Rides	JARC Rides

Wheelchair / Ambulatory Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers who use a wheelchair or similar mobility device and how may rides where provided to eligible passengers who are ambulatory?

Total ADA Rides Provided	Number of ADA <i>Ambulatory</i> Rides	Number of ADA <i>Wheelchair</i> Rides

Total JARC Rides Provided	Number of JARC <i>Ambulatory</i> Rides	Number of JARC <i>Wheelchair</i> Rides

Missed Trip Information: (ADA billable rides only)

Name Of Person	Number Of Missed Trips	Missed Trip Dates

No Show Information: (ADA billable rides only)

Name Of Person	Number Of No-Shows	No-Show Dates

On-Time Performance And Trip Length: (ADA billable rides only)

What was your on-time performance for the reporting period?

Early Arrival %	On Time %	Late Arrival %

Number of Passenger Trips over 90 minutes: _____

Percent (%) of Trips over 90 minutes: _____

Complaint Reporting: (ADA billable rides only)

Reason For Complaint	Number Of Incidents During Reporting Period
Late arrival	
Early arrival	
Length of time on van	
Driver rudeness	
Other	

Any Action Taken on Complaints

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Passenger Fares Collected: (ADA billable rides only)

What is the dollar value of passenger fares collected during the reporting period?

The number of ADA passenger trips _____ times \$3.50 = \$ _____

Total Costs: (ADA/JARC billable rides only)

Costs breakdown:

Administration Expense: \$ _____

Operations Expense: \$ _____

Maintenance Expense: \$ _____

Net contract expenditures: (ADA/JARC billable rides only) \$ _____

(Note: The subrecipient should collect fares from clients to offset their operational costs to provide these rides. The net contract expenditures are the **Total Costs** minus **ADA Fares Collected** from the clients for the rides provided).

NTD Data: (ADA/JARC billable rides only)

In order to meet Federal Reporting requirements, the data below is needed to provide WT information to complete the NTD Monthly/Yearly report.

	line 21	line 03	line 04	line 06	line11
	Number of Days Operated	Time Service Begins	Time Service Ends	Vehicles In Operation	Total <i>Actual</i> Miles Operated
Weekdays					

	line12	line 12a	line 14	line 15	line 15a
	Total <i>Actual</i> Vehicle Revenue Miles (VRM)	Total Deadhead Miles (auto calc)	Total <i>Actual</i> Vehicle Hours	Total <i>Actual</i> Vehicle Revenue Hours (VRH)	Total Deadhead Hours (auto calc)
Weekdays		0			0

	line 18	line 20
	Unlinked Passenger Trips (UPT)	Passenger Miles Traveled (PMT)
Weekdays		

This last section is for all other rides provided by your agency (other than ADA/JARC pre-approved rides). Also, WT would like to know the maintenance data for your entire fleet and not just those vehicles that you use to provide the ADA/JARC rides.

Ridership:

Not Billable to Wichita Transit

*Non-ADA Rides (includes Medical Rides, JARC rides not Reimbursed by WT) _____

*New Freedom rides _____

Total Other Rides Provided _____

Maintenance Statistics

PM's Scheduled: _____

PM's Completed: _____

Total Chargeable Road Calls: _____

Total Accidents: _____

End of Statistical Reporting

(Wichita Transit can supply an Excel spreadsheet for this report to you if needed)

Appendix B
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION (FTA)

FTA REQUIRED CONTRACT CLAUSES

**THE FOLLOWING TERMS AND CONDITIONS ARE
INCORPORATED HEREIN BY REFERENCE AND MADE A PART
OF ANY CONTRACT**

FTA REQUIRED CONTRACT CLAUSES

Bolded items are required and therefore included in this document. “N/A” indicates items that are not included because they are not required.

1	Drug and Alcohol	
2	Buy America	
3	Charter Bus Requirements	N/A
4	School Bus Requirements	N/A
5	Cargo Preferences	N/A
6	SEISMIC SAFETY REQUIREMENTS (A&E FOR NEW BUILDINGS AND ADDITIONS) – See Note #3	
7	ENERGY CONSERVATION REQUIREMENTS	
8	CLEAN WATER REQUIREMENTS (greater than \$100,000) – See Note #1	
9	Bus Testing	
10	Pre-Award and Post-Delivery Audits Requirements	N/A
11	LOBBYING (greater than \$100,000) – See Note #1	
12	ACCESS TO RECORDS AND REPORTS	
13	FEDERAL CHANGES	
14	Bonding Requirements	N/A
15	CLEAN AIR REQUIREMENTS (greater than \$100,000) – See Note #1	
16	Recycled Products	N/A
17	Davis Bacon Act	N/A
18	Contract Work Hours and Safety Standards Act	N/A

- 19 Copeland Anti-Kickback Act N/A
- 20 **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
- 21 **FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**
- 22 **TERMINATION (greater than \$10,000) – See Note #7**
- 23 **GOVERNMENT- WIDE DEBARMENT AND SUSPENSION (greater than or equal to \$25,000) – See Note #12**
- 24 **PRIVACY ACT – See Note #8**
- 25 **CIVIL RIGHTS REQUIREMENTS**
- 26 **BREACHES AND DISPUTE RESOLUTION (greater than \$100,000) – See Note #1**
- 27 **PATENT AND RIGHTS DATA (greater than \$100,000) – See Note #1**
- 28 **Transit Employee Protective Agreements**
- 29 **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**
- 30 **STATE AND LOCAL LAW DISCLAIMER**
- 31 **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATIVE (FTA) TERMS**
- 32 **FLY AMERICA - See Note #10**
- 33 Transit Vehicle Manufacturer’s Certification N/A
- 34 **ENVIRONMENTAL PROTECTION**
- 35 **ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA)**
- 36 **NOTIFICATION OF FEDERAL PARTICIPATION (greater than \$500,000) – See Note #11**
- 37 **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (ITS PROJECTS ONLY)**

Number Notes referenced on Previous Pages:

1. Contracts over \$100,000
2. Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels
3. Constructions of new buildings or additions to existing buildings
4. All contracts for items designated by the EPA, when the purchaser or contractors procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year
5. Contracts over \$2,000
6. Contracts over \$2,500
7. Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000
8. When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier
9. Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information
10. Applies ONLY to contracts involving international air transportation of persons or materials
11. Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000
12. Applies ONLY to contracts for services valued at or to exceed \$25,000

Required Federal Clauses for Professional Services

5.1 Seismic Safety Requirements

(Applies to New Building Construction and Additions to Existing Buildings)

The recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

5.2 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.

5.3 Clean Water Requirements

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.4 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the purchaser.

5.5 Access To Records

Contracts exceeding \$100,000

- A. The contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 19.48, the contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- C. Where any purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain same until the purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. FTA does not require the inclusion of these requirements in subcontracts.

5.6 Federal Changes

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

5.7 Clean Air Requirements

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

5.8 No Government Obligation To Third Parties

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

5.9 Program Fraud And False Or Fraudulent Statements And Related Acts

- A. 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.

- B. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- C. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.10 Termination

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

- A. **Termination for Convenience (General Provision)** The purchaser may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government'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 purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.
- B. **Termination for Default [Breach or Cause] (General Provision)** If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, 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 purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchaser that the 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 the contractor, the purchaser, after setting up a new delivery of 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 purchaser 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 will state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to the purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by the contractor of written notice from the purchaser setting forth the nature of said breach or default, the purchaser 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 purchaser from also pursuing all available remedies against the contractor and its sureties for said breach or default.

- D. **Waiver of Remedies for any Breach** In the event that the purchaser elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this contract, such waiver by the purchaser shall not limit the purchaser's 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 purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the recipient 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will 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 the termination had been issued for the convenience of the purchaser.

- 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will 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 purchaser's goods, the contractor shall, upon direction of the purchaser, protect and preserve the goods until surrendered to the purchaser or its agent. The contractor and the purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will 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 the termination had been issued for the convenience of the purchaser.

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

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

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The contractor, within [10] days from the beginning of any delay, notifies the purchaser in writing of the causes of delay. If in the judgment of the purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the purchaser 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 the termination had been issued for the convenience of the purchaser.

- I. **Termination for Convenience or Default (Architect and Engineering)** The (purchaser) may terminate this contract in whole or in part, for the purchaser's convenience or because of the failure of the contractor to fulfill the contract

obligations. The purchaser 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 the contracting officer 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 the purchaser, the contracting officer 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, the purchaser may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the purchaser.

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 the purchaser.

- J. **Termination for Convenience of Default (Cost-Type Contracts)** The purchaser may terminate this contract, or any portion of it, by serving a notice or termination on the contractor. The notice shall state whether the termination is for convenience of the purchaser or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from the purchaser, or property supplied to the contractor by the purchaser. If the termination is for default, the purchaser may fix the fee, if the contract provides for a fee, to be paid 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 purchaser and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of the purchaser, the 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 purchaser 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 purchaser, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination of convenience.

5.11 Government-Wide Debarment And Suspension

“Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over \$100,000)”

Instructions for Certification

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

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

- B. The prospective lower tier participant shall provide immediate written notice to the purchaser if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the purchaser for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the purchaser.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

- F. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.12 Privacy Act

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that the information could be retrieved by personal identifier.

The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

5.13 Civil Rights Requirements

The following requirements apply to the underlying contract:

- A. 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by 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.
 - 2) 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.
 - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions

of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- C. 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.

5.14 Breaches And Dispute Resolution

Contracts exceeding \$100,000

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the purchaser's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the purchaser, the 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time 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 the purchaser and the 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 state in which the purchaser is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available there under 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 the purchaser, (architect) or the 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 there under, except as may be specifically agreed in writing.

5.15 Patent And Rights In Data

Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) Except for its own internal use, the purchaser or the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the purchaser or the contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the purchaser or contractor using Federal assistance in whole or in part provided by FTA.
- c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the purchaser and the contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) however, does not apply to adaptations of automatic data processing equipment or programs for the purchaser or the contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d) Unless prohibited by state law, upon request by the Federal Government, the purchaser and the contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the purchaser or the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the purchaser nor the contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f) Data developed by the purchaser or the contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the purchaser or the contractor identifies that data in writing at the time of delivery of the contract work.

- g) Unless FTA determines otherwise, the contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 4) The contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the purchaser and the contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- 3) The contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in whole or in part with Federal assistance provided by FTA.

5.16 Disadvantages Business Enterprises (DBE)

The Federal Fiscal Year goal has been set by the purchaser in an attempt to match projected procurements with available qualified disadvantaged businesses. The purchaser's goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the purchaser as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

- A. Policy - It is the policy of the Department of Transportation and the City of Wichita / Wichita Transit that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987, apply to this contract.

The contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the purchaser to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the purchaser's procurement activities are encouraged.

- B. DBE Obligation – The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and the subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all the contractors and the subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- C. Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliance and in breach of contract.
- D. The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the purchaser's DBE program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the purchaser and will be submitted to the state upon request.
- E. The purchaser will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
 - Available listing of Minority Assistance Agencies
 - Holding bid conferences to emphasize requirements
- 1) DBE Program Definitions, as used in the contract:
 - 2) Disadvantage business “means a small business concern”:
 - 3) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - 4) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 5) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - 6) Whose management and daily business operations are controlled by one or more women individuals who own it.
 - 7) “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
 - 8) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other

minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- 9) “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
- 10) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 11) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- 12) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- 13) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

5.17 State And Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the purchaser’s procurement documents, the grantees should consult with their local attorney.

5.18 Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.

5.19 Fly America

Applies ONLY to contracts involving international air transportation of persons or material.

The contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

5.20 Environmental Protection

The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

5.21 Access Requirements For Persons With Disabilities (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses 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 those policies. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19;
- G. 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;

- H. 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; and
- I. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

5.22 Notification Of Federal Participation

The recipient agrees that FTA will provide Federal assistance for the project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the “Maximum FTA Amount Approved,” set forth in the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated in accordance with the Maximum Percentage(s) of FTA Participation,” as may be modified by the Conditions of Award or other Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA’s responsibility to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The “Estimated Total Eligible Cost” in the Grant Agreement or Cooperative Agreement for the Project is the basis on which FTA determines the “Maximum FTA Amount Awarded.”

- A. “Net Project Cost”. For any project required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as identified by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for that portion of the project that cannot reasonably be financed from the recipient’s revenues, *i.e.*, “Net Project Cost” of the project. Therefore, the agreement is the “Estimated Net Project Cost” and forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.
- B. Other Basis of FTA Participation. For any project not required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for all or part of the total project cost that is eligible for Federal assistance. Therefore, the amount stated as “Estimated Total Eligible Cost” on the Grant Agreement or Cooperative Agreement for the project forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.

5.23 Conformance With Its National Architecture

To the extent applicable, the recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

ATTACHMENTS

ATTACHMENT 1

Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

(page 1 of 2)

The contractor _____ certifies to the best of its knowledge and belief, that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or The City of Wichita;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

If the contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

Primary Participant Debarment and Suspension

(page 2 of 2)

The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 31 U.S.C. § 3801, et seq., are applicable thereto.

(Signature of Authorized Official)

(Title)

The undersigned chief legal counsel for _____ (the potential contractor) hereby certifies that the _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

(Signature of Applicant's Attorney)

(Date)

ATTACHMENT 2
Debarment and Suspension Certification
(Lower Tier Covered Transaction)

The contractor certifies, by submission of this contract, that neither it nor its “principals” as defined at 40 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

If the prospective lower tier proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing and “X” in the following space:
_____.

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor’s Authorized Official)

(Name and Title of Contractor’s Authorized Official)

ATTACHMENT 3
Certification of Restrictions on Lobbying
(page 1 of 2)

I, _____, hereby certify that I am authorized to execute
(Name of Contractor's Authorized Official)

this certification, and, to the best of my knowledge after due diligent inquiry, on behalf of

_____ that:
(Name of Contractor)

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Restrictions on Lobbying

(page 2 of 2)

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 4

DBE Certification

I, _____, hereby certify to the best of my knowledge
(Name of Contractor's Authorized Official)

on behalf of _____ that _____
(Name of Contractor) (Name of Contractor)

has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 5
Non-Discrimination / Equal Employment Opportunity
Affirmative Action Program Requirements
(page 1 of 2)

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001, et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
 - A. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

 - B. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

 - C. Upon request, inform the Kansas Human Rights Commission and / or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

 - D. Contractor shall include the provisions of Paragraphs (a), (b), (c) and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

 - E. EXEMPTED from these requirements are:
 - 1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

 - 2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contracts.

Acknowledgment Of Equal Employment Opportunity Proposal Procedures

(page 2 of 2)

- 3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- F. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and / or any law, regulation or amendments as may be promulgated there under.
4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1979 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions claimed: Four (4) Employees or Less; Federal Contract; Contract less than \$5,000.00

_____ Number of Employees

_____ Company Name

_____ Federal Contract

_____ Company Address and Telephone

ATTACHMENT 6

Workforce Distribution Form

(page 1 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

MALE EMPLOYEES						(6) Totals of Columns 2-5 (Total Male Minority Employees)
(1)	(2)	(3)	(4)	(5)		
Job Categories	White	Black	Hispanic	American. Indian or Alaskan. Native	Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 2 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

FEMALE EMPLOYEES						(12) Totals of Columns 7-11 (Total Female Minority Employees)
Job Categories	(7) White	(8) Black	(9) Hispanic	(10) American. Indian or Alaskan. Native	(11) Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 3 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

Job Categories	(13) Totals of Columns 6 and 12 ----- TOTAL MINORITY EMPLOYEES	(14) Total Employees with Disabilities	(15) Total Vietnam Veterans or Disabled Veterans	(16) Totals of Columns 1-6 & Columns 7-11 ----- TOTAL EMPLOYEES
Officials and Managers				
Professionals				
Technicians				
Sales Workers				
Office and Clerical				
Craftsman (Skilled)				
Operatives (Semi-Skilled)				
Laborers (Unskilled)				
Service Maintenance Workers				
TOTAL				
Total Reported from previous report, if any				
Part-time or Temporary				

ATTACHMENT 7

Joint Venture Form

(page 1 of 4)

This form is to be completed ONLY if the contractor is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this **Statement of Joint Venture** in the name of and on behalf of such contractor for the purposes herein set forth:

The following named contractor:

1. _____ ; _____ ; _____
 Individual Partnership Corporation
2. _____ ; _____ ; _____
 Individual Partnership Corporation
3. _____ ; _____ ; _____
 Individual Partnership Corporation
4. _____ ; _____ ; _____
 Individual Partnership Corporation

Each of who have entered into a **Joint Venture** for the purpose of carrying on the work hereinafter described.

Under the provisions of such **Joint Venture** the assets of each of the contractor named, and in the case of any contractor so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such **Joint Venture**, and liable therefore and for all obligations incurred in connection therewith.

The **Statement of Joint Venture** is executed so that the named contractor may under such **Joint Venture** proposal upon the work herein mentioned and they may, if the successful proposer therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the **Joint Venture** and when so executed shall

Joint Venture Form

(page 2 of 4)

bind this **Joint Venture** and each and every contractor named herein, severally and jointly. Simultaneous with the execution of the contract, the **Joint Venturers** shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as **Joint Venturers**, we bind the contractor for whom we respectively execute this **Statement of Joint Venture** in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

Subscribed and sworn before me, this _____ day of _____, 20____

(A) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(B) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(C) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(D) _____ By _____
(Name of Contractor) (type or print name of signer)

Joint Venture Form

(page 3 of 4)

TO BE EXECUTED BY EACH JOINT VENTURER

Authorization and designation of respective affiants to the Statement of Joint Venture hereto attached to act for and on behalf of the CONTRACTORS named herein:

(A) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(B) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

Joint Venture Form
(page 4 of 4)

(C) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(D) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

ATTACHMENT8

Contractors List Information

(page 1 of 2)

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) * contractors and subcontractors who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: _____

Address: _____

Are you a DBE firm? YES NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? YES NO

How many years has your firm been in business? _____ years

What are your firm's annual gross receipts?

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$500,001 - \$1,000,000 |
| <input type="checkbox"/> 1,000,001 - \$2,000,000 | <input type="checkbox"/> \$2,000,001 - \$5,000,000 |
| <input type="checkbox"/> \$5,000,001 or above | |

Submitted by: _____
(Print Name)

(Signature)

(Title)

(Date)

Contractors List Information

(page 2 of 2)

- * A disadvantaged business firm is defined as a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over \$750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 9

City of Wichita Procurement Certifications

The Contractor _____ hereby certifies that:

- A. The contractor has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above contractor) to solicit or secure this Agreement.
- B. The contractor has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The contractor has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)
- D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.
 - 1) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities: in accordance with its instruction.

City of Wichita Procurement Certifications

(page 2 of 2)

E. Conflict of Interest

The contractor certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The contractor shall use due diligence to ensure employees, Board Members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2013, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and ResCare Kansas Inc. (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2013, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.
9. No Third Party Beneficiaries: It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third-

party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. Non-Discrimination. HPI shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

RESCARE KANSAS INC.

Carl Brewer, Mayor

Wendy Weatherson, Executive Director

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

APPENDIX A
GENERAL CONTRACTUAL PROVISIONS FOR CONTRACTOR

ARTICLE 1: AUTHORITY TO CONTRACT

1.1 Affirmation Of Legal Authority

The Contractor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation

Corporations, limited liability companies, or other forms of business requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. A corporation shall furnish a copy of its corporate resolution evidencing the authority to sign this Agreement, executed by the corporation's secretary or president.

ARTICLE 2: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that the Contractor is acting as an independent contractor in providing the services and performing the duties provided for by this Agreement. The Contractor is, at all times, acting as an independent contractor and not as an officer, agent, or employee of the City. As an independent contractor, the Contractor, and employees of the Contractor, will not be within the protection or coverage of City's worker's compensation insurance, subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall the Contractor, and employees of the Contractor, be entitled to any current or future benefits provided to employees of the City. Further, the City shall not be responsible for withholding of social security, federal, and/or state income tax or unemployment compensation from payments made by the City to the Contractor.

ARTICLE 3: SCOPE OF SERVICES

3.1 Purpose

It is mutually agreed by and between City and Contractor that the purposes of this Agreement are for the Contractor to efficiently provide eligible passengers a level of curb-to-curb paratransit service which is substantially equivalent to the curb-to-curb paratransit service presently operated by Wichita Transit, all under the terms and conditions described in this Agreement, and to provide Wichita Transit those operating statistics required for federal reporting. If the present volume of service provided by the Contractor pursuant to this Agreement substantially increases or decreases, the Parties agree to negotiate reasonable modifications to this Agreement (which may include termination of this Agreement). The Parties also agree that Contractor shall only provide service, which is compensable under this Agreement, during Wichita Transit regular weekday operating hours.

The Parties agree that the terms of this Agreement apply only to purchased rides for eligible passengers, which are referred to Contractor by Wichita Transit for service during normal weekday operating hours and conditions. To the extent that Contractor provides transportation services to

persons who may otherwise be eligible passengers (whether as a part of Contractor's programs or otherwise) outside of such hours, Contractor may do so upon the terms and conditions acceptable to Contractor, and such services are outside the scope of this Agreement.

3.2 Special Needs Of Eligible Passengers

All eligible passengers have one or more disabilities that preclude their use of regular fixed route transit. Many will require special assistance when boarding or leaving the paratransit vehicle. The Contractor shall be responsible for assuring that all drivers are capable, competent, courteous and sensitive to these special needs.

ARTICLE 4: GENERAL PROVISIONS

4.1 Definitions

- A. Unit Of Service – One one-way trip equals one unit of service per eligible passenger. A round-trip taken by an eligible passenger equals two units of service. A unit of service is the basis for subsidy reimbursement.
- B. Eligible Passenger(S) – Individuals who are certified and approved as ADA paratransit eligible by Wichita Transit, both ambulatory and nonambulatory.
- C. Personal Care Attendant (PCA) – A person who has been approved to ride free of charge with an eligible passenger for the purpose of providing the passenger with assistance. Qualified drivers employed by the Contractor may act as a PCA for eligible passengers who are also the clients of the Contractor (human service agency).
- D. Equivalent Level Of Paratransit Service – The following criteria are used to evaluate the Contractor's performance relative to the level of paratransit service operated by Wichita Transit:
 - 1. On-time performance for pick-ups. Actual pick-up times shall be evaluated relative to a 30-minute pick-up window.
 - 2. Length of time an eligible passenger spends on the paratransit vehicle. Length of time shall be evaluated relative to a 90-minute maximum ride time.
- E. No-Show – When an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window). Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "no-shows." Wichita Transit agrees to permit the Contractor to develop and enforce reasonable policies, which limit "no-shows."
- F. 30-Minute Pick-Up Window – The 30-minute timeframe provided to the eligible passenger that indicates when the paratransit vehicle has been scheduled to arrive. Vehicles arriving within the 30-minute pick-up window are considered on time.
- G. Missed Trip – When the vehicle arrives for the pick-up, at a time after the end of the 30-minute pick-up window, and the client does not board the van. Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "missed trips".
- H. Passenger Fare – For eligible passengers, the amount of money that the Contractor may collect from an eligible passenger with respect to a unit of service. Pursuant to subsection 9.4(D) of this Agreement, the appropriate passenger fare will be assumed by the Parties to

have been retained by the Contractor as partial payment. As required by The ADA, the passenger fare charged or collected from eligible passengers shall not be more than twice the price of the regular Wichita Transit bus fare.

- I. Referred Ada Trip - A subscription service ride request referred to an agency by Wichita Transit. Possible Contractor acceptance of a referred trip is provided for in subsection of 9.4(C) of this Agreement.
- J. Subscription Service – A trip to the same place at the same time at least twice a week for a minimum period of 30 days.
- K. Unless otherwise indicated, all references to time periods, which are measured in “days,” shall be deemed to refer to a day of ordinary operation for Wichita Transit.

4.2 Service Area

All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Wichita.

4.3 Passenger Eligibility

The City, acting through Wichita Transit, shall establish a procedure to determine eligible passengers. No person shall be transported under this Agreement who has not first been determined by the City as eligible for the service.

4.4 Laws To Be Observed [Reserved]

ARTICLE 5: PERSONNEL

5.1 Qualified Personnel

The Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. Except as provided in Section 6.3 below, such personnel shall not be employees of or have any other contractual relationship with the City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

5.2 Minimum Wages [Reserved]

5.3 Employee Conflict Of Interest

The Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5.4 Employee Background Checks

The parties to this Agreement recognize that those entities or persons providing government funded services are subject to public scrutiny. Consequently, by entering into this Agreement, the Contractor assumes an affirmative and ongoing duty during the term of this Agreement to guarantee and maintain compliance with requirements set forth in Subsection 5.5 below. Such

compliance will require the use of Contractor customary criminal background checks, and such other background checks as may be reasonably requested by Wichita Transit from time to time, upon all personnel or agents providing services pursuant to this Agreement, or administering the funds conveyed under this Agreement.

5.5 Participant Safeguard

The Contractor certifies that none of its employees are:

- A. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to provide services, administer this Agreement, or handle the funds conveyed under this Agreement;
- B. Persons convicted of any sex offenses, crimes against children, or crimes of violence toward persons during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to interact in any way with persons served pursuant to this Agreement; and
- C. Persons convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to operate a vehicle in which an eligible passenger is provided transportation pursuant to this Agreement. For purposes of this section, “serious traffic offense shall not include any offense deemed a “traffic infraction” under K.S.A. 8-2116 and 8-2118.
- D. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to the City’s Law Department. The Department of Law’s decision shall be final for purposes of compliance with this Agreement. The term “conviction” shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and diversions appearing on the driving records maintained by the Kansas Department of Revenue.

ARTICLE 6: PROHIBITION OF CONFLICT OF INTEREST

6.1 Interest Of Public Officials And Others

No officer or employee of the City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person’s personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested. Nor shall any officer or employee of the City or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2 Interest Of Contractor [Reserved]

6.3 Employee Conflicts

If either party becomes aware of situations in which a) an employee of the City shall also be an employee of the Contractor at the time of the Agreement, b) an employee of the Contractor seeks additional / alternative employment with the City during term of the Agreement, or c) an employee of the City seeks additional / alternative employment with the Contractor during term of the Agreement, such party shall immediately provide written notice of such situations to the other party. The City shall make every effort to assure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to the Contractor or Contractor's competitors.

ARTICLE 7: FUNDING / CASH BASIS AND BUDGET LAWS

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

ARTICLE 8: REPORTS, RECORDS AND INSPECTION

8.1 Documentation Of Costs

Proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges shall support all costs incurred by the Contractor for which the Contractor purports to be entitled to reimbursement. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

8.2 Maintenance Of Records

Except as otherwise authorized by the City, the Contractor shall retain such documentation as listed in subsections 8.1 and 8.3 for a period of not less than three (3) years after the close of the calendar year which contains the time period to which a monthly billing relates. This is the case unless City notifies Contractor in writing of an action, including but not limited to, litigation or audit resolution proceedings, which necessitates maintenance of records beyond the minimum three (3)-year period.

8.3 Reports

During the term of this Agreement, the Contractor shall furnish reports and information to the City substantially in the form attached hereto as Exhibit 1. If the Contractor fails to provide all required reports in a timely, complete and accurate manner, the City may withhold payments to the Contractor until such time as all reports are furnished. Exhibit 1 is deemed to satisfactorily address the reporting requirements for subsections (A) through (K) below. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit). However, Contractor shall report all applicable types of rides provided to such passenger (i.e., if one or more of the categories set forth in subsections G,

H, I, and J below applies to a passenger, then Contractor shall report the ride under each applicable category).

A. Complaint Records

The Contractor agrees to maintain complete records of all complaints received regarding service provided under this Agreement. The Contractor agrees to submit a service complaint report each time a request for reimbursement is submitted. Such report shall identify the general nature of complaints received during the billing period along with any actions taken by the Contractor. The Contractor agrees that complaint records used to prepare complaint reports are subject to review by the City to ensure the accuracy and validity of information reported.

B. Financial And Operating Data

The Contractor shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.

C. On-Time Performance And Trip Length Records

For the purpose of determining if the Contractor is providing a level of paratransit service equivalent to that provided by Wichita Transit, the Contractor agrees to maintain records of on-time performance and trip length for all eligible passengers provided paratransit service under this Agreement. The Contractor agrees to submit an on-time performance and trip length report each time a request for billing is submitted. For the billing period, the report shall identify the percentage of pick-ups occurring before, during, and after the 30-minute pick-up window and the number of trips involving an eligible passenger ride of 90 minutes or greater. The Contractor agrees that on-time performance and trip length records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

D. Alcohol And Drug Test Reports

The Contractor agrees to submit to the City an annual report that identifies the Contractor's efforts to comply with FTA and U.S. DOT requirements for pre-employment, post-accident and random alcohol and drug testing of safety sensitive employees. The annual alcohol and drug testing report shall be submitted by January 30th following the close of the year to which it relates.

E. No-Show Records

For the purpose of eliminating trips referrals involving a passenger who demonstrates a pattern of "no-showing" for trips, the Contractor agrees to maintain records of no-shows recorded by passengers provided paratransit service under this Agreement. The Contractor agrees to submit a no-show report each time a request for billing is submitted. For the billing period, the report shall identify the number of no-shows per eligible passenger and the dates on which no-shows were recorded. The Contractor agrees that no-show records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

F. Missed Trips

For the purpose of reporting "missed trips," the Contractor agrees to maintain records of missed trips affecting passengers who are provided paratransit service under this Agreement. The Contractor agrees to submit a missed trip report each time a request for billing is

submitted. For the billing period, the report shall identify the number of missed trips affecting eligible passengers and the dates on which missed trips were experienced. The Contractor agrees that missed trip records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

G. ADA Rides

In order to ensure that rides provided pursuant to this Agreement are provided to eligible passengers and that operating statistics needed for federal reporting are provided, the following is required:

1. Pursuant to subsection 9.1(B) of this Agreement, each month, the Contractor shall submit an alphabetical listing of those persons who have been provided service during the month who the Contractor has reported as being an eligible passenger (approved by Wichita Transit as ADA paratransit eligible).
2. Wichita Transit will check the names on the list against the database of persons who have been granted ADA paratransit eligibility. Wichita Transit will provide the Contractor with the names of those individuals who have not been determined as ADA paratransit eligible.
3. After receipt of the names of nonADA eligible persons, the Contractor may assist the subject individuals with completion of an ADA paratransit eligibility application or shall, in the future, discontinue reporting them as eligible passengers on monthly billing.

H. Access To Jobs Trips

In order to report the number of rides funded through the Access to Jobs program, and pursuant to 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program.

I. Peak Hour Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number of rides provided to eligible passengers between 6:00 AM and 10:00 AM and between 2:00 PM and 6:00 PM.

J. Ambulatory / Wheelchair Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number rides provided to ambulatory persons and the number or rides provided to persons using a wheelchair or similar mobility device.

K. New Freedom Trips

In order to report the number of rides funded through the New Freedom Program, and pursuant to subsection 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program. The parties acknowledge that the federal record keeping and reporting requirements under the New Freedom Program have not yet been developed. City agrees to inform Contractor of such requirements when City becomes aware of them. The parties agree to develop reasonable procedures under this Agreement to satisfy such requirements.

8.5 Availability Of Records

During the time period set forth in Section 8.2 above, the Contractor agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions.

8.6 Right To Inspect All Work, Equipment And Materials

The Contractor shall permit the City or any authorized representative of the City's Director of Transit to inspect all work, equipment and materials with regard to the provision of service under this Agreement during Contractor's normal business hours, upon reasonable advance notice.

8.7 Right To Observe Operations

The City reserves the right to observe operations by the Contractor pursuant to this Agreement at any reasonable time, i.e., maintenance, sensitivity training, loading and unloading eligible passengers, etc.

- A. If any observed operations are deemed defective by the City, the City shall notify the Contractor in writing of such defect.
- B. Upon receipt of a written notice of defect, the Contractor has 10 days to investigate the defect and provide reports to the City.
- C. The response shall include a copy of the City's notice of defect, together with a written statement of any corrective action taken, and shall be subject to the City's reasonable approval.
- D. If corrective actions are reasonably satisfactory, the City will advise the Contractor within 10 days. Otherwise, the City will notify the Contractor of the continuing defect within such 10-day period, and the City has an additional five (5) days to remedy the defect and failure to do so may be considered as a breach of this Agreement.

8.8 Confidentiality

Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible passenger records.

ARTICLE 9: METHOD OF BILLING AND PAYMENT

9.1 Billing Procedures

Contractor agrees that billings and payments made under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City. After receipt of billing, payment shall be made as soon as procedures allow.

A. Monthly Billing

A monthly billing system will be used, and all billing, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period.

B. Billing Content

All billings shall be substantially in the form of Exhibit 1. In addition, Wichita Transit may require copies of daily vehicle manifests to be submitted with monthly billing that indicate passenger pick up windows for eligible passengers and the actual time of vehicle arrival for passenger boarding. If Wichita Transit requires the submitting of daily vehicle manifests, trips provided to eligible passengers shall be highlighted on the manifests to make them easily differentiated from trips provided to persons who have not been granted ADA paratransit eligibility. If the Contractor is providing billable rides under the Access to Jobs program, those rides shall be totaled on the monthly billing. If the Contractor is providing billable Access to Jobs rides, Wichita Transit may require documents describing pick-up and drop-off locations. Documents should be kept on file for Wichita Transit to review if requested. All documentation of capital costs is required with the monthly billings.

C. Billing Procedure
[Reserved]

D. Rate Of Reimbursement

Transportation reimbursements will be made on a unit of service basis pursuant to this Agreement. The reimbursement per unit of service for trips provided pursuant to this Agreement shall be \$6.20 per ambulatory person and \$10.50 per person who use a wheelchair or similar mobility device. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit).

Wichita Transit requests the costs for the Access to Jobs (JARC) rides be listed and subtracted from the total eligible rides. The eligible Access to Jobs costs are to be reimbursed as JARC. Wichita Transit requests the costs for capital including maintenance and depreciation be listed and subtracted from the total eligible rides. The eligible capital costs are to be reimbursed as capital cost of contracting. Only the total amount equal to the eligible ADA rides at the appropriate rate will be reimbursed by Wichita Transit and includes JARC and capital costs of contracting reimbursement. If either JARC or capital cost of contracting are no longer requested by Wichita Transit, the Contractor will be notified.

E. Review Of Reimbursement Rates

The amount of reimbursement per unit of service will be reviewed during the last six months of 2013 and may be subject to revision starting January 1, 2014. Any change in the reimbursement rate must be agreed to in writing by all Parties prior to implementation.

F. No Show Trips And Missed Trips
[Reserved]

9.2 Support Documentation

Billing shall be supported with the documentation described above in Section 9.1.

9.3 Reimbursement Restrictions

Payments shall be made to the Contractor only for items and services authorized by this Agreement. The City reserves the right to disallow reimbursement for any item or service, which is not authorized by this Agreement.

Service By Contractor

A. General

Service is to be provided by the Contractor in a prompt and courteous manner. Passengers must be determined ADA paratransit-eligible before the Contractor provides paratransit rides pursuant to this Agreement. Passengers are to be picked up within a 30-minute pick-up window, and the unit of service or one-way trip shall not last longer than 90 minutes. If circumstances dictate that the aforementioned conditions cannot reasonably be met, the Contractor shall make note of the incident and reference it as part of the on-time performance or trip length reports discussed in subsection 8.3(C). As discussed in subsection 8.3(A) of this Agreement, the Contractor is to provide the City a complaints report.

B. Back-Up System

The Contractor must have a reasonable back-up system in place to ensure that eligible passengers are not stranded.

C. Acceptance Of Rides Referred By The City

When referred by the City, and upon reasonable notice, the Contractor agrees to accept ride requests by persons who are not already persons served by the Contractor.

D. Collection Of Fare From Eligible Passengers

To the extent required in Section 4.1(H), the Contractor shall collect and retain the standard ADA paratransit fare from eligible passengers.

E. Alcohol And Drug Testing

The Contractor shall comply with the federal drug and alcohol regulations as set forth in Appendix B of this Agreement. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Contractor positions that perform duties under the terms of this Agreement.

F. Vehicle Specifications

All vehicles used in service pursuant to this Agreement shall be equipped with a two-way radio or other acceptable telecommunications device (including, but not limited to, cell phones) and shall, at all times, be maintained in a reasonable operating condition and shall be kept in clean and comfortable condition for the transportation of eligible passengers. Vehicles used to transport eligible passengers who use a wheelchair shall be equipped with an operable wheelchair lift or ramp. Regardless of the manner in which a vehicle is equipped, all rides will be compensated at the applicable ambulatory or nonambulatory rate under Section 9.1.D, as the case may be. Compliance with vehicle specifications shall be subject to regular monitoring by the City or the designated representative of Wichita Transit.

G. ADA Compliance

The Contractor must be in compliance with the federal Americans with Disabilities Act (ADA) requirements.

9.5 Billing Reimbursement Limits

In order for the City of Wichita to maintain budget constraints, it is necessary to place a annual reimbursement limit for all agencies providing services for Wichita Transit. This is a “not to exceed” monetary value on reimbursement requests, as stated in section 9.1, subsection D. “Rate of Reimbursement” of this agreement. Once these reimbursement limits have been reached by each agency, Wichita Transit will no longer continue to reimburse for rides above said limit.

ResCare Kansas Inc.’s total annual reimbursement is an amount not to exceed \$ 300,000.

ARTICLE 10: LICENSES AND PERMITS

- A. The Contractor shall procure and maintain all permits, licenses, certifications, bonds and insurance required by federal, state or local authority for carrying out this Agreement.
- B. The Contractor shall maintain workers compensation insurance in amounts not less than minimum statutory requirements.
- C. The Contractor shall notify the City immediately if any required license, permit, bond or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may be the basis for immediate termination of this Agreement by the City.

ARTICLE 11: INSURANCE

The Contractor shall provide to the City a Certificate of Insurance evidencing comprehensive general liability, professional liability, and comprehensive automobile liability coverage in the following minimum amounts:

- A. Bodily Injury \$500,000 each occurrence
- B. Property Damage \$500,000 each occurrence
- C. Bodily Injury \$500,000 each person
- D. Bodily Injury (owned, not owned, hired, renter or otherwise)
 - 1. Bodily Injury \$500,000 each accident
 - 2. Property Damage \$500,000 each accident
- E. Workers Compensation As statutorily required

ARTICLE 12: SUBCONTRACTING

- A. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City.
- B. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

- C. If the City consents to the use of subcontractors, the Contractor shall remain fully responsible for all obligations of this Agreement, including indemnification of the City for all actions by subcontractors.

ARTICLE 13: TERMINATION OF AGREEMENT

13.1 Termination For Cause

If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement or if either party violates any of the terms, covenants, conditions, or stipulations of this Agreement, the non-breaching party may terminate this Agreement by giving at least 10 days written termination notice to the breaching party. Such notice of termination shall specify the specific breach(s) and the date of the termination.

In the event of termination, such information prepared by the Contractor to carry out this Agreement, including data, studies, surveys, records, drawings, maps, and reports shall, continue to be made available to the City in accordance with Article 8 above. The Contractor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

In spite of the above, the Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor are determined.

13.2 Termination Of Agreement On Other Grounds

Either party, upon 30 days written notice, may terminate this Agreement for any reason whatsoever. Written notice must state the effective date of the termination.

13.3 Expiration Of Contract Term

Subject to earlier termination as provided in Sections 13.1 and 13.2 above, this Agreement shall extend until December 31, 2013. If the Parties do not have a negotiated renewal agreement completed on or before that date, this Agreement shall continue under the last agreed terms on a month-to-month basis.

ARTICLE 14: NOTIFICATION

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, registered or certified mail (return receipt requested) or by means of telefacsimile or telecopier. Notices delivered in person or sent via telefacsimile or telecopier shall be effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be effective forty-eight hours after the date said notice is postmarked to the addressee.

Contractor: City of Wichita – Wichita Transit
Attn: Steve Spade, Director
Address: 777 E. Waterman
Phone: (316) 352-4805
Fax: (316) 337-9287

Vendor: Contractor Name: ResCare Kansas Inc.
Attn: Wendy Weatherson
Address: 1440 E. English
Phone: 651-2585

ARTICLE 15: MISCELLANEOUS

- 15.1 The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy provide by this Agreement, shall not be construed as a future waiver or relinquishment of such term, provision, option, right or remedy. A waiver by either party of any term or provision of this Agreement shall not be deemed to have been made unless submitted in writing and signed by the waiving party.
- 15.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their permitted successors and assigns.
- 15.3 In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, the invalid provision shall automatically be considered amended so as to conform to all applicable legal requirements. If the invalidity cannot be cured by amendment, the invalid provision shall be considered stricken and deleted. In either case, the validity or enforceability of the remaining provision of this Agreement shall remain intact.
- 15.4 Both parties to this Agreement represent and agree that (i) they have reviewed all aspects of this Agreement, (ii) they have been given the opportunity to review this Agreement with counsel, and (iii) they have carefully read and fully understand all provisions of this Agreement.
- 15.5 The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in the Agreement or its attached appendixes is deemed void. The Parties are free to negotiate, mediate, or litigate any dispute between them.

Wichita Transit Subrecipient Monthly Reporting

Month: _____ FY: _____

Agency Name: _____

Person filling out report: _____

Title: _____ Phone: _____

Ridership:

Billable to Wichita Transit

*ADA Pre-Certified Rides _____

*JARC Rides (Must be ADA eligible, as well) _____

Total Ridership _____

Peak Hour Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers during peak times?

Morning Peak		Afternoon Peak	
ADA Rides	JARC Rides	ADA Rides	JARC Rides

Wheelchair / Ambulatory Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers who use a wheelchair or similar mobility device and how many rides were provided to eligible passengers who are ambulatory?

Total ADA Rides Provided	Number of ADA <i>Ambulatory</i> Rides	Number of ADA <i>Wheelchair</i> Rides

Total JARC Rides Provided	Number of JARC <i>Ambulatory</i> Rides	Number of JARC <i>Wheelchair</i> Rides

Missed Trip Information: (ADA billable rides only)

Name Of Person	Number Of Missed Trips	Missed Trip Dates

No Show Information: (ADA billable rides only)

Name Of Person	Number Of No-Shows	No-Show Dates

On-Time Performance And Trip Length: (ADA billable rides only)

What was your on-time performance for the reporting period?

Early Arrival %	On Time %	Late Arrival %

Number of Passenger Trips over 90 minutes: _____

Percent (%) of Trips over 90 minutes: _____

Complaint Reporting: (ADA billable rides only)

Reason For Complaint	Number Of Incidents During Reporting Period
Late arrival	
Early arrival	
Length of time on van	
Driver rudeness	
Other	

Any Action Taken on Complaints

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Passenger Fares Collected: (ADA billable rides only)

What is the dollar value of passenger fares collected during the reporting period?

The number of ADA passenger trips _____ times \$3.50 = \$ _____

Total Costs: (ADA/JARC billable rides only)

Costs breakdown:

Administration Expense: \$ _____

Operations Expense: \$ _____

Maintenance Expense: \$ _____

Net contract expenditures: (ADA/JARC billable rides only) \$ _____

(Note: The subrecipient should collect fares from clients to offset their operational costs to provide these rides. The net contract expenditures are the **Total Costs** minus **ADA Fares Collected** from the clients for the rides provided).

NTD Data: (ADA/JARC billable rides only)

In order to meet Federal Reporting requirements, the data below is needed to provide WT information to complete the NTD Monthly/Yearly report.

	line 21	line 03	line 04	line 06	line11
	Number of Days Operated	Time Service Begins	Time Service Ends	Vehicles In Operation	Total <i>Actual</i> Miles Operated
Weekdays					

	line12	line 12a	line 14	line 15	line 15a
	Total <i>Actual</i> Vehicle Revenue Miles (VRM)	Total Deadhead Miles (auto calc)	Total <i>Actual</i> Vehicle Hours	Total <i>Actual</i> Vehicle Revenue Hours (VRH)	Total Deadhead Hours (auto calc)
Weekdays		0			0

	line 18	line 20
	Unlinked Passenger Trips (UPT)	Passenger Miles Traveled (PMT)
Weekdays		

This last section is for all other rides provided by your agency (other than ADA/JARC pre-approved rides). Also, WT would like to know the maintenance data for your entire fleet and not just those vehicles that you use to provide the ADA/JARC rides.

Ridership:

Not Billable to Wichita Transit

*Non-ADA Rides (includes Medical Rides, JARC rides not Reimbursed by WT) _____

*New Freedom rides _____

Total Other Rides Provided _____

Maintenance Statistics

PM's Scheduled: _____

PM's Completed: _____

Total Chargeable Road Calls: _____

Total Accidents: _____

End of Statistical Reporting

(Wichita Transit can supply an Excel spreadsheet for this report to you if needed)

Appendix B
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION (FTA)

FTA REQUIRED CONTRACT CLAUSES

**THE FOLLOWING TERMS AND CONDITIONS ARE
INCORPORATED HEREIN BY REFERENCE AND MADE A PART
OF ANY CONTRACT**

FTA REQUIRED CONTRACT CLAUSES

Bolded items are required and therefore included in this document. “N/A” indicates items that are not included because they are not required.

1	Drug and Alcohol	
2	Buy America	
3	Charter Bus Requirements	N/A
4	School Bus Requirements	N/A
5	Cargo Preferences	N/A
6	SEISMIC SAFETY REQUIREMENTS (A&E FOR NEW BUILDINGS AND ADDITIONS) – See Note #3	
7	ENERGY CONSERVATION REQUIREMENTS	
8	CLEAN WATER REQUIREMENTS (greater than \$100,000) – See Note #1	
9	Bus Testing	
10	Pre-Award and Post-Delivery Audits Requirements	N/A
11	LOBBYING (greater than \$100,000) – See Note #1	
12	ACCESS TO RECORDS AND REPORTS	
13	FEDERAL CHANGES	
14	Bonding Requirements	N/A
15	CLEAN AIR REQUIREMENTS (greater than \$100,000) – See Note #1	
16	Recycled Products	N/A
17	Davis Bacon Act	N/A
18	Contract Work Hours and Safety Standards Act	N/A

19	Copeland Anti-Kickback Act	N/A
20	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	
21	FALSE OR FRAUDULENT STATEMENTS OR CLAIMS	
22	TERMINATION (greater than \$10,000) – See Note #7	
23	GOVERNMENT- WIDE DEBARMENT AND SUSPENSION (greater than or equal to \$25,000) – See Note #12	
24	PRIVACY ACT – See Note #8	
25	CIVIL RIGHTS REQUIREMENTS	
26	BREACHES AND DISPUTE RESOLUTION (greater than \$100,000) – See Note #1	
27	PATENT AND RIGHTS DATA (greater than \$100,000) – See Note #1	
28	Transit Employee Protective Agreements	
29	DISADVANTAGED BUSINESS ENTERPRISES (DBE)	
30	STATE AND LOCAL LAW DISCLAIMER	
31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATIVE (FTA) TERMS	
32	FLY AMERICA - See Note #10	
33	Transit Vehicle Manufacturer’s Certification	N/A
34	ENVIRONMENTAL PROTECTION	
35	ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA)	
36	NOTIFICATION OF FEDERAL PARTICIPATION (greater than \$500,000) – See Note #11	
37	CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (ITS PROJECTS ONLY)	

Number Notes referenced on Previous Pages:

1. Contracts over \$100,000
2. Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels
3. Constructions of new buildings or additions to existing buildings
4. All contracts for items designated by the EPA, when the purchaser or contractors procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year
5. Contracts over \$2,000
6. Contracts over \$2,500
7. Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000
8. When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier
9. Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information
10. Applies ONLY to contracts involving international air transportation of persons or materials
11. Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000
12. Applies ONLY to contracts for services valued at or to exceed \$25,000

Required Federal Clauses for Professional Services

5.1 Seismic Safety Requirements

(Applies to New Building Construction and Additions to Existing Buildings)

The recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

5.2 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.

5.3 Clean Water Requirements

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.4 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the purchaser.

5.5 Access To Records

Contracts exceeding \$100,000

- A. The contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 19.48, the contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- C. Where any purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain same until the purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. FTA does not require the inclusion of these requirements in subcontracts.

5.6 Federal Changes

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

5.7 Clean Air Requirements

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

5.8 No Government Obligation To Third Parties

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

5.9 Program Fraud And False Or Fraudulent Statements And Related Acts

- A. 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.

- B. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- C. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.10 Termination

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

- A. **Termination for Convenience (General Provision)** The purchaser may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government'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 purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.
- B. **Termination for Default [Breach or Cause] (General Provision)** If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, 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 purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchaser that the 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 the contractor, the purchaser, after setting up a new delivery of 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 purchaser 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 will state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to the purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by the contractor of written notice from the purchaser setting forth the nature of said breach or default, the purchaser 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 purchaser from also pursuing all available remedies against the contractor and its sureties for said breach or default.

- D. **Waiver of Remedies for any Breach** In the event that the purchaser elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this contract, such waiver by the purchaser shall not limit the purchaser's 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 purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the recipient 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will 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 the termination had been issued for the convenience of the purchaser.

- 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will 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 purchaser's goods, the contractor shall, upon direction of the purchaser, protect and preserve the goods until surrendered to the purchaser or its agent. The contractor and the purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will 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 the termination had been issued for the convenience of the purchaser.

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

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

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The contractor, within [10] days from the beginning of any delay, notifies the purchaser in writing of the causes of delay. If in the judgment of the purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the purchaser 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 the termination had been issued for the convenience of the purchaser.

- I. **Termination for Convenience or Default (Architect and Engineering)** The (purchaser) may terminate this contract in whole or in part, for the purchaser's convenience or because of the failure of the contractor to fulfill the contract

obligations. The purchaser 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 the contracting officer 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 the purchaser, the contracting officer 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, the purchaser may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the purchaser.

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 the purchaser.

- J. **Termination for Convenience of Default (Cost-Type Contracts)** The purchaser may terminate this contract, or any portion of it, by serving a notice or termination on the contractor. The notice shall state whether the termination is for convenience of the purchaser or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from the purchaser, or property supplied to the contractor by the purchaser. If the termination is for default, the purchaser may fix the fee, if the contract provides for a fee, to be paid 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 purchaser and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of the purchaser, the 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 purchaser 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 purchaser, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination of convenience.

5.11 Government-Wide Debarment And Suspension

“Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over \$100,000)”

Instructions for Certification

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

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

- B. The prospective lower tier participant shall provide immediate written notice to the purchaser if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the purchaser for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the purchaser.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

- F. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.12 Privacy Act

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that the information could be retrieved by personal identifier.

The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

5.13 Civil Rights Requirements

The following requirements apply to the underlying contract:

- A. 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by 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.
 - 2) 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.
 - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions

of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- C. 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.

5.14 Breaches And Dispute Resolution

Contracts exceeding \$100,000

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the purchaser's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the purchaser, the 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time 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 the purchaser and the 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 state in which the purchaser is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available there under 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 the purchaser, (architect) or the 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 there under, except as may be specifically agreed in writing.

5.15 Patent And Rights In Data

Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) Except for its own internal use, the purchaser or the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the purchaser or the contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the purchaser or contractor using Federal assistance in whole or in part provided by FTA.
- c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the purchaser and the contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) however, does not apply to adaptations of automatic data processing equipment or programs for the purchaser or the contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d) Unless prohibited by state law, upon request by the Federal Government, the purchaser and the contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the purchaser or the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the purchaser nor the contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f) Data developed by the purchaser or the contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the purchaser or the contractor identifies that data in writing at the time of delivery of the contract work.

- g) Unless FTA determines otherwise, the contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 4) The contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the purchaser and the contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- 3) The contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in whole or in part with Federal assistance provided by FTA.

5.16 Disadvantages Business Enterprises (DBE)

The Federal Fiscal Year goal has been set by the purchaser in an attempt to match projected procurements with available qualified disadvantaged businesses. The purchaser's goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the purchaser as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

- A. Policy - It is the policy of the Department of Transportation and the City of Wichita / Wichita Transit that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987, apply to this contract.

The contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the purchaser to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the purchaser's procurement activities are encouraged.

- B. DBE Obligation – The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and the subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all the contractors and the subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- C. Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliance and in breach of contract.
- D. The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the purchaser's DBE program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the purchaser and will be submitted to the state upon request.
- E. The purchaser will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
 - Available listing of Minority Assistance Agencies
 - Holding bid conferences to emphasize requirements
- 1) DBE Program Definitions, as used in the contract:
 - 2) Disadvantage business “means a small business concern”:
 - 3) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - 4) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 5) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - 6) Whose management and daily business operations are controlled by one or more women individuals who own it.
 - 7) “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
 - 8) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other

- minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- 9) “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
 - 10) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 11) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 12) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
 - 13) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

5.17 State And Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the purchaser’s procurement documents, the grantees should consult with their local attorney.

5.18 Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.

5.19 Fly America

Applies ONLY to contracts involving international air transportation of persons or material.

The contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

5.20 Environmental Protection

The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

5.21 Access Requirements For Persons With Disabilities (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses 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 those policies. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19;
- G. 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;

- H. 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; and
- I. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

5.22 Notification Of Federal Participation

The recipient agrees that FTA will provide Federal assistance for the project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the “Maximum FTA Amount Approved,” set forth in the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated in accordance with the Maximum Percentage(s) of FTA Participation,” as may be modified by the Conditions of Award or other Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA’s responsibility to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The “Estimated Total Eligible Cost” in the Grant Agreement or Cooperative Agreement for the Project is the basis on which FTA determines the “Maximum FTA Amount Awarded.”

- A. “Net Project Cost”. For any project required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as identified by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for that portion of the project that cannot reasonably be financed from the recipient’s revenues, *i.e.*, “Net Project Cost” of the project. Therefore, the agreement is the “Estimated Net Project Cost” and forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.
- B. Other Basis of FTA Participation. For any project not required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for all or part of the total project cost that is eligible for Federal assistance. Therefore, the amount stated as “Estimated Total Eligible Cost” on the Grant Agreement or Cooperative Agreement for the project forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.

5.23 Conformance With Its National Architecture

To the extent applicable, the recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

ATTACHMENTS

ATTACHMENT 1

Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

(page 1 of 2)

The contractor _____ certifies to the best of its knowledge and belief, that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or The City of Wichita;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

If the contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

Primary Participant Debarment and Suspension

(page 2 of 2)

The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 31 U.S.C. § 3801, et seq., are applicable thereto.

(Signature of Authorized Official)

(Title)

The undersigned chief legal counsel for _____ (the potential contractor) hereby certifies that the _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

(Signature of Applicant's Attorney)

(Date)

ATTACHMENT 2
Debarment and Suspension Certification
(Lower Tier Covered Transaction)

The contractor certifies, by submission of this contract, that neither it nor its “principals” as defined at 40 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

If the prospective lower tier proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing and “X” in the following space:
_____.

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor’s Authorized Official)

(Name and Title of Contractor’s Authorized Official)

ATTACHMENT 3
Certification of Restrictions on Lobbying
(page 1 of 2)

I, _____, hereby certify that I am authorized to execute
(Name of Contractor's Authorized Official)

this certification, and, to the best of my knowledge after due diligent inquiry, on behalf of

_____ that:
(Name of Contractor)

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Restrictions on Lobbying

(page 2 of 2)

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

Executed this _____ day of _____, 20____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 4

DBE Certification

I, _____, hereby certify to the best of my knowledge
(Name of Contractor's Authorized Official)

on behalf of _____ that _____
(Name of Contractor) (Name of Contractor)

has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 5
Non-Discrimination / Equal Employment Opportunity
Affirmative Action Program Requirements
(page 1 of 2)

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001, et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
 - A. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

 - B. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

 - C. Upon request, inform the Kansas Human Rights Commission and / or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

 - D. Contractor shall include the provisions of Paragraphs (a), (b), (c) and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

 - E. EXEMPTED from these requirements are:
 - 1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

 - 2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contracts.

Acknowledgment Of Equal Employment Opportunity Proposal Procedures

(page 2 of 2)

- 3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- F. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and / or any law, regulation or amendments as may be promulgated there under.
4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1979 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions claimed: Four (4) Employees or Less; Federal Contract; Contract less than \$5,000.00

_____ Number of Employees

_____ Company Name

_____ Federal Contract

_____ Company Address and Telephone

ATTACHMENT 6

Workforce Distribution Form

(page 1 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

MALE EMPLOYEES						(6) Totals of Columns 2-5 (Total Male Minority Employees)
(1)	(2)	(3)	(4)	(5)		
Job Categories	White	Black	Hispanic	American. Indian or Alaskan. Native	Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 2 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

FEMALE EMPLOYEES						(12) Totals of Columns 7-11 (Total Female Minority Employees)
Job Categories	(7) White	(8) Black	(9) Hispanic	(10) American. Indian or Alaskan. Native	(11) Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 3 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

Job Categories	(13) Totals of Columns 6 and 12 ----- TOTAL MINORITY EMPLOYEES	(14) Total Employees with Disabilities	(15) Total Vietnam Veterans or Disabled Veterans	(16) Totals of Columns 1-6 & Columns 7-11 ----- TOTAL EMPLOYEES
Officials and Managers				
Professionals				
Technicians				
Sales Workers				
Office and Clerical				
Craftsman (Skilled)				
Operatives (Semi-Skilled)				
Laborers (Unskilled)				
Service Maintenance Workers				
TOTAL				
Total Reported from previous report, if any				
Part-time or Temporary				

ATTACHMENT 7

Joint Venture Form

(page 1 of 4)

This form is to be completed ONLY if the contractor is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this **Statement of Joint Venture** in the name of and on behalf of such contractor for the purposes herein set forth:

The following named contractor:

1. _____ ; _____ ; _____
 Individual Partnership Corporation
2. _____ ; _____ ; _____
 Individual Partnership Corporation
3. _____ ; _____ ; _____
 Individual Partnership Corporation
4. _____ ; _____ ; _____
 Individual Partnership Corporation

Each of who have entered into a **Joint Venture** for the purpose of carrying on the work hereinafter described.

Under the provisions of such **Joint Venture** the assets of each of the contractor named, and in the case of any contractor so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such **Joint Venture**, and liable therefore and for all obligations incurred in connection therewith.

The **Statement of Joint Venture** is executed so that the named contractor may under such **Joint Venture** proposal upon the work herein mentioned and they may, if the successful proposer therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the **Joint Venture** and when so executed shall

Joint Venture Form

(page 2 of 4)

bind this **Joint Venture** and each and every contractor named herein, severally and jointly. Simultaneous with the execution of the contract, the **Joint Venturers** shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as **Joint Venturers**, we bind the contractor for whom we respectively execute this **Statement of Joint Venture** in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

Subscribed and sworn before me, this _____ day of _____, 20____

(A) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(B) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(C) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(D) _____ By _____
(Name of Contractor) (type or print name of signer)

Joint Venture Form
(page 4 of 4)

(C) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(D) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

ATTACHMENT8

Contractors List Information

(page 1 of 2)

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) * contractors and subcontractors who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: _____

Address: _____

Are you a DBE firm? YES NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? YES NO

How many years has your firm been in business? _____ years

What are your firm's annual gross receipts?

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$500,001 - \$1,000,000 |
| <input type="checkbox"/> 1,000,001 - \$2,000,000 | <input type="checkbox"/> \$2,000,001 - \$5,000,000 |
| <input type="checkbox"/> \$5,000,001 or above | |

Submitted by: _____
(Print Name)

(Signature)

(Title)

(Date)

Contractors List Information

(page 2 of 2)

- * A disadvantaged business firm is defined as a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over \$750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 9

City of Wichita Procurement Certifications

The Contractor _____ hereby certifies that:

- A. The contractor has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above contractor) to solicit or secure this Agreement.
- B. The contractor has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The contractor has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)
- D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.
 - 1) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities: in accordance with its instruction.

City of Wichita Procurement Certifications

(page 2 of 2)

E. Conflict of Interest

The contractor certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The contractor shall use due diligence to ensure employees, Board Members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2013, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Starkey, Inc. (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2013, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.
9. No Third Party Beneficiaries: It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third-

party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. Non-Discrimination. HPI shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

STARKEY, INC.

Carl Brewer, Mayor

Colin McKenney, CEO

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

APPENDIX A
GENERAL CONTRACTUAL PROVISIONS FOR CONTRACTOR

ARTICLE 1: AUTHORITY TO CONTRACT

1.1 Affirmation Of Legal Authority

The Contractor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation

Corporations, limited liability companies, or other forms of business requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. A corporation shall furnish a copy of its corporate resolution evidencing the authority to sign this Agreement, executed by the corporation's secretary or president.

ARTICLE 2: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that the Contractor is acting as an independent contractor in providing the services and performing the duties provided for by this Agreement. The Contractor is, at all times, acting as an independent contractor and not as an officer, agent, or employee of the City. As an independent contractor, the Contractor, and employees of the Contractor, will not be within the protection or coverage of City's worker's compensation insurance, subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall the Contractor, and employees of the Contractor, be entitled to any current or future benefits provided to employees of the City. Further, the City shall not be responsible for withholding of social security, federal, and/or state income tax or unemployment compensation from payments made by the City to the Contractor.

ARTICLE 3: SCOPE OF SERVICES

3.1 Purpose

It is mutually agreed by and between City and Contractor that the purposes of this Agreement are for the Contractor to efficiently provide eligible passengers a level of curb-to-curb paratransit service which is substantially equivalent to the curb-to-curb paratransit service presently operated by Wichita Transit, all under the terms and conditions described in this Agreement, and to provide Wichita Transit those operating statistics required for federal reporting. If the present volume of service provided by the Contractor pursuant to this Agreement substantially increases or decreases, the Parties agree to negotiate reasonable modifications to this Agreement (which may include termination of this Agreement). The Parties also agree that Contractor shall only provide service, which is compensable under this Agreement, during Wichita Transit regular weekday operating hours.

The Parties agree that the terms of this Agreement apply only to purchased rides for eligible passengers, which are referred to Contractor by Wichita Transit for service during normal weekday operating hours and conditions. To the extent that Contractor provides transportation services to

persons who may otherwise be eligible passengers (whether as a part of Contractor's programs or otherwise) outside of such hours, Contractor may do so upon the terms and conditions acceptable to Contractor, and such services are outside the scope of this Agreement.

3.2 Special Needs Of Eligible Passengers

All eligible passengers have one or more disabilities that preclude their use of regular fixed route transit. Many will require special assistance when boarding or leaving the paratransit vehicle. The Contractor shall be responsible for assuring that all drivers are capable, competent, courteous and sensitive to these special needs.

ARTICLE 4: GENERAL PROVISIONS

4.1 Definitions

- A. Unit Of Service – One one-way trip equals one unit of service per eligible passenger. A round-trip taken by an eligible passenger equals two units of service. A unit of service is the basis for subsidy reimbursement.
- B. Eligible Passenger(S) – Individuals who are certified and approved as ADA paratransit eligible by Wichita Transit, both ambulatory and nonambulatory.
- C. Personal Care Attendant (PCA) – A person who has been approved to ride free of charge with an eligible passenger for the purpose of providing the passenger with assistance. Qualified drivers employed by the Contractor may act as a PCA for eligible passengers who are also the clients of the Contractor (human service agency).
- D. Equivalent Level Of Paratransit Service – The following criteria are used to evaluate the Contractor's performance relative to the level of paratransit service operated by Wichita Transit:
 - 1. On-time performance for pick-ups. Actual pick-up times shall be evaluated relative to a 30-minute pick-up window.
 - 2. Length of time an eligible passenger spends on the paratransit vehicle. Length of time shall be evaluated relative to a 90-minute maximum ride time.
- E. No-Show – When an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window). Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "no-shows." Wichita Transit agrees to permit the Contractor to develop and enforce reasonable policies, which limit "no-shows."
- F. 30-Minute Pick-Up Window – The 30-minute timeframe provided to the eligible passenger that indicates when the paratransit vehicle has been scheduled to arrive. Vehicles arriving within the 30-minute pick-up window are considered on time.
- G. Missed Trip – When the vehicle arrives for the pick-up, at a time after the end of the 30-minute pick-up window, and the client does not board the van. Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "missed trips".
- H. Passenger Fare – For eligible passengers, the amount of money that the Contractor may collect from an eligible passenger with respect to a unit of service. Pursuant to subsection 9.4(D) of this Agreement, the appropriate passenger fare will be assumed by the Parties to

have been retained by the Contractor as partial payment. As required by The ADA, the passenger fare charged or collected from eligible passengers shall not be more than twice the price of the regular Wichita Transit bus fare.

- I. Referred Ada Trip - A subscription service ride request referred to an agency by Wichita Transit. Possible Contractor acceptance of a referred trip is provided for in subsection of 9.4(C) of this Agreement.
- J. Subscription Service – A trip to the same place at the same time at least twice a week for a minimum period of 30 days.
- K. Unless otherwise indicated, all references to time periods, which are measured in “days,” shall be deemed to refer to a day of ordinary operation for Wichita Transit.

4.2 Service Area

All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Wichita.

4.3 Passenger Eligibility

The City, acting through Wichita Transit, shall establish a procedure to determine eligible passengers. No person shall be transported under this Agreement who has not first been determined by the City as eligible for the service.

4.4 Laws To Be Observed [Reserved]

ARTICLE 5: PERSONNEL

5.1 Qualified Personnel

The Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. Except as provided in Section 6.3 below, such personnel shall not be employees of or have any other contractual relationship with the City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

5.2 Minimum Wages [Reserved]

5.3 Employee Conflict Of Interest

The Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5.4 Employee Background Checks

The parties to this Agreement recognize that those entities or persons providing government funded services are subject to public scrutiny. Consequently, by entering into this Agreement, the Contractor assumes an affirmative and ongoing duty during the term of this Agreement to

guarantee and maintain compliance with requirements set forth in Subsection 5.5 below. Such compliance will require the use of Contractor customary criminal background checks, and such other background checks as may be reasonably requested by Wichita Transit from time to time, upon all personnel or agents providing services pursuant to this Agreement, or administering the funds conveyed under this Agreement.

5.5 Participant Safeguard

The Contractor certifies that none of its employees are:

- A. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to provide services, administer this Agreement, or handle the funds conveyed under this Agreement;
- B. Persons convicted of any sex offenses, crimes against children, or crimes of violence toward persons during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to interact in any way with persons served pursuant to this Agreement; and
- C. Persons convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to operate a vehicle in which an eligible passenger is provided transportation pursuant to this Agreement. For purposes of this section, “serious traffic offense shall not include any offense deemed a “traffic infraction” under K.S.A. 8-2116 and 8-2118.
- D. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to the City’s Law Department. The Department of Law’s decision shall be final for purposes of compliance with this Agreement. The term “conviction” shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and diversions appearing on the driving records maintained by the Kansas Department of Revenue.

ARTICLE 6: PROHIBITION OF CONFLICT OF INTEREST

6.1 Interest Of Public Officials And Others

No officer or employee of the City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person’s personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested. Nor shall any officer or employee of the City or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2 Interest Of Contractor [Reserved]

6.3 Employee Conflicts

If either party becomes aware of situations in which a) an employee of the City shall also be an employee of the Contractor at the time of the Agreement, b) an employee of the Contractor seeks additional / alternative employment with the City during term of the Agreement, or c) an employee of the City seeks additional / alternative employment with the Contractor during term of the Agreement, such party shall immediately provide written notice of such situations to the other party. The City shall make every effort to assure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to the Contractor or Contractor's competitors.

ARTICLE 7: FUNDING / CASH BASIS AND BUDGET LAWS

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

ARTICLE 8: REPORTS, RECORDS AND INSPECTION

8.1 Documentation Of Costs

Proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges shall support all costs incurred by the Contractor for which the Contractor purports to be entitled to reimbursement. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

8.2 Maintenance Of Records

Except as otherwise authorized by the City, the Contractor shall retain such documentation as listed in subsections 8.1 and 8.3 for a period of not less than three (3) years after the close of the calendar year which contains the time period to which a monthly billing relates. This is the case unless City notifies Contractor in writing of an action, including but not limited to, litigation or audit resolution proceedings, which necessitates maintenance of records beyond the minimum three (3)-year period.

8.3 Reports

During the term of this Agreement, the Contractor shall furnish reports and information to the City substantially in the form attached hereto as Exhibit 1. If the Contractor fails to provide all required reports in a timely, complete and accurate manner, the City may withhold payments to the Contractor until such time as all reports are furnished. Exhibit 1 is deemed to satisfactorily address the reporting requirements for subsections (A) through (K) below. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit). However, Contractor shall report all applicable types of rides provided to such passenger (i.e., if one or more of the categories set forth in subsections G,

H, I, and J below applies to a passenger, then Contractor shall report the ride under each applicable category).

A. Complaint Records

The Contractor agrees to maintain complete records of all complaints received regarding service provided under this Agreement. The Contractor agrees to submit a service complaint report each time a request for reimbursement is submitted. Such report shall identify the general nature of complaints received during the billing period along with any actions taken by the Contractor. The Contractor agrees that complaint records used to prepare complaint reports are subject to review by the City to ensure the accuracy and validity of information reported.

B. Financial And Operating Data

The Contractor shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.

C. On-Time Performance And Trip Length Records

For the purpose of determining if the Contractor is providing a level of paratransit service equivalent to that provided by Wichita Transit, the Contractor agrees to maintain records of on-time performance and trip length for all eligible passengers provided paratransit service under this Agreement. The Contractor agrees to submit an on-time performance and trip length report each time a request for billing is submitted. For the billing period, the report shall identify the percentage of pick-ups occurring before, during, and after the 30-minute pick-up window and the number of trips involving an eligible passenger ride of 90 minutes or greater. The Contractor agrees that on-time performance and trip length records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

D. Alcohol And Drug Test Reports

The Contractor agrees to submit to the City an annual report that identifies the Contractor's efforts to comply with FTA and U.S. DOT requirements for pre-employment, post-accident and random alcohol and drug testing of safety sensitive employees. The annual alcohol and drug testing report shall be submitted by January 30th following the close of the year to which it relates.

E. No-Show Records

For the purpose of eliminating trips referrals involving a passenger who demonstrates a pattern of "no-showing" for trips, the Contractor agrees to maintain records of no-shows recorded by passengers provided paratransit service under this Agreement. The Contractor agrees to submit a no-show report each time a request for billing is submitted. For the billing period, the report shall identify the number of no-shows per eligible passenger and the dates on which no-shows were recorded. The Contractor agrees that no-show records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

F. Missed Trips

For the purpose of reporting "missed trips," the Contractor agrees to maintain records of missed trips affecting passengers who are provided paratransit service under this Agreement. The Contractor agrees to submit a missed trip report each time a request for billing is

submitted. For the billing period, the report shall identify the number of missed trips affecting eligible passengers and the dates on which missed trips were experienced. The Contractor agrees that missed trip records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

G. ADA Rides

In order to ensure that rides provided pursuant to this Agreement are provided to eligible passengers and that operating statistics needed for federal reporting are provided, the following is required:

1. Pursuant to subsection 9.1(B) of this Agreement, each month, the Contractor shall submit an alphabetical listing of those persons who have been provided service during the month who the Contractor has reported as being an eligible passenger (approved by Wichita Transit as ADA paratransit eligible).
2. Wichita Transit will check the names on the list against the database of persons who have been granted ADA paratransit eligibility. Wichita Transit will provide the Contractor with the names of those individuals who have not been determined as ADA paratransit eligible.
3. After receipt of the names of nonADA eligible persons, the Contractor may assist the subject individuals with completion of an ADA paratransit eligibility application or shall, in the future, discontinue reporting them as eligible passengers on monthly billing.

H. Access To Jobs Trips

In order to report the number of rides funded through the Access to Jobs program, and pursuant to 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program.

I. Peak Hour Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number of rides provided to eligible passengers between 6:00 AM and 10:00 AM and between 2:00 PM and 6:00 PM.

J. Ambulatory / Wheelchair Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number rides provided to ambulatory persons and the number or rides provided to persons using a wheelchair or similar mobility device.

K. New Freedom Trips

In order to report the number of rides funded through the New Freedom Program, and pursuant to subsection 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program. The parties acknowledge that the federal record keeping and reporting requirements under the New Freedom Program have not yet been developed. City agrees to inform Contractor of such requirements when City becomes aware of them. The parties agree to develop reasonable procedures under this Agreement to satisfy such requirements.

8.5 Availability Of Records

During the time period set forth in Section 8.2 above, the Contractor agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions.

8.6 Right To Inspect All Work, Equipment And Materials

The Contractor shall permit the City or any authorized representative of the City's Director of Transit to inspect all work, equipment and materials with regard to the provision of service under this Agreement during Contractor's normal business hours, upon reasonable advance notice.

8.7 Right To Observe Operations

The City reserves the right to observe operations by the Contractor pursuant to this Agreement at any reasonable time, i.e., maintenance, sensitivity training, loading and unloading eligible passengers, etc.

- A. If any observed operations are deemed defective by the City, the City shall notify the Contractor in writing of such defect.
- B. Upon receipt of a written notice of defect, the Contractor has 10 days to investigate the defect and provide reports to the City.
- C. The response shall include a copy of the City's notice of defect, together with a written statement of any corrective action taken, and shall be subject to the City's reasonable approval.
- D. If corrective actions are reasonably satisfactory, the City will advise the Contractor within 10 days. Otherwise, the City will notify the Contractor of the continuing defect within such 10-day period, and the City has an additional five (5) days to remedy the defect and failure to do so may be considered as a breach of this Agreement.

8.8 Confidentiality

Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible passenger records.

ARTICLE 9: METHOD OF BILLING AND PAYMENT

9.1 Billing Procedures

Contractor agrees that billings and payments made under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City. After receipt of billing, payment shall be made as soon as procedures allow.

A. Monthly Billing

A monthly billing system will be used, and all billing, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period.

B. Billing Content

All billings shall be substantially in the form of Exhibit 1. In addition, Wichita Transit may require copies of daily vehicle manifests to be submitted with monthly billing that indicate passenger pick up windows for eligible passengers and the actual time of vehicle arrival for passenger boarding. If Wichita Transit requires the submitting of daily vehicle manifests, trips provided to eligible passengers shall be highlighted on the manifests to make them easily differentiated from trips provided to persons who have not been granted ADA paratransit eligibility. If the Contractor is providing billable rides under the Access to Jobs program, those rides shall be totaled on the monthly billing. If the Contractor is providing billable Access to Jobs rides, Wichita Transit may require documents describing pick-up and drop-off locations. Documents should be kept on file for Wichita Transit to review if requested. All documentation of capital costs is required with the monthly billings.

C. Billing Procedure
[Reserved]

D. Rate Of Reimbursement

Transportation reimbursements will be made on a unit of service basis pursuant to this Agreement. The reimbursement per unit of service for trips provided pursuant to this Agreement shall be \$6.20 per ambulatory person and \$10.50 per person who use a wheelchair or similar mobility device. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit).

Wichita Transit requests the costs for the Access to Jobs (JARC) rides be listed and subtracted from the total eligible rides. The eligible Access to Jobs costs are to be reimbursed as JARC. Wichita Transit requests the costs for capital including maintenance and depreciation be listed and subtracted from the total eligible rides. The eligible capital costs are to be reimbursed as capital cost of contracting. Only the total amount equal to the eligible ADA rides at the appropriate rate will be reimbursed by Wichita Transit and includes JARC and capital costs of contracting reimbursement. If either JARC or capital cost of contracting are no longer requested by Wichita Transit, the Contractor will be notified.

E. Review Of Reimbursement Rates

The amount of reimbursement per unit of service will be reviewed during the last six months of 2013 and may be subject to revision starting January 1, 2014. Any change in the reimbursement rate must be agreed to in writing by all Parties prior to implementation.

F. No Show Trips And Missed Trips
[Reserved]

9.2 Support Documentation

Billing shall be supported with the documentation described above in Section 9.1.

9.3 Reimbursement Restrictions

Payments shall be made to the Contractor only for items and services authorized by this Agreement. The City reserves the right to disallow reimbursement for any item or service, which is not authorized by this Agreement.

Service By Contractor

A. General

Service is to be provided by the Contractor in a prompt and courteous manner. Passengers must be determined ADA paratransit-eligible before the Contractor provides paratransit rides pursuant to this Agreement. Passengers are to be picked up within a 30-minute pick-up window, and the unit of service or one-way trip shall not last longer than 90 minutes. If circumstances dictate that the aforementioned conditions cannot reasonably be met, the Contractor shall make note of the incident and reference it as part of the on-time performance or trip length reports discussed in subsection 8.3(C). As discussed in subsection 8.3(A) of this Agreement, the Contractor is to provide the City a complaints report.

B. Back-Up System

The Contractor must have a reasonable back-up system in place to ensure that eligible passengers are not stranded.

C. Acceptance Of Rides Referred By The City

When referred by the City, and upon reasonable notice, the Contractor agrees to accept ride requests by persons who are not already persons served by the Contractor.

D. Collection Of Fare From Eligible Passengers

To the extent required in Section 4.1(H), the Contractor shall collect and retain the standard ADA paratransit fare from eligible passengers.

E. Alcohol And Drug Testing

The Contractor shall comply with the federal drug and alcohol regulations as set forth in Appendix B of this Agreement. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Contractor positions that perform duties under the terms of this Agreement.

F. Vehicle Specifications

All vehicles used in service pursuant to this Agreement shall be equipped with a two-way radio or other acceptable telecommunications device (including, but not limited to, cell phones) and shall, at all times, be maintained in a reasonable operating condition and shall be kept in clean and comfortable condition for the transportation of eligible passengers. Vehicles used to transport eligible passengers who use a wheelchair shall be equipped with an operable wheelchair lift or ramp. Regardless of the manner in which a vehicle is equipped, all rides will be compensated at the applicable ambulatory or nonambulatory rate under Section 9.1.D, as the case may be. Compliance with vehicle specifications shall be subject to regular monitoring by the City or the designated representative of Wichita Transit.

G. ADA Compliance

The Contractor must be in compliance with the federal Americans with Disabilities Act (ADA) requirements.

- C. If the City consents to the use of subcontractors, the Contractor shall remain fully responsible for all obligations of this Agreement, including indemnification of the City for all actions by subcontractors.

ARTICLE 13: TERMINATION OF AGREEMENT

13.1 Termination For Cause

If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement or if either party violates any of the terms, covenants, conditions, or stipulations of this Agreement, the non-breaching party may terminate this Agreement by giving at least 10 days written termination notice to the breaching party. Such notice of termination shall specify the specific breach(s) and the date of the termination.

In the event of termination, such information prepared by the Contractor to carry out this Agreement, including data, studies, surveys, records, drawings, maps, and reports shall, continue to be made available to the City in accordance with Article 8 above. The Contractor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

In spite of the above, the Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor are determined.

13.2 Termination Of Agreement On Other Grounds

Either party, upon 30 days written notice, may terminate this Agreement for any reason whatsoever. Written notice must state the effective date of the termination.

13.3 Expiration Of Contract Term

Subject to earlier termination as provided in Sections 13.1 and 13.2 above, this Agreement shall extend until December 31, 2013. If the Parties do not have a negotiated renewal agreement completed on or before that date, this Agreement shall continue under the last agreed terms on a month-to-month basis.

ARTICLE 14: NOTIFICATION

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, registered or certified mail (return receipt requested) or by means of telefacsimile or telecopier. Notices delivered in person or sent via telefacsimile or telecopier shall be effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be effective forty-eight hours after the date said notice is postmarked to the addressee.

Contractor: City of Wichita – Wichita Transit
Attn: Steve Spade, Director
Address: 777 E. Waterman
Phone: (316) 352-4805
Fax: (316) 337-9287

Vendor: Contractor Name: Starkey, Inc.
Attn: Colin McKenney
Address: 4500 W. Maple
Phone: 942-4221

ARTICLE 15: MISCELLANEOUS

- 15.1 The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy provide by this Agreement, shall not be construed as a future waiver or relinquishment of such term, provision, option, right or remedy. A waiver by either party of any term or provision of this Agreement shall not be deemed to have been made unless submitted in writing and signed by the waiving party.
- 15.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their permitted successors and assigns.
- 15.3 In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, the invalid provision shall automatically be considered amended so as to conform to all applicable legal requirements. If the invalidity cannot be cured by amendment, the invalid provision shall be considered stricken and deleted. In either case, the validity or enforceability of the remaining provision of this Agreement shall remain intact.
- 15.4 Both parties to this Agreement represent and agree that (i) they have reviewed all aspects of this Agreement, (ii) they have been given the opportunity to review this Agreement with counsel, and (iii) they have carefully read and fully understand all provisions of this Agreement.
- 15.5 The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in the Agreement or its attached appendixes is deemed void. The Parties are free to negotiate, mediate, or litigate any dispute between them.

Wichita Transit Subrecipient Monthly Reporting

Month: _____ FY: _____

Agency Name: _____

Person filling out report: _____

Title: _____ Phone: _____

Ridership:

Billable to Wichita Transit

*ADA Pre-Certified Rides _____

*JARC Rides (Must be ADA eligible, as well) _____

Total Ridership _____

Peak Hour Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers during peak times?

Morning Peak		Afternoon Peak	
ADA Rides	JARC Rides	ADA Rides	JARC Rides

Wheelchair / Ambulatory Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers who use a wheelchair or similar mobility device and how many rides were provided to eligible passengers who are ambulatory?

Total ADA Rides Provided	Number of ADA <i>Ambulatory</i> Rides	Number of ADA <i>Wheelchair</i> Rides

Total JARC Rides Provided	Number of JARC <i>Ambulatory</i> Rides	Number of JARC <i>Wheelchair</i> Rides

Missed Trip Information: (ADA billable rides only)

Name Of Person	Number Of Missed Trips	Missed Trip Dates

No Show Information: (ADA billable rides only)

Name Of Person	Number Of No-Shows	No-Show Dates

On-Time Performance And Trip Length: (ADA billable rides only)

What was your on-time performance for the reporting period?

Early Arrival %	On Time %	Late Arrival %

Number of Passenger Trips over 90 minutes: _____

Percent (%) of Trips over 90 minutes: _____

Complaint Reporting: (ADA billable rides only)

Reason For Complaint	Number Of Incidents During Reporting Period
Late arrival	
Early arrival	
Length of time on van	
Driver rudeness	
Other	

Any Action Taken on Complaints

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Passenger Fares Collected: (ADA billable rides only)

What is the dollar value of passenger fares collected during the reporting period?

The number of ADA passenger trips _____ times \$3.50 = \$ _____

Total Costs: (ADA/JARC billable rides only)

Costs breakdown:

Administration Expense: \$ _____

Operations Expense: \$ _____

Maintenance Expense: \$ _____

Net contract expenditures: (ADA/JARC billable rides only) \$ _____

(Note: The subrecipient should collect fares from clients to offset their operational costs to provide these rides. The net contract expenditures are the **Total Costs** minus **ADA Fares Collected** from the clients for the rides provided).

NTD Data: (ADA/JARC billable rides only)

In order to meet Federal Reporting requirements, the data below is needed to provide WT information to complete the NTD Monthly/Yearly report.

	line 21	line 03	line 04	line 06	line11
	Number of Days Operated	Time Service Begins	Time Service Ends	Vehicles In Operation	Total <i>Actual</i> Miles Operated
Weekdays					

	line12	line 12a	line 14	line 15	line 15a
	Total <i>Actual</i> Vehicle Revenue Miles (VRM)	Total Deadhead Miles (auto calc)	Total <i>Actual</i> Vehicle Hours	Total <i>Actual</i> Vehicle Revenue Hours (VRH)	Total Deadhead Hours (auto calc)
Weekdays		0			0

	line 18	line 20
	Unlinked Passenger Trips (UPT)	Passenger Miles Traveled (PMT)
Weekdays		

This last section is for all other rides provided by your agency (other than ADA/JARC pre-approved rides). Also, WT would like to know the maintenance data for your entire fleet and not just those vehicles that you use to provide the ADA/JARC rides.

Ridership:

Not Billable to Wichita Transit

*Non-ADA Rides (includes Medical Rides, JARC rides not Reimbursed by WT) _____

*New Freedom rides _____

Total Other Rides Provided _____

Maintenance Statistics

PM's Scheduled: _____

PM's Completed: _____

Total Chargeable Road Calls: _____

Total Accidents: _____

End of Statistical Reporting

(Wichita Transit can supply an Excel spreadsheet for this report to you if needed)

Appendix B
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION (FTA)

FTA REQUIRED CONTRACT CLAUSES

**THE FOLLOWING TERMS AND CONDITIONS ARE
INCORPORATED HEREIN BY REFERENCE AND MADE A PART
OF ANY CONTRACT**

FTA REQUIRED CONTRACT CLAUSES

Bolded items are required and therefore included in this document. “N/A” indicates items that are not included because they are not required.

1	Drug and Alcohol	
2	Buy America	
3	Charter Bus Requirements	N/A
4	School Bus Requirements	N/A
5	Cargo Preferences	N/A
6	SEISMIC SAFETY REQUIREMENTS (A&E FOR NEW BUILDINGS AND ADDITIONS) – See Note #3	
7	ENERGY CONSERVATION REQUIREMENTS	
8	CLEAN WATER REQUIREMENTS (greater than \$100,000) – See Note #1	
9	Bus Testing	
10	Pre-Award and Post-Delivery Audits Requirements	N/A
11	LOBBYING (greater than \$100,000) – See Note #1	
12	ACCESS TO RECORDS AND REPORTS	
13	FEDERAL CHANGES	
14	Bonding Requirements	N/A
15	CLEAN AIR REQUIREMENTS (greater than \$100,000) – See Note #1	
16	Recycled Products	N/A
17	Davis Bacon Act	N/A
18	Contract Work Hours and Safety Standards Act	N/A

19	Copeland Anti-Kickback Act	N/A
20	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	
21	FALSE OR FRAUDULENT STATEMENTS OR CLAIMS	
22	TERMINATION (greater than \$10,000) – See Note #7	
23	GOVERNMENT- WIDE DEBARMENT AND SUSPENSION (greater than or equal to \$25,000) – See Note #12	
24	PRIVACY ACT – See Note #8	
25	CIVIL RIGHTS REQUIREMENTS	
26	BREACHES AND DISPUTE RESOLUTION (greater than \$100,000) – See Note #1	
27	PATENT AND RIGHTS DATA (greater than \$100,000) – See Note #1	
28	Transit Employee Protective Agreements	
29	DISADVANTAGED BUSINESS ENTERPRISES (DBE)	
30	STATE AND LOCAL LAW DISCLAIMER	
31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATIVE (FTA) TERMS	
32	FLY AMERICA - See Note #10	
33	Transit Vehicle Manufacturer’s Certification	N/A
34	ENVIRONMENTAL PROTECTION	
35	ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA)	
36	NOTIFICATION OF FEDERAL PARTICIPATION (greater than \$500,000) – See Note #11	
37	CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (ITS PROJECTS ONLY)	

Number Notes referenced on Previous Pages:

1. Contracts over \$100,000
2. Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels
3. Constructions of new buildings or additions to existing buildings
4. All contracts for items designated by the EPA, when the purchaser or contractors procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year
5. Contracts over \$2,000
6. Contracts over \$2,500
7. Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000
8. When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier
9. Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information
10. Applies ONLY to contracts involving international air transportation of persons or materials
11. Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000
12. Applies ONLY to contracts for services valued at or to exceed \$25,000

Required Federal Clauses for Professional Services

5.1 Seismic Safety Requirements

(Applies to New Building Construction and Additions to Existing Buildings)

The recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

5.2 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.

5.3 Clean Water Requirements

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.4 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the purchaser.

5.5 Access To Records

Contracts exceeding \$100,000

- A. The contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 19.48, the contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- C. Where any purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain same until the purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. FTA does not require the inclusion of these requirements in subcontracts.

5.6 Federal Changes

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

5.7 Clean Air Requirements

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

5.8 No Government Obligation To Third Parties

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

5.9 Program Fraud And False Or Fraudulent Statements And Related Acts

- A. 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.

- B. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- C. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.10 Termination

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

- A. **Termination for Convenience (General Provision)** The purchaser may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government'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 purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.
- B. **Termination for Default [Breach or Cause] (General Provision)** If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, 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 purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchaser that the 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 the contractor, the purchaser, after setting up a new delivery of 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 purchaser 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 will state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to the purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by the contractor of written notice from the purchaser setting forth the nature of said breach or default, the purchaser 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 purchaser from also pursuing all available remedies against the contractor and its sureties for said breach or default.

- D. **Waiver of Remedies for any Breach** In the event that the purchaser elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this contract, such waiver by the purchaser shall not limit the purchaser's 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 purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the recipient 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will 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 the termination had been issued for the convenience of the purchaser.

- 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will 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 purchaser's goods, the contractor shall, upon direction of the purchaser, protect and preserve the goods until surrendered to the purchaser or its agent. The contractor and the purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will 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 the termination had been issued for the convenience of the purchaser.

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

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

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The contractor, within [10] days from the beginning of any delay, notifies the purchaser in writing of the causes of delay. If in the judgment of the purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the purchaser 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 the termination had been issued for the convenience of the purchaser.

- I. **Termination for Convenience or Default (Architect and Engineering)** The (purchaser) may terminate this contract in whole or in part, for the purchaser's convenience or because of the failure of the contractor to fulfill the contract

obligations. The purchaser 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 the contracting officer 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 the purchaser, the contracting officer 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, the purchaser may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the purchaser.

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 the purchaser.

- J. **Termination for Convenience of Default (Cost-Type Contracts)** The purchaser may terminate this contract, or any portion of it, by serving a notice or termination on the contractor. The notice shall state whether the termination is for convenience of the purchaser or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from the purchaser, or property supplied to the contractor by the purchaser. If the termination is for default, the purchaser may fix the fee, if the contract provides for a fee, to be paid 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 purchaser and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of the purchaser, the 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 purchaser 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 purchaser, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination of convenience.

5.11 Government-Wide Debarment And Suspension

“Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over \$100,000)”

Instructions for Certification

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

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

- B. The prospective lower tier participant shall provide immediate written notice to the purchaser if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the purchaser for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the purchaser.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

- F. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.12 Privacy Act

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that the information could be retrieved by personal identifier.

The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

5.13 Civil Rights Requirements

The following requirements apply to the underlying contract:

- A. 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by 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.
 - 2) 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.
 - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions

of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- C. 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.

5.14 Breaches And Dispute Resolution

Contracts exceeding \$100,000

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the purchaser's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the purchaser, the 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time 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 the purchaser and the 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 state in which the purchaser is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available there under 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 the purchaser, (architect) or the 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 there under, except as may be specifically agreed in writing.

5.15 Patent And Rights In Data

Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) Except for its own internal use, the purchaser or the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the purchaser or the contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the purchaser or contractor using Federal assistance in whole or in part provided by FTA.
- c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the purchaser and the contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) however, does not apply to adaptations of automatic data processing equipment or programs for the purchaser or the contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d) Unless prohibited by state law, upon request by the Federal Government, the purchaser and the contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the purchaser or the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the purchaser nor the contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f) Data developed by the purchaser or the contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the purchaser or the contractor identifies that data in writing at the time of delivery of the contract work.

- g) Unless FTA determines otherwise, the contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 4) The contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the purchaser and the contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- 3) The contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in whole or in part with Federal assistance provided by FTA.

5.16 Disadvantages Business Enterprises (DBE)

The Federal Fiscal Year goal has been set by the purchaser in an attempt to match projected procurements with available qualified disadvantaged businesses. The purchaser's goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the purchaser as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

- A. Policy - It is the policy of the Department of Transportation and the City of Wichita / Wichita Transit that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987, apply to this contract.

The contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the purchaser to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the purchaser's procurement activities are encouraged.

- B. DBE Obligation – The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and the subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all the contractors and the subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- C. Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliance and in breach of contract.
- D. The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the purchaser's DBE program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the purchaser and will be submitted to the state upon request.
- E. The purchaser will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
 - Available listing of Minority Assistance Agencies
 - Holding bid conferences to emphasize requirements
- 1) DBE Program Definitions, as used in the contract:
 - 2) Disadvantage business “means a small business concern”:
 - 3) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - 4) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 5) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - 6) Whose management and daily business operations are controlled by one or more women individuals who own it.
 - 7) “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
 - 8) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other

- minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- 9) “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
 - 10) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 11) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 12) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
 - 13) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

5.17 State And Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the purchaser’s procurement documents, the grantees should consult with their local attorney.

5.18 Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.

5.19 Fly America

Applies ONLY to contracts involving international air transportation of persons or material.

The contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

5.20 Environmental Protection

The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

5.21 Access Requirements For Persons With Disabilities (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses 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 those policies. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19;
- G. 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;

- H. 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; and
- I. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

5.22 Notification Of Federal Participation

The recipient agrees that FTA will provide Federal assistance for the project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the “Maximum FTA Amount Approved,” set forth in the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated in accordance with the Maximum Percentage(s) of FTA Participation,” as may be modified by the Conditions of Award or other Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA’s responsibility to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The “Estimated Total Eligible Cost” in the Grant Agreement or Cooperative Agreement for the Project is the basis on which FTA determines the “Maximum FTA Amount Awarded.”

- A. “Net Project Cost”. For any project required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as identified by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for that portion of the project that cannot reasonably be financed from the recipient’s revenues, *i.e.*, “Net Project Cost” of the project. Therefore, the agreement is the “Estimated Net Project Cost” and forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.
- B. Other Basis of FTA Participation. For any project not required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for all or part of the total project cost that is eligible for Federal assistance. Therefore, the amount stated as “Estimated Total Eligible Cost” on the Grant Agreement or Cooperative Agreement for the project forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.

5.23 Conformance With Its National Architecture

To the extent applicable, the recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

ATTACHMENTS

ATTACHMENT 1

Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

(page 1 of 2)

The contractor _____ certifies to the best of its knowledge and belief, that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or The City of Wichita;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

If the contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

Primary Participant Debarment and Suspension

(page 2 of 2)

The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 31 U.S.C. § 3801, et seq., are applicable thereto.

(Signature of Authorized Official)

(Title)

The undersigned chief legal counsel for _____ (the potential contractor) hereby certifies that the _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

(Signature of Applicant's Attorney)

(Date)

ATTACHMENT 2
Debarment and Suspension Certification
(Lower Tier Covered Transaction)

The contractor certifies, by submission of this contract, that neither it nor its “principals” as defined at 40 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

If the prospective lower tier proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing and “X” in the following space:
_____.

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor’s Authorized Official)

(Name and Title of Contractor’s Authorized Official)

ATTACHMENT 3
Certification of Restrictions on Lobbying
(page 1 of 2)

I, _____, hereby certify that I am authorized to execute
(Name of Contractor's Authorized Official)

this certification, and, to the best of my knowledge after due diligent inquiry, on behalf of

_____ that:
(Name of Contractor)

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Restrictions on Lobbying

(page 2 of 2)

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 4

DBE Certification

I, _____, hereby certify to the best of my knowledge
(Name of Contractor's Authorized Official)

on behalf of _____ that _____
(Name of Contractor) (Name of Contractor)

has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 5
Non-Discrimination / Equal Employment Opportunity
Affirmative Action Program Requirements
(page 1 of 2)

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001, et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
 - A. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

 - B. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

 - C. Upon request, inform the Kansas Human Rights Commission and / or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

 - D. Contractor shall include the provisions of Paragraphs (a), (b), (c) and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

 - E. EXEMPTED from these requirements are:
 - 1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

 - 2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contracts.

Acknowledgment Of Equal Employment Opportunity Proposal Procedures

(page 2 of 2)

- 3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- F. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and / or any law, regulation or amendments as may be promulgated there under.
4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1979 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions claimed: Four (4) Employees or Less; Federal Contract; Contract less than \$5,000.00

_____ Number of Employees

_____ Company Name

_____ Federal Contract

_____ Company Address and Telephone

ATTACHMENT 6

Workforce Distribution Form

(page 1 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

MALE EMPLOYEES						(6) Totals of Columns 2-5 (Total Male Minority Employees)
(1)	(2)	(3)	(4)	(5)		
Job Categories	White	Black	Hispanic	American. Indian or Alaskan. Native	Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 2 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

FEMALE EMPLOYEES						(12) Totals of Columns 7-11 (Total Female Minority Employees)
(7)	(8)	(9)	(10)	(11)		
Job Categories	White	Black	Hispanic	American. Indian or Alaskan. Native	Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 3 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

Job Categories	(13) Totals of Columns 6 and 12 ----- TOTAL MINORITY EMPLOYEES	(14) Total Employees with Disabilities	(15) Total Vietnam Veterans or Disabled Veterans	(16) Totals of Columns 1-6 & Columns 7-11 ----- TOTAL EMPLOYEES
Officials and Managers				
Professionals				
Technicians				
Sales Workers				
Office and Clerical				
Craftsman (Skilled)				
Operatives (Semi-Skilled)				
Laborers (Unskilled)				
Service Maintenance Workers				
TOTAL				
Total Reported from previous report, if any				
Part-time or Temporary				

ATTACHMENT 7

Joint Venture Form

(page 1 of 4)

This form is to be completed ONLY if the contractor is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this **Statement of Joint Venture** in the name of and on behalf of such contractor for the purposes herein set forth:

The following named contractor:

1. _____ ; _____ ; _____
 Individual Partnership Corporation
2. _____ ; _____ ; _____
 Individual Partnership Corporation
3. _____ ; _____ ; _____
 Individual Partnership Corporation
4. _____ ; _____ ; _____
 Individual Partnership Corporation

Each of who have entered into a **Joint Venture** for the purpose of carrying on the work hereinafter described.

Under the provisions of such **Joint Venture** the assets of each of the contractor named, and in the case of any contractor so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such **Joint Venture**, and liable therefore and for all obligations incurred in connection therewith.

The **Statement of Joint Venture** is executed so that the named contractor may under such **Joint Venture** proposal upon the work herein mentioned and they may, if the successful proposer therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the **Joint Venture** and when so executed shall

Joint Venture Form

(page 2 of 4)

bind this **Joint Venture** and each and every contractor named herein, severally and jointly. Simultaneous with the execution of the contract, the **Joint Venturers** shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as **Joint Venturers**, we bind the contractor for whom we respectively execute this **Statement of Joint Venture** in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

Subscribed and sworn before me, this _____ day of _____, 20____

(A) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(B) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(C) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(D) _____ By _____
(Name of Contractor) (type or print name of signer)

Joint Venture Form
(page 3 of 4)

TO BE EXECUTED BY EACH JOINT VENTURER

Authorization and designation of respective affiants to the Statement of Joint Venture hereto attached to act for and on behalf of the CONTRACTORS named herein:

(A) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(B) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

Joint Venture Form
(page 4 of 4)

(C) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(D) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

ATTACHMENT8

Contractors List Information

(page 1 of 2)

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) * contractors and subcontractors who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: _____

Address: _____

Are you a DBE firm? YES NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? YES NO

How many years has your firm been in business? _____ years

What are your firm's annual gross receipts?

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$500,001 - \$1,000,000 |
| <input type="checkbox"/> 1,000,001 - \$2,000,000 | <input type="checkbox"/> \$2,000,001 - \$5,000,000 |
| <input type="checkbox"/> \$5,000,001 or above | |

Submitted by: _____
(Print Name)

(Signature)

(Title)

(Date)

Contractors List Information

(page 2 of 2)

- * A disadvantaged business firm is defined as a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over \$750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 9

City of Wichita Procurement Certifications

The Contractor _____ hereby certifies that:

- A. The contractor has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above contractor) to solicit or secure this Agreement.
- B. The contractor has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The contractor has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)
- D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.
 - 1) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities: in accordance with its instruction.

City of Wichita Procurement Certifications

(page 2 of 2)

E. Conflict of Interest

The contractor certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The contractor shall use due diligence to ensure employees, Board Members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2013, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Catholic Charities (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2013, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.
9. No Third Party Beneficiaries: It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third-

party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. Non-Discrimination. HPI shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

CATHOLIC CHARITIES

Carl Brewer, Mayor

Melissa Grelinger, Interim Director

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

APPENDIX A
GENERAL CONTRACTUAL PROVISIONS FOR CONTRACTOR

ARTICLE 1: AUTHORITY TO CONTRACT

1.1 Affirmation Of Legal Authority

The Contractor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation

Corporations, limited liability companies, or other forms of business requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. A corporation shall furnish a copy of its corporate resolution evidencing the authority to sign this Agreement, executed by the corporation's secretary or president.

ARTICLE 2: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that the Contractor is acting as an independent contractor in providing the services and performing the duties provided for by this Agreement. The Contractor is, at all times, acting as an independent contractor and not as an officer, agent, or employee of the City. As an independent contractor, the Contractor, and employees of the Contractor, will not be within the protection or coverage of City's worker's compensation insurance, subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall the Contractor, and employees of the Contractor, be entitled to any current or future benefits provided to employees of the City. Further, the City shall not be responsible for withholding of social security, federal, and/or state income tax or unemployment compensation from payments made by the City to the Contractor.

ARTICLE 3: SCOPE OF SERVICES

3.1 Purpose

It is mutually agreed by and between City and Contractor that the purposes of this Agreement are for the Contractor to efficiently provide eligible passengers a level of curb-to-curb paratransit service which is substantially equivalent to the curb-to-curb paratransit service presently operated by Wichita Transit, all under the terms and conditions described in this Agreement, and to provide Wichita Transit those operating statistics required for federal reporting. If the present volume of service provided by the Contractor pursuant to this Agreement substantially increases or decreases, the Parties agree to negotiate reasonable modifications to this Agreement (which may include termination of this Agreement). The Parties also agree that Contractor shall only provide service, which is compensable under this Agreement, during Wichita Transit regular weekday operating hours.

The Parties agree that the terms of this Agreement apply only to purchased rides for eligible passengers, which are referred to Contractor by Wichita Transit for service during normal weekday operating hours and conditions. To the extent that Contractor provides transportation services to

persons who may otherwise be eligible passengers (whether as a part of Contractor's programs or otherwise) outside of such hours, Contractor may do so upon the terms and conditions acceptable to Contractor, and such services are outside the scope of this Agreement.

3.2 Special Needs Of Eligible Passengers

All eligible passengers have one or more disabilities that preclude their use of regular fixed route transit. Many will require special assistance when boarding or leaving the paratransit vehicle. The Contractor shall be responsible for assuring that all drivers are capable, competent, courteous and sensitive to these special needs.

ARTICLE 4: GENERAL PROVISIONS

4.1 Definitions

- A. Unit Of Service – One one-way trip equals one unit of service per eligible passenger. A round-trip taken by an eligible passenger equals two units of service. A unit of service is the basis for subsidy reimbursement.
- B. Eligible Passenger(S) – Individuals who are certified and approved as ADA paratransit eligible by Wichita Transit, both ambulatory and nonambulatory.
- C. Personal Care Attendant (PCA) – A person who has been approved to ride free of charge with an eligible passenger for the purpose of providing the passenger with assistance. Qualified drivers employed by the Contractor may act as a PCA for eligible passengers who are also the clients of the Contractor (human service agency).
- D. Equivalent Level Of Paratransit Service – The following criteria are used to evaluate the Contractor's performance relative to the level of paratransit service operated by Wichita Transit:
 - 1. On-time performance for pick-ups. Actual pick-up times shall be evaluated relative to a 30-minute pick-up window.
 - 2. Length of time an eligible passenger spends on the paratransit vehicle. Length of time shall be evaluated relative to a 90-minute maximum ride time.
- E. No-Show – When an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window). Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "no-shows." Wichita Transit agrees to permit the Contractor to develop and enforce reasonable policies, which limit "no-shows."
- F. 30-Minute Pick-Up Window – The 30-minute timeframe provided to the eligible passenger that indicates when the paratransit vehicle has been scheduled to arrive. Vehicles arriving within the 30-minute pick-up window are considered on time.
- G. Missed Trip – When the vehicle arrives for the pick-up, at a time after the end of the 30-minute pick-up window, and the client does not board the van. Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "missed trips".
- H. Passenger Fare – For eligible passengers, the amount of money that the Contractor may collect from an eligible passenger with respect to a unit of service. Pursuant to subsection 9.4(D) of this Agreement, the appropriate passenger fare will be assumed by the Parties to

have been retained by the Contractor as partial payment. As required by The ADA, the passenger fare charged or collected from eligible passengers shall not be more than twice the price of the regular Wichita Transit bus fare.

- I. Referred Ada Trip - A subscription service ride request referred to an agency by Wichita Transit. Possible Contractor acceptance of a referred trip is provided for in subsection of 9.4(C) of this Agreement.
- J. Subscription Service – A trip to the same place at the same time at least twice a week for a minimum period of 30 days.
- K. Unless otherwise indicated, all references to time periods, which are measured in “days,” shall be deemed to refer to a day of ordinary operation for Wichita Transit.

4.2 Service Area

All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Wichita.

4.3 Passenger Eligibility

The City, acting through Wichita Transit, shall establish a procedure to determine eligible passengers. No person shall be transported under this Agreement who has not first been determined by the City as eligible for the service.

4.4 Laws To Be Observed [Reserved]

ARTICLE 5: PERSONNEL

5.1 Qualified Personnel

The Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. Except as provided in Section 6.3 below, such personnel shall not be employees of or have any other contractual relationship with the City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

5.2 Minimum Wages [Reserved]

5.3 Employee Conflict Of Interest

The Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5.4 Employee Background Checks

The parties to this Agreement recognize that those entities or persons providing government funded services are subject to public scrutiny. Consequently, by entering into this Agreement, the Contractor assumes an affirmative and ongoing duty during the term of this Agreement to guarantee and maintain compliance with requirements set forth in Subsection 5.5 below. Such

compliance will require the use of Contractor customary criminal background checks, and such other background checks as may be reasonably requested by Wichita Transit from time to time, upon all personnel or agents providing services pursuant to this Agreement, or administering the funds conveyed under this Agreement.

5.5 Participant Safeguard

The Contractor certifies that none of its employees are:

- A. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to provide services, administer this Agreement, or handle the funds conveyed under this Agreement;
- B. Persons convicted of any sex offenses, crimes against children, or crimes of violence toward persons during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to interact in any way with persons served pursuant to this Agreement; and
- C. Persons convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to operate a vehicle in which an eligible passenger is provided transportation pursuant to this Agreement. For purposes of this section, “serious traffic offense shall not include any offense deemed a “traffic infraction” under K.S.A. 8-2116 and 8-2118.
- D. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to the City’s Law Department. The Department of Law’s decision shall be final for purposes of compliance with this Agreement. The term “conviction” shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and diversions appearing on the driving records maintained by the Kansas Department of Revenue.

ARTICLE 6: PROHIBITION OF CONFLICT OF INTEREST

6.1 Interest Of Public Officials And Others

No officer or employee of the City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person’s personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested. Nor shall any officer or employee of the City or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2 Interest Of Contractor [Reserved]

6.3 Employee Conflicts

If either party becomes aware of situations in which a) an employee of the City shall also be an employee of the Contractor at the time of the Agreement, b) an employee of the Contractor seeks additional / alternative employment with the City during term of the Agreement, or c) an employee of the City seeks additional / alternative employment with the Contractor during term of the Agreement, such party shall immediately provide written notice of such situations to the other party. The City shall make every effort to assure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to the Contractor or Contractor's competitors.

ARTICLE 7: FUNDING / CASH BASIS AND BUDGET LAWS

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

ARTICLE 8: REPORTS, RECORDS AND INSPECTION

8.1 Documentation Of Costs

Proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges shall support all costs incurred by the Contractor for which the Contractor purports to be entitled to reimbursement. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

8.2 Maintenance Of Records

Except as otherwise authorized by the City, the Contractor shall retain such documentation as listed in subsections 8.1 and 8.3 for a period of not less than three (3) years after the close of the calendar year which contains the time period to which a monthly billing relates. This is the case unless City notifies Contractor in writing of an action, including but not limited to, litigation or audit resolution proceedings, which necessitates maintenance of records beyond the minimum three (3)-year period.

8.3 Reports

During the term of this Agreement, the Contractor shall furnish reports and information to the City substantially in the form attached hereto as Exhibit 1. If the Contractor fails to provide all required reports in a timely, complete and accurate manner, the City may withhold payments to the Contractor until such time as all reports are furnished. Exhibit 1 is deemed to satisfactorily address the reporting requirements for subsections (A) through (K) below. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit). However, Contractor shall report all applicable types of rides provided to such passenger (i.e., if one or more of the categories set forth in subsections G,

H, I, and J below applies to a passenger, then Contractor shall report the ride under each applicable category).

A. Complaint Records

The Contractor agrees to maintain complete records of all complaints received regarding service provided under this Agreement. The Contractor agrees to submit a service complaint report each time a request for reimbursement is submitted. Such report shall identify the general nature of complaints received during the billing period along with any actions taken by the Contractor. The Contractor agrees that complaint records used to prepare complaint reports are subject to review by the City to ensure the accuracy and validity of information reported.

B. Financial And Operating Data

The Contractor shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.

C. On-Time Performance And Trip Length Records

For the purpose of determining if the Contractor is providing a level of paratransit service equivalent to that provided by Wichita Transit, the Contractor agrees to maintain records of on-time performance and trip length for all eligible passengers provided paratransit service under this Agreement. The Contractor agrees to submit an on-time performance and trip length report each time a request for billing is submitted. For the billing period, the report shall identify the percentage of pick-ups occurring before, during, and after the 30-minute pick-up window and the number of trips involving an eligible passenger ride of 90 minutes or greater. The Contractor agrees that on-time performance and trip length records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

D. Alcohol And Drug Test Reports

The Contractor agrees to submit to the City an annual report that identifies the Contractor's efforts to comply with FTA and U.S. DOT requirements for pre-employment, post-accident and random alcohol and drug testing of safety sensitive employees. The annual alcohol and drug testing report shall be submitted by January 30th following the close of the year to which it relates.

E. No-Show Records

For the purpose of eliminating trips referrals involving a passenger who demonstrates a pattern of "no-showing" for trips, the Contractor agrees to maintain records of no-shows recorded by passengers provided paratransit service under this Agreement. The Contractor agrees to submit a no-show report each time a request for billing is submitted. For the billing period, the report shall identify the number of no-shows per eligible passenger and the dates on which no-shows were recorded. The Contractor agrees that no-show records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

F. Missed Trips

For the purpose of reporting "missed trips," the Contractor agrees to maintain records of missed trips affecting passengers who are provided paratransit service under this Agreement. The Contractor agrees to submit a missed trip report each time a request for billing is

submitted. For the billing period, the report shall identify the number of missed trips affecting eligible passengers and the dates on which missed trips were experienced. The Contractor agrees that missed trip records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

G. ADA Rides

In order to ensure that rides provided pursuant to this Agreement are provided to eligible passengers and that operating statistics needed for federal reporting are provided, the following is required:

1. Pursuant to subsection 9.1(B) of this Agreement, each month, the Contractor shall submit an alphabetical listing of those persons who have been provided service during the month who the Contractor has reported as being an eligible passenger (approved by Wichita Transit as ADA paratransit eligible).
2. Wichita Transit will check the names on the list against the database of persons who have been granted ADA paratransit eligibility. Wichita Transit will provide the Contractor with the names of those individuals who have not been determined as ADA paratransit eligible.
3. After receipt of the names of nonADA eligible persons, the Contractor may assist the subject individuals with completion of an ADA paratransit eligibility application or shall, in the future, discontinue reporting them as eligible passengers on monthly billing.

H. Access To Jobs Trips

In order to report the number of rides funded through the Access to Jobs program, and pursuant to 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program.

I. Peak Hour Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number of rides provided to eligible passengers between 6:00 AM and 10:00 AM and between 2:00 PM and 6:00 PM.

J. Ambulatory / Wheelchair Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number rides provided to ambulatory persons and the number or rides provided to persons using a wheelchair or similar mobility device.

K. New Freedom Trips

In order to report the number of rides funded through the New Freedom Program, and pursuant to subsection 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program. The parties acknowledge that the federal record keeping and reporting requirements under the New Freedom Program have not yet been developed. City agrees to inform Contractor of such requirements when City becomes aware of them. The parties agree to develop reasonable procedures under this Agreement to satisfy such requirements.

8.5 Availability Of Records

During the time period set forth in Section 8.2 above, the Contractor agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions.

8.6 Right To Inspect All Work, Equipment And Materials

The Contractor shall permit the City or any authorized representative of the City's Director of Transit to inspect all work, equipment and materials with regard to the provision of service under this Agreement during Contractor's normal business hours, upon reasonable advance notice.

8.7 Right To Observe Operations

The City reserves the right to observe operations by the Contractor pursuant to this Agreement at any reasonable time, i.e., maintenance, sensitivity training, loading and unloading eligible passengers, etc.

- A. If any observed operations are deemed defective by the City, the City shall notify the Contractor in writing of such defect.
- B. Upon receipt of a written notice of defect, the Contractor has 10 days to investigate the defect and provide reports to the City.
- C. The response shall include a copy of the City's notice of defect, together with a written statement of any corrective action taken, and shall be subject to the City's reasonable approval.
- D. If corrective actions are reasonably satisfactory, the City will advise the Contractor within 10 days. Otherwise, the City will notify the Contractor of the continuing defect within such 10-day period, and the City has an additional five (5) days to remedy the defect and failure to do so may be considered as a breach of this Agreement.

8.8 Confidentiality

Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible passenger records.

ARTICLE 9: METHOD OF BILLING AND PAYMENT

9.1 Billing Procedures

Contractor agrees that billings and payments made under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City. After receipt of billing, payment shall be made as soon as procedures allow.

A. Monthly Billing

A monthly billing system will be used, and all billing, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period.

B. Billing Content

All billings shall be substantially in the form of Exhibit 1. In addition, Wichita Transit may require copies of daily vehicle manifests to be submitted with monthly billing that indicate passenger pick up windows for eligible passengers and the actual time of vehicle arrival for passenger boarding. If Wichita Transit requires the submitting of daily vehicle manifests, trips provided to eligible passengers shall be highlighted on the manifests to make them easily differentiated from trips provided to persons who have not been granted ADA paratransit eligibility. If the Contractor is providing billable rides under the Access to Jobs program, those rides shall be totaled on the monthly billing. If the Contractor is providing billable Access to Jobs rides, Wichita Transit may require documents describing pick-up and drop-off locations. Documents should be kept on file for Wichita Transit to review if requested. All documentation of capital costs is required with the monthly billings.

C. Billing Procedure
[Reserved]

D. Rate Of Reimbursement

Transportation reimbursements will be made on a unit of service basis pursuant to this Agreement. The reimbursement per unit of service for trips provided pursuant to this Agreement shall be \$6.20 per ambulatory person and \$10.50 per person who use a wheelchair or similar mobility device. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit).

Wichita Transit requests the costs for the Access to Jobs (JARC) rides be listed and subtracted from the total eligible rides. The eligible Access to Jobs costs are to be reimbursed as JARC. Wichita Transit requests the costs for capital including maintenance and depreciation be listed and subtracted from the total eligible rides. The eligible capital costs are to be reimbursed as capital cost of contracting. Only the total amount equal to the eligible ADA rides at the appropriate rate will be reimbursed by Wichita Transit and includes JARC and capital costs of contracting reimbursement. If either JARC or capital cost of contracting are no longer requested by Wichita Transit, the Contractor will be notified.

E. Review Of Reimbursement Rates

The amount of reimbursement per unit of service will be reviewed during the last six months of 2013 and may be subject to revision starting January 1, 2014. Any change in the reimbursement rate must be agreed to in writing by all Parties prior to implementation.

F. No Show Trips And Missed Trips
[Reserved]

9.2 Support Documentation

Billing shall be supported with the documentation described above in Section 9.1.

9.3 Reimbursement Restrictions

Payments shall be made to the Contractor only for items and services authorized by this Agreement. The City reserves the right to disallow reimbursement for any item or service, which is not authorized by this Agreement.

Service By Contractor

A. General

Service is to be provided by the Contractor in a prompt and courteous manner. Passengers must be determined ADA paratransit-eligible before the Contractor provides paratransit rides pursuant to this Agreement. Passengers are to be picked up within a 30-minute pick-up window, and the unit of service or one-way trip shall not last longer than 90 minutes. If circumstances dictate that the aforementioned conditions cannot reasonably be met, the Contractor shall make note of the incident and reference it as part of the on-time performance or trip length reports discussed in subsection 8.3(C). As discussed in subsection 8.3(A) of this Agreement, the Contractor is to provide the City a complaints report.

B. Back-Up System

The Contractor must have a reasonable back-up system in place to ensure that eligible passengers are not stranded.

C. Acceptance Of Rides Referred By The City

When referred by the City, and upon reasonable notice, the Contractor agrees to accept ride requests by persons who are not already persons served by the Contractor.

D. Collection Of Fare From Eligible Passengers

To the extent required in Section 4.1(H), the Contractor shall collect and retain the standard ADA paratransit fare from eligible passengers.

E. Alcohol And Drug Testing

The Contractor shall comply with the federal drug and alcohol regulations as set forth in Appendix B of this Agreement. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Contractor positions that perform duties under the terms of this Agreement.

F. Vehicle Specifications

All vehicles used in service pursuant to this Agreement shall be equipped with a two-way radio or other acceptable telecommunications device (including, but not limited to, cell phones) and shall, at all times, be maintained in a reasonable operating condition and shall be kept in clean and comfortable condition for the transportation of eligible passengers. Vehicles used to transport eligible passengers who use a wheelchair shall be equipped with an operable wheelchair lift or ramp. Regardless of the manner in which a vehicle is equipped, all rides will be compensated at the applicable ambulatory or nonambulatory rate under Section 9.1.D, as the case may be. Compliance with vehicle specifications shall be subject to regular monitoring by the City or the designated representative of Wichita Transit.

G. ADA Compliance

The Contractor must be in compliance with the federal Americans with Disabilities Act (ADA) requirements.

9.5 Billing Reimbursement Limits

In order for the City of Wichita to maintain budget constraints, it is necessary to place a annual reimbursement limit for all agencies providing services for Wichita Transit. This is a “not to exceed” monetary value on reimbursement requests, as stated in section 9.1, subsection D. “Rate of Reimbursement” of this agreement. Once these reimbursement limits have been reached by each agency, Wichita Transit will no longer continue to reimburse for rides above said limit.

Catholic Charities’ total annual reimbursement is an amount not to exceed \$ 78,000.

ARTICLE 10: LICENSES AND PERMITS

- A. The Contractor shall procure and maintain all permits, licenses, certifications, bonds and insurance required by federal, state or local authority for carrying out this Agreement.
- B. The Contractor shall maintain workers compensation insurance in amounts not less than minimum statutory requirements.
- C. The Contractor shall notify the City immediately if any required license, permit, bond or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may be the basis for immediate termination of this Agreement by the City.

ARTICLE 11: INSURANCE

The Contractor shall provide to the City a Certificate of Insurance evidencing comprehensive general liability, professional liability, and comprehensive automobile liability coverage in the following minimum amounts:

- A. Bodily Injury \$500,000 each occurrence
- B. Property Damage \$500,000 each occurrence
- C. Bodily Injury \$500,000 each person
- D. Bodily Injury
 (owned, not owned, hired, renter or otherwise)
 - 1. Bodily Injury \$500,000 each accident
 - 2. Property Damage \$500,000 each accident
- E. Workers Compensation As statutorily required

ARTICLE 12: SUBCONTRACTING

- A. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City.
- B. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

- C. If the City consents to the use of subcontractors, the Contractor shall remain fully responsible for all obligations of this Agreement, including indemnification of the City for all actions by subcontractors.

ARTICLE 13: TERMINATION OF AGREEMENT

13.1 Termination For Cause

If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement or if either party violates any of the terms, covenants, conditions, or stipulations of this Agreement, the non-breaching party may terminate this Agreement by giving at least 10 days written termination notice to the breaching party. Such notice of termination shall specify the specific breach(s) and the date of the termination.

In the event of termination, such information prepared by the Contractor to carry out this Agreement, including data, studies, surveys, records, drawings, maps, and reports shall, continue to be made available to the City in accordance with Article 8 above. The Contractor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

In spite of the above, the Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor are determined.

13.2 Termination Of Agreement On Other Grounds

Either party, upon 30 days written notice, may terminate this Agreement for any reason whatsoever. Written notice must state the effective date of the termination.

13.3 Expiration Of Contract Term

Subject to earlier termination as provided in Sections 13.1 and 13.2 above, this Agreement shall extend until December 31, 2013. If the Parties do not have a negotiated renewal agreement completed on or before that date, this Agreement shall continue under the last agreed terms on a month-to-month basis.

ARTICLE 14: NOTIFICATION

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, registered or certified mail (return receipt requested) or by means of telefacsimile or telecopier. Notices delivered in person or sent via telefacsimile or telecopier shall be effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be effective forty-eight hours after the date said notice is postmarked to the addressee.

Contractor: City of Wichita – Wichita Transit
Attn: Steve Spade, Director
Address: 777 E. Waterman
Phone: 352-4805

Vendor: Contractor Name: Catholic Charities
Attn: Melissa Grelinger
Address: 532 N. Broadway
Phone: 264-8344

ARTICLE 15: MISCELLANEOUS

- 15.1 The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy provide by this Agreement, shall not be construed as a future waiver or relinquishment of such term, provision, option, right or remedy. A waiver by either party of any term or provision of this Agreement shall not be deemed to have been made unless submitted in writing and signed by the waiving party.
- 15.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their permitted successors and assigns.
- 15.3 In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, the invalid provision shall automatically be considered amended so as to conform to all applicable legal requirements. If the invalidity cannot be cured by amendment, the invalid provision shall be considered stricken and deleted. In either case, the validity or enforceability of the remaining provision of this Agreement shall remain intact.
- 15.4 Both parties to this Agreement represent and agree that (i) they have reviewed all aspects of this Agreement, (ii) they have been given the opportunity to review this Agreement with counsel, and (iii) they have carefully read and fully understand all provisions of this Agreement.
- 15.5 The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in the Agreement or its attached appendixes is deemed void. The Parties are free to negotiate, mediate, or litigate any dispute between them.

Wichita Transit Subrecipient Monthly Reporting

Month: _____ FY: _____

Agency Name: _____

Person filling out report: _____

Title: _____ Phone: _____

Ridership:

Billable to Wichita Transit

*ADA Pre-Certified Rides _____

*JARC Rides (Must be ADA eligible, as well) _____

Total Ridership _____

Peak Hour Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers during peak times?

Morning Peak		Afternoon Peak	
ADA Rides	JARC Rides	ADA Rides	JARC Rides

Wheelchair / Ambulatory Rides: (ADA/JARC billable rides only)

How many rides were provided to eligible passengers who use a wheelchair or similar mobility device and how many rides were provided to eligible passengers who are ambulatory?

Total ADA Rides Provided	Number of ADA <i>Ambulatory</i> Rides	Number of ADA <i>Wheelchair</i> Rides

Total JARC Rides Provided	Number of JARC <i>Ambulatory</i> Rides	Number of JARC <i>Wheelchair</i> Rides

Missed Trip Information: (ADA billable rides only)

Name Of Person	Number Of Missed Trips	Missed Trip Dates

No Show Information: (ADA billable rides only)

Name Of Person	Number Of No-Shows	No-Show Dates

On-Time Performance And Trip Length: (ADA billable rides only)

What was your on-time performance for the reporting period?

Early Arrival %	On Time %	Late Arrival %

Number of Passenger Trips over 90 minutes: _____

Percent (%) of Trips over 90 minutes: _____

Complaint Reporting: (ADA billable rides only)

Reason For Complaint	Number Of Incidents During Reporting Period
Late arrival	
Early arrival	
Length of time on van	
Driver rudeness	
Other	

Any Action Taken on Complaints

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Name of Client: _____

Nature of Complaint:

Action taken:

Passenger Fares Collected: (ADA billable rides only)

What is the dollar value of passenger fares collected during the reporting period?

The number of ADA passenger trips _____ times \$3.50 = \$ _____

Total Costs: (ADA/JARC billable rides only)

Costs breakdown:

Administration Expense: \$ _____

Operations Expense: \$ _____

Maintenance Expense: \$ _____

Net contract expenditures: (ADA/JARC billable rides only) \$ _____

(Note: The subrecipient should collect fares from clients to offset their operational costs to provide these rides. The net contract expenditures are the **Total Costs** minus **ADA Fares Collected** from the clients for the rides provided).

NTD Data: (ADA/JARC billable rides only)

In order to meet Federal Reporting requirements, the data below is needed to provide WT information to complete the NTD Monthly/Yearly report.

	line 21	line 03	line 04	line 06	line11
	Number of Days Operated	Time Service Begins	Time Service Ends	Vehicles In Operation	Total <i>Actual</i> Miles Operated
Weekdays					

	line12	line 12a	line 14	line 15	line 15a
	Total <i>Actual</i> Vehicle Revenue Miles (VRM)	Total Deadhead Miles (auto calc)	Total <i>Actual</i> Vehicle Hours	Total <i>Actual</i> Vehicle Revenue Hours (VRH)	Total Deadhead Hours (auto calc)
Weekdays		0			0

	line 18	line 20
	Unlinked Passenger Trips (UPT)	Passenger Miles Traveled (PMT)
Weekdays		

This last section is for all other rides provided by your agency (other than ADA/JARC pre-approved rides). Also, WT would like to know the maintenance data for your entire fleet and not just those vehicles that you use to provide the ADA/JARC rides.

Ridership:

Not Billable to Wichita Transit

*Non-ADA Rides (includes Medical Rides, JARC rides not Reimbursed by WT) _____

*New Freedom rides _____

Total Other Rides Provided _____

Maintenance Statistics

PM's Scheduled: _____

PM's Completed: _____

Total Chargeable Road Calls: _____

Total Accidents: _____

End of Statistical Reporting

(Wichita Transit can supply an Excel spreadsheet for this report to you if needed)

Appendix B
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION (FTA)

FTA REQUIRED CONTRACT CLAUSES

**THE FOLLOWING TERMS AND CONDITIONS ARE
INCORPORATED HEREIN BY REFERENCE AND MADE A PART
OF ANY CONTRACT**

FTA REQUIRED CONTRACT CLAUSES

Bolded items are required and therefore included in this document. “N/A” indicates items that are not included because they are not required.

1	Drug and Alcohol	
2	Buy America	
3	Charter Bus Requirements	N/A
4	School Bus Requirements	N/A
5	Cargo Preferences	N/A
6	SEISMIC SAFETY REQUIREMENTS (A&E FOR NEW BUILDINGS AND ADDITIONS) – See Note #3	
7	ENERGY CONSERVATION REQUIREMENTS	
8	CLEAN WATER REQUIREMENTS (greater than \$100,000) – See Note #1	
9	Bus Testing	
10	Pre-Award and Post-Delivery Audits Requirements	N/A
11	LOBBYING (greater than \$100,000) – See Note #1	
12	ACCESS TO RECORDS AND REPORTS	
13	FEDERAL CHANGES	
14	Bonding Requirements	N/A
15	CLEAN AIR REQUIREMENTS (greater than \$100,000) – See Note #1	
16	Recycled Products	N/A
17	Davis Bacon Act	N/A
18	Contract Work Hours and Safety Standards Act	N/A

19	Copeland Anti-Kickback Act	N/A
20	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	
21	FALSE OR FRAUDULENT STATEMENTS OR CLAIMS	
22	TERMINATION (greater than \$10,000) – See Note #7	
23	GOVERNMENT- WIDE DEBARMENT AND SUSPENSION (greater than or equal to \$25,000) – See Note #12	
24	PRIVACY ACT – See Note #8	
25	CIVIL RIGHTS REQUIREMENTS	
26	BREACHES AND DISPUTE RESOLUTION (greater than \$100,000) – See Note #1	
27	PATENT AND RIGHTS DATA (greater than \$100,000) – See Note #1	
28	Transit Employee Protective Agreements	
29	DISADVANTAGED BUSINESS ENTERPRISES (DBE)	
30	STATE AND LOCAL LAW DISCLAIMER	
31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATIVE (FTA) TERMS	
32	FLY AMERICA - See Note #10	
33	Transit Vehicle Manufacturer's Certification	N/A
34	ENVIRONMENTAL PROTECTION	
35	ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA)	
36	NOTIFICATION OF FEDERAL PARTICIPATION (greater than \$500,000) – See Note #11	
37	CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (ITS PROJECTS ONLY)	

Number Notes referenced on Previous Pages:

1. Contracts over \$100,000
2. Applies ONLY to contracts for equipment, vehicles, materials, or commodities which may be transported by ocean vessels
3. Constructions of new buildings or additions to existing buildings
4. All contracts for items designated by the EPA, when the purchaser or contractors procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year
5. Contracts over \$2,000
6. Contracts over \$2,500
7. Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000
8. When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier
9. Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information
10. Applies ONLY to contracts involving international air transportation of persons or materials
11. Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000
12. Applies ONLY to contracts for services valued at or to exceed \$25,000

Required Federal Clauses for Professional Services

5.1 Seismic Safety Requirements

(Applies to New Building Construction and Additions to Existing Buildings)

The recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

5.2 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.

5.3 Clean Water Requirements

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.4 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the purchaser.

5.5 Access To Records

Contracts exceeding \$100,000

- A. The contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 19.48, the contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- C. Where any purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain same until the purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. FTA does not require the inclusion of these requirements in subcontracts.

5.6 Federal Changes

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

5.7 Clean Air Requirements

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

5.8 No Government Obligation To Third Parties

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

5.9 Program Fraud And False Or Fraudulent Statements And Related Acts

- A. 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.

- B. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- C. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.10 Termination

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

- A. **Termination for Convenience (General Provision)** The purchaser may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government'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 purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.
- B. **Termination for Default [Breach or Cause] (General Provision)** If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, 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 purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchaser that the 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 the contractor, the purchaser, after setting up a new delivery of 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 purchaser 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 will state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to the purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by the contractor of written notice from the purchaser setting forth the nature of said breach or default, the purchaser 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 purchaser from also pursuing all available remedies against the contractor and its sureties for said breach or default.

- D. **Waiver of Remedies for any Breach** In the event that the purchaser elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this contract, such waiver by the purchaser shall not limit the purchaser's 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 purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the recipient 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will 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 the termination had been issued for the convenience of the purchaser.

- 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 purchaser may terminate this contract for default. The purchaser shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will 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 purchaser's goods, the contractor shall, upon direction of the purchaser, protect and preserve the goods until surrendered to the purchaser or its agent. The contractor and the purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will 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 the termination had been issued for the convenience of the purchaser.

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

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

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The contractor, within [10] days from the beginning of any delay, notifies the purchaser in writing of the causes of delay. If in the judgment of the purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the purchaser 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 the termination had been issued for the convenience of the purchaser.

- I. **Termination for Convenience or Default (Architect and Engineering)** The **(purchaser)** may terminate this contract in whole or in part, for the purchaser's convenience or because of the failure of the contractor to fulfill the contract

obligations. The purchaser 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 the contracting officer 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 the purchaser, the contracting officer 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, the purchaser may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the purchaser.

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 the purchaser.

- J. **Termination for Convenience of Default (Cost-Type Contracts)** The purchaser may terminate this contract, or any portion of it, by serving a notice or termination on the contractor. The notice shall state whether the termination is for convenience of the purchaser or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from the purchaser, or property supplied to the contractor by the purchaser. If the termination is for default, the purchaser may fix the fee, if the contract provides for a fee, to be paid 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 purchaser and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of the purchaser, the 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 purchaser 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 purchaser, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination of convenience.

5.11 Government-Wide Debarment And Suspension

“Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over \$100,000)”

Instructions for Certification

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

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

- B. The prospective lower tier participant shall provide immediate written notice to the purchaser if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the purchaser for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the purchaser.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

- F. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.12 Privacy Act

When a contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that the information could be retrieved by personal identifier.

The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

5.13 Civil Rights Requirements

The following requirements apply to the underlying contract:

- A. 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by 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.
 - 2) 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.
 - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions

of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- C. 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.

5.14 Breaches And Dispute Resolution

Contracts exceeding \$100,000

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the purchaser's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the purchaser, the 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time 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 the purchaser and the 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 state in which the purchaser is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available there under 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 the purchaser, (architect) or the 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 there under, except as may be specifically agreed in writing.

5.15 Patent And Rights In Data

Applies ONLY to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

- A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:
- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
 - 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) Except for its own internal use, the purchaser or the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the purchaser or the contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the purchaser or contractor using Federal assistance in whole or in part provided by FTA.
- c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the purchaser and the contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) however, does not apply to adaptations of automatic data processing equipment or programs for the purchaser or the contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- d) Unless prohibited by state law, upon request by the Federal Government, the purchaser and the contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the purchaser or the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the purchaser nor the contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f) Data developed by the purchaser or the contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the purchaser or the contractor identifies that data in writing at the time of delivery of the contract work.

- g) Unless FTA determines otherwise, the contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 4) The contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the purchaser and the contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the purchaser and the contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- 3) The contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in whole or in part with Federal assistance provided by FTA.

5.16 Disadvantages Business Enterprises (DBE)

The Federal Fiscal Year goal has been set by the purchaser in an attempt to match projected procurements with available qualified disadvantaged businesses. The purchaser's goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the purchaser as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

- A. Policy - It is the policy of the Department of Transportation and the City of Wichita / Wichita Transit that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987, apply to this contract.

The contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the purchaser to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the purchaser's procurement activities are encouraged.

- B. DBE Obligation – The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and the subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all the contractors and the subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- C. Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the purchaser may declare the contractor noncompliance and in breach of contract.
- D. The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the purchaser's DBE program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the purchaser and will be submitted to the state upon request.
- E. The purchaser will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
 - Available listing of Minority Assistance Agencies
 - Holding bid conferences to emphasize requirements
- 1) DBE Program Definitions, as used in the contract:
 - 2) Disadvantage business “means a small business concern”:
 - 3) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - 4) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 5) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - 6) Whose management and daily business operations are controlled by one or more women individuals who own it.
 - 7) “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
 - 8) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other

- minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- 9) “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
 - 10) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 11) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 12) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
 - 13) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh.

5.17 State And Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the purchaser’s procurement documents, the grantees should consult with their local attorney.

5.18 Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 purchaser requests which would cause the purchaser to be in violation of the FTA terms and conditions.

5.19 Fly America

Applies ONLY to contracts involving international air transportation of persons or material.

The contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

5.20 Environmental Protection

The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

5.21 Access Requirements For Persons With Disabilities (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses 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 those policies. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19;
- G. 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;

- H. 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; and
- I. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

5.22 Notification Of Federal Participation

The recipient agrees that FTA will provide Federal assistance for the project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the “Maximum FTA Amount Approved,” set forth in the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated in accordance with the Maximum Percentage(s) of FTA Participation,” as may be modified by the Conditions of Award or other Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA’s responsibility to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The “Estimated Total Eligible Cost” in the Grant Agreement or Cooperative Agreement for the Project is the basis on which FTA determines the “Maximum FTA Amount Awarded.”

- A. “Net Project Cost”. For any project required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as identified by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for that portion of the project that cannot reasonably be financed from the recipient’s revenues, *i.e.*, “Net Project Cost” of the project. Therefore, the agreement is the “Estimated Net Project Cost” and forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.
- B. Other Basis of FTA Participation. For any project not required by Federal law or FTA to be financed on the basis of its “Net Project Cost” as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the recipient for all or part of the total project cost that is eligible for Federal assistance. Therefore, the amount stated as “Estimated Total Eligible Cost” on the Grant Agreement or Cooperative Agreement for the project forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the project.

5.23 Conformance With Its National Architecture

To the extent applicable, the recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

ATTACHMENTS

ATTACHMENT 1

Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

(page 1 of 2)

The contractor _____ certifies to the best of its knowledge and belief, that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or The City of Wichita;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) above; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

If the contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

Primary Participant Debarment and Suspension

(page 2 of 2)

The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understand that the provisions of 31 U.S.C. § 3801, et seq., are applicable thereto.

(Signature of Authorized Official)

(Title)

The undersigned chief legal counsel for _____ (the potential contractor) hereby certifies that the _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

(Signature of Applicant's Attorney)

(Date)

ATTACHMENT 2
Debarment and Suspension Certification
(Lower Tier Covered Transaction)

The contractor certifies, by submission of this contract, that neither it nor its “principals” as defined at 40 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or the City of Wichita.

If the prospective lower tier proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing and “X” in the following space:
_____.

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor’s Authorized Official)

(Name and Title of Contractor’s Authorized Official)

ATTACHMENT 3
Certification of Restrictions on Lobbying
(page 1 of 2)

I, _____, hereby certify that I am authorized to execute
(Name of Contractor's Authorized Official)

this certification, and, to the best of my knowledge after due diligent inquiry, on behalf of

_____ that:
(Name of Contractor)

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Restrictions on Lobbying

(page 2 of 2)

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

Executed this _____ day of _____, 20____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 4

DBE Certification

I, _____, hereby certify to the best of my knowledge
(Name of Contractor's Authorized Official)

on behalf of _____ that _____
(Name of Contractor) (Name of Contractor)

has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

ATTACHMENT 5
Non-Discrimination / Equal Employment Opportunity
Affirmative Action Program Requirements
(page 1 of 2)

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001, et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
 - A. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

 - B. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

 - C. Upon request, inform the Kansas Human Rights Commission and / or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

 - D. Contractor shall include the provisions of Paragraphs (a), (b), (c) and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

 - E. EXEMPTED from these requirements are:
 - 1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

 - 2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contracts.

Acknowledgment Of Equal Employment Opportunity Proposal Procedures

(page 2 of 2)

- 3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- F. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and / or any law, regulation or amendments as may be promulgated there under.
4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1979 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions claimed: Four (4) Employees or Less; Federal Contract; Contract less than \$5,000.00

_____ Number of Employees

_____ Company Name

_____ Federal Contract

_____ Company Address and Telephone

ATTACHMENT 6

Workforce Distribution Form

(page 1 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

MALE EMPLOYEES						(6) Totals of Columns 2-5 (Total Male Minority Employees)
(1)	(2)	(3)	(4)	(5)		
Job Categories	White	Black	Hispanic	American. Indian or Alaskan. Native	Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 2 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

FEMALE EMPLOYEES						(12) Totals of Columns 7-11 (Total Female Minority Employees)
Job Categories	(7) White	(8) Black	(9) Hispanic	(10) American. Indian or Alaskan. Native	(11) Asian or Pacific. Island	
Officials and Managers						
Professionals						
Technicians						
Sales Workers						
Office and Clerical						
Craftsman (Skilled)						
Operatives (Semi-Skilled)						
Laborers (Unskilled)						
Service Maintenance Workers						
TOTAL						
Total Reported from previous report, if any						
Part-time or Temporary						

Workforce Distribution Form

(page 3 of 3)

REPORT ALL PERMANENT FULL-TIME OR PART-TIME TEMPORARY EMPLOYEES

Job Categories	(13) Totals of Columns 6 and 12 ----- TOTAL MINORITY EMPLOYEES	(14) Total Employees with Disabilities	(15) Total Vietnam Veterans or Disabled Veterans	(16) Totals of Columns 1-6 & Columns 7-11 ----- TOTAL EMPLOYEES
Officials and Managers				
Professionals				
Technicians				
Sales Workers				
Office and Clerical				
Craftsman (Skilled)				
Operatives (Semi-Skilled)				
Laborers (Unskilled)				
Service Maintenance Workers				
TOTAL				
Total Reported from previous report, if any				
Part-time or Temporary				

ATTACHMENT 7

Joint Venture Form

(page 1 of 4)

This form is to be completed ONLY if the contractor is proposing a Joint Venture and must be included with the proposal.

WE THE UNDERSIGNED BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

The contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this **Statement of Joint Venture** in the name of and on behalf of such contractor for the purposes herein set forth:

The following named contractor:

1. _____ ; _____ ; _____
 Individual Partnership Corporation
2. _____ ; _____ ; _____
 Individual Partnership Corporation
3. _____ ; _____ ; _____
 Individual Partnership Corporation
4. _____ ; _____ ; _____
 Individual Partnership Corporation

Each of who have entered into a **Joint Venture** for the purpose of carrying on the work hereinafter described.

Under the provisions of such **Joint Venture** the assets of each of the contractor named, and in the case of any contractor so named above is a partnership, the assets of the individual members of such a partnership will be available for the performance of such **Joint Venture**, and liable therefore and for all obligations incurred in connection therewith.

The **Statement of Joint Venture** is executed so that the named contractor may under such **Joint Venture** proposal upon the work herein mentioned and they may, if the successful proposer therefore, be awarded the contract for such work. Any proposal, proposed document, bond and contract relating to the work hereinafter specified shall be executed by any person authorized to bind any member of the **Joint Venture** and when so executed shall

Joint Venture Form

(page 2 of 4)

bind this **Joint Venture** and each and every contractor named herein, severally and jointly. Simultaneous with the execution of the contract, the **Joint Venturers** shall designate and appoint a project supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts of things necessary to carry out the work set forth in said contract.

In consideration of being qualified to proposal upon such work as **Joint Venturers**, we bind the contractor for whom we respectively execute this **Statement of Joint Venture** in firm agreement with The City that each of the representations herein set forth is true.

The work for which this Joint Venture has been entered into is identified as:

Subscribed and sworn before me, this _____ day of _____, 20____

(A) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(B) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(C) _____ By _____
(Name of Contractor) (type or print name of signer)

Subscribed and sworn before me, this _____ day of _____, 20____

(D) _____ By _____
(Name of Contractor) (type or print name of signer)

Joint Venture Form

(page 3 of 4)

TO BE EXECUTED BY EACH JOINT VENTURER

Authorization and designation of respective affiants to the Statement of Joint Venture hereto attached to act for and on behalf of the CONTRACTORS named herein:

(A) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(B) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)

therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

Joint Venture Form
(page 4 of 4)

(C) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

(D) _____ hereby certifies that _____
(Name of Contractor) (Name of Representative)

has been and is hereby empowered to sign the Statement of Joint Venture attached hereto as the authorized representative of _____ for the special purpose
(Name of Contractor)
therein expressed.

Attest

Date

*** SEAL NECESSARY IF CORPORATION ***

ATTACHMENT8

Contractors List Information

(page 1 of 2)

The City maintains the following information on DISADVANTAGED BUSINESS ENTERPRISES (DBE) * contractors and subcontractors who seek to provide goods or services for Federal assisted contracts.

Please complete this form and return with your proposal.

Company Name: _____

Address: _____

Are you a DBE firm? YES NO

If you are a DBE firm and are not presently certified by The City, would you like to receive a certification package? YES NO

How many years has your firm been in business? _____ years

What are your firm's annual gross receipts?

- | | |
|--|--|
| <input type="checkbox"/> Less than \$500,000 | <input type="checkbox"/> \$500,001 - \$1,000,000 |
| <input type="checkbox"/> 1,000,001 - \$2,000,000 | <input type="checkbox"/> \$2,000,001 - \$5,000,000 |
| <input type="checkbox"/> \$5,000,001 or above | |

Submitted by: _____
(Print Name)

(Signature)

(Title)

(Date)

Contractors List Information

(page 2 of 2)

- * A disadvantaged business firm is defined as a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Additionally, the person(s) meeting the criteria, as socially and economically disadvantaged, cannot have a person net value over \$750,000.00.

DBE firms are required to be certified by The City. For additional information on DBE certification, firms must contact:

Department of Finance
City of Wichita
455 N. Main
Wichita, Kansas 67202
(316) 268-4434

ATTACHMENT 9

City of Wichita Procurement Certifications

The Contractor _____ hereby certifies that:

- A. The contractor has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, an firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above contractor) to solicit or secure this Agreement.
- B. The contractor has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The contractor has not paid or agreed to pay to any firm organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)
- D. No Lobbying and Influencing Federal and / or City Employees or City Council Members.
 - 1) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, or any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities: in accordance with its instruction.

City of Wichita Procurement Certifications

(page 2 of 2)

E. Conflict of Interest

The contractor certifies that no member, officer, employee, agent, or City Council Member of the City of Wichita exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The contractor shall use due diligence to ensure employees, Board Members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Contractor's Authorized Official)

(Name and Title of Contractor's Authorized Official)

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Cutting Weeds (Districts I, II, IV and V)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Metropolitan Area Building and Construction Department bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Metropolitan Area Building and Construction Department is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments

GEO CODE NO.	PIN NO.	ADDRESS / LOCATION	AMOUNT	DISTRICT NO.
D 50474	00446685	V/L S of 1317 N Maize	\$89.00	5
D 50475	00446686	2nd V/L S of 1317 N Maize	\$125.00	5
B 03382	00122211	1101 N New York	\$120.00	1
C 02822	00138805	V/L N of 1136 N Green	\$120.00	1
C 21912	00167407	646 S Woodlawn	\$120.00	2
D 14913	00216072	1730 S Catherine	\$120.00	4

Published in the Wichita Eagle on July 12, 2013

ORDINANCE NO. 49-529

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2013:

Legal of Parcel in Benefit District

Assessment

LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	120.00
LOT 15 BLOCK 7 DOWNTAIN'S 1ST. ADD.	120.00
LOTS 112-114 GREEN ST. FAIRMOUNT PARK ADD.	120.00
LOT 1 HUNTINGTON PARK ADD.	89.00
BEG SW COR RES. B N 178.55 FT E 150.86 FT SW 119.08 FT SWLY 95.02 FT TO SLY LI RES B WLY ALG SLY LI TO BEG EASTRIDGE 3RD. ADD.	120.00
LOT 2 HUNTINGTON PARK ADD.	125.00

SECTION 2. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **9th** day of **July, 2013**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Lot Clean Up (Districts I, III, IV and V)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessment and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Metropolitan Area Building and Construction Department bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Metropolitan Area Building and Construction Department is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessment and place the ordinance on first reading.

Attachments: Property List for Special Assessment and ordinance.

Geo Code #	PIN #	Address / Location	Amount	District #
C 03051-2	139058	3107 E 13th St N	\$335.65	1
D 15842	217022	2527 W Heuett St	\$3,730.00	4
C 03300	139374	Vacant Lot South of 1738 N Lorraine	\$804.92	1
D 18333	219606	5914 W Franklin St	\$684.40	5
C 16300-1	161861	5302 E Crestview Dr	\$1,090.96	1
D 00776	199519	831 S Elizabeth Ave	\$682.00	4
C 15878	161439	1627 N Belmont Ave	\$705.59	1
C 01506-B1	137188	2011 N Kansas Ave	\$803.42	1
C 01112	136281	Vacant Lot 2 Lots S of 16th St & Ash	\$786.60	1
B 10251	130490	1502 E 16th St N	\$830.20	1
C 21047	166462	2361 N Poplar AVE	\$596.88	1
D 06815-13	207685	411 S Leonine Rd	\$402.59	4
C 01396-B	136858	1921 N Madison Ave	\$381.20	1
B 05526	124708	1900 S Washington Ave	\$597.46	3
D 61738	562977	Vacant Lot S of 10517 W Greenfield	\$902.74	4
D 03313	202691	1137 S Glenn Ave	\$1,568.99	4
D 62541	570818	3825 W Maple St	\$500.00	4

Published in the Wichita Eagle on **July 12, 2013**

ORDINANCE NO. 49-530

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOT 8 BLOCK C SOUTHERN RIDGE 4TH ADD	902.74
LOT 13 FOX-HUEY ADD.	830.20
LOT 1 BLOCK R UNIVERSITY PARK ADD.	705.59
LOTS 85-87 KANSAS AVE. PARKVIEW ADD.	803.42
LOTS 29-31 ELIZABETH AVE LAWRENCE'S 7TH ADD.	682.00
LOT 4 BLOCK 10 3RD. ADD. TO SOUTHWEST VILLAGE	3730.00
LOT 51 EXC W 3 FT FOR ROW & LOT 53 EXC W 5 FT FOR ROW ASH ST LOGAN ADD	786.60

LOT 1 BLOCK A QUIKTRIP 9TH ADD	500.00
LOTS 22-23-24 BLOCK 4 UNIVERSITY HEIGHTS ADD.	1090.96
W 25 FT E 73 FT LOTS 2-4-6-8 & E 73 FT LOTS 10-12 LORRAINE AVE. FAIRMOUNT PARK ADD.	335.65
W1/2 LOT 10 BLOCK 2 AVERY ADD.	684.40
LOTS 39-41 GLENN AVE. GARFIELD ADD.	1568.99
LOTS 28-30 MADISON AVE. STOUT'S ADD.	381.20
LOTS 146-148 WASHINGTON AVE FOREST PARK ADD.	597.46
LOTS 9-11 BLOCK 2 DUGANS ADD.	402.59
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	596.88
LOTS 74-76 LORRAINE AVE. WOODRIDGE PLACE ADD.	804.92

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **9th day of July, 2013.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
July 2, 2013

TO: Mayor and City Council

SUBJECT: Exchange of Land with Unified School District 259 at West High School
(District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the exchange.

Background: Unified School District 259 (USD 259) is in the process of replatting land located at Osage Avenue and Lincoln Street that is part of West High School. In the replatting process, it was discovered that land owned by the City of Wichita was being used by West High School and land owned by the district was being used by the City of Wichita. This land-use problem can be fixed by the City and the district exchanging quit claim deeds. Replatting of the West High School property can proceed once deeds are exchanged.

Analysis: During the preparation of surveys for the replatting, it was discovered that USD 259 owns a strip of land containing 2,439.3 square feet along Osage Avenue that is outside the property fencing and is being utilized as Osage Avenue right of way. Additionally, it was discovered that 1,356.2 square feet of land owned by the City at the corner of Osage Avenue and Lincoln Street was located within the property fence. This land is outside the boundaries of street right of way. Deeds have been prepared to exchange parcels to match ownership with use. The School District approved the exchange on June 24, 2013.

Financial Considerations: There is no cost associated with this action.

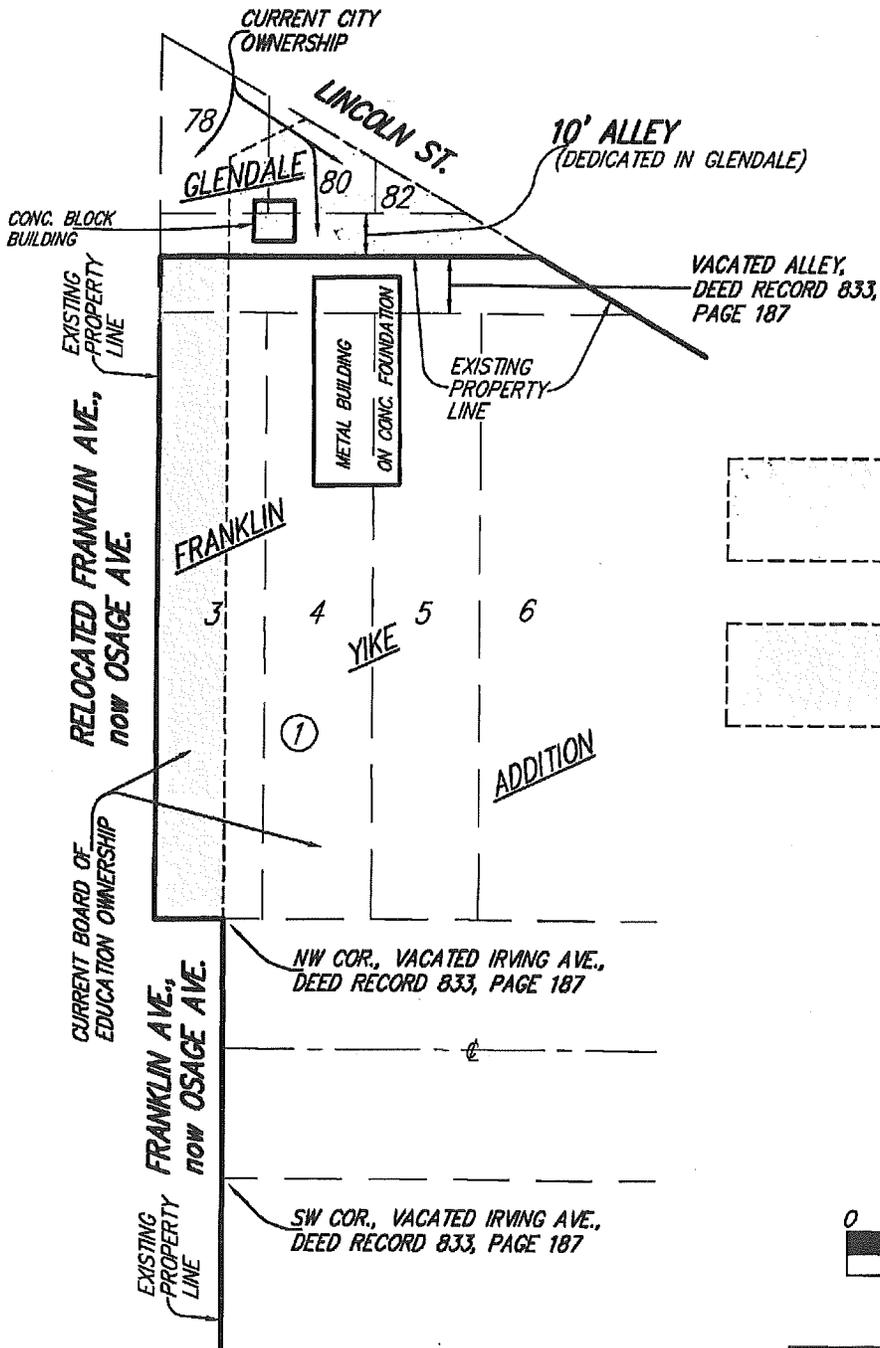
Legal Considerations: The Law Department has approved the deed as to form.

Recommendation/Action: It is recommended that the City Council approve the quit claim deed and authorize all necessary signatures.

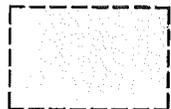
Attachments: Quit claim deed and tract map.

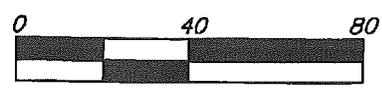
EXHIBIT

PART OF THE WEST HIGH SCHOOL ATHLETIC FIELDS



 INDICATES AREA TO BE DEEDED FROM CITY TO BOARD OF EDUCATION

 INDICATES AREA TO BE DEEDED FROM BOARD OF EDUCATION TO CITY



B Baughman Company, P.A.
 315 Ellis St., Wichita, KS 67211 P 316-262-7271 F 316-262-0149
 Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

QUIT CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2013, between **The City of Wichita, Kansas**, a municipal corporation, party of the first part, and **Unified School District No. 259, Sedgwick County, Kansas**, party of the second part.

WITNESSETH:

Party of the first part, in consideration of the sum of ONE DOLLAR, the receipt of which is hereby acknowledged, does by these presents, remise, release and quit claim, unto said party of the second part, their heirs and assigns, all of the real estate situated in the City of Wichita, County of Sedgwick and State of Kansas, described in Attachment "A" hereto, which is incorporated by reference as though fully set forth herein,

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said party of the first part had hereunto set its hand the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

State of Kansas)
) ss:
Sedgwick County)

This instrument was acknowledged, before me this _____ day of _____, 2013, by Carl Brewer, Mayor, and Karen Sublett, City Clerk, of the City of Wichita, Kansas.

Notary Public

My Appt. Expires:

Legal Description for Deed from City to BOE

That part of Lots 78, 80, and 82, on McCormick Avenue, in Glendale, an Addition to Wichita, Kansas, and that part of an alley as dedicated in said Glendale, said alley lying south of and abutting the south line of said Lots 78, 80, and 82, and Lot 84, on said McCormick Avenue, in said Glendale, (said Lots 78, 80, 82, and 84 deeded to the City of Wichita in the Deed recorded in Deed Book 388, Page 228), described as follows: Commencing at the intersection of east line of Franklin Avenue as dedicated in Franklin Yike Addition to Wichita, Kansas, (said Franklin Avenue now known as Osage Avenue), with the south line of Yike Avenue as dedicated in said Franklin Yike Addition, (said Yike Avenue now known as Irving Avenue), said intersection also being the southwest corner of that part of said Irving Avenue vacated in said Order of Vacation recorded in Deed Book 833, Page 187; thence $N00^{\circ}06'47''W$, (assumed basis of bearings), along the west line of said vacated Irving Avenue, 60.00 feet to the northwest corner of said vacated Irving Avenue, said northwest corner also being on the north line of said Yike Avenue, now Irving Avenue; thence $N89^{\circ}49'30''W$ along the north line of said Yike Avenue, now Irving Avenue, 16.00 feet to the intersection with the east line of relocated Franklin Avenue, now Osage Avenue, as established in the General Warranty Deed recorded in Deed Book 601, Page 487; thence $N00^{\circ}06'47''W$ (calculated per described information), $N00^{\circ}04'47''W$ (measured), along the east line of said relocated Franklin Avenue, now Osage Avenue, and along the west line of said vacated alley, (Deed Book 833, Page 187), 152.85 feet to the northwest corner of said vacated alley, said northwest corner also being on the south line of an alley as dedicated in Glendale, an Addition to Wichita, Kansas, said alley lying south of and abutting the south line of Lots 78, 80, 82, and 84, on McCormick Avenue, in said Glendale, said Lots 78, 80, 82, and 84 deeded to the City of Wichita in the Deed recorded in Deed Book 388, Page 228; thence $N89^{\circ}58'20''E$ along the north line of said vacated alley, (Deed Book 833, Page 187), and along the south line of the alley as dedicated in said Glendale, 16.00 feet (calculated per platted information), 15.91 feet (calculated per measured information), to the intersection with the northerly extension of the west line of said vacated Irving Avenue, (Deed Book 833, Page 187), and for a point of beginning; thence $N00^{\circ}06'47''W$ (measured), along said extended west line, 22.84

feet; thence N62°45'04"E, 19.87 feet to a point on the southwest line of Lincoln Street as described in Condemnation Case No. 59855 and Ordinance No. 9178; thence S59°47'40"E (calculated per description in said Condemnation Case No. 59855 and Ordinance No. 9178), S59°44'09"E (measured), along the southwest line of said Lincoln Street (per description in said Condemnation Case No. 59855 and Ordinance No. 9178), 63.30 feet to the intersection with the south line of the alley dedicated in said Glendale, the south line of said alley also being the north line of the alley in said Franklin Yike Addition vacated in Deed Book 833, Page 187; thence S89°58'20"W along the south line of the alley dedicated in said Glendale, (and the north line of the vacated alley, (Deed Book 833, Page 187)), 72.30 feet to the point of beginning.

Containing 1356.2 Sq. Ft., or 0.031 Acres, more or less.

CITY OF WICHITA
City Council Meeting
July 2, 2013

TO: Mayor and City Council Members
SUBJECT: Settlement of Claim
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Authorize payment of \$12,675.73 as a full settlement for all claims arising out of an automobile accident.

Background: This claim for damages arose from a March 7, 2013 automobile accident involving a Park Maintenance employee employed by the City. The other vehicle sustained damage to driver's side.

Analysis: The claimant insurance company has offered to accept a lump sum payment of \$12,675.73 as reimbursement for actual amounts paid to the insured in the claim against the City. Because of the risk of an adverse judgment if it went to trial, the Law Department recommends payment of the claim. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's Tort Claims Fund.

Legal Considerations: The Law Department recommends payment of the claim for damages.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$12,675.73 as a full settlement of all possible claims which were made or could have been made in the claim.

Attachments: None.

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council

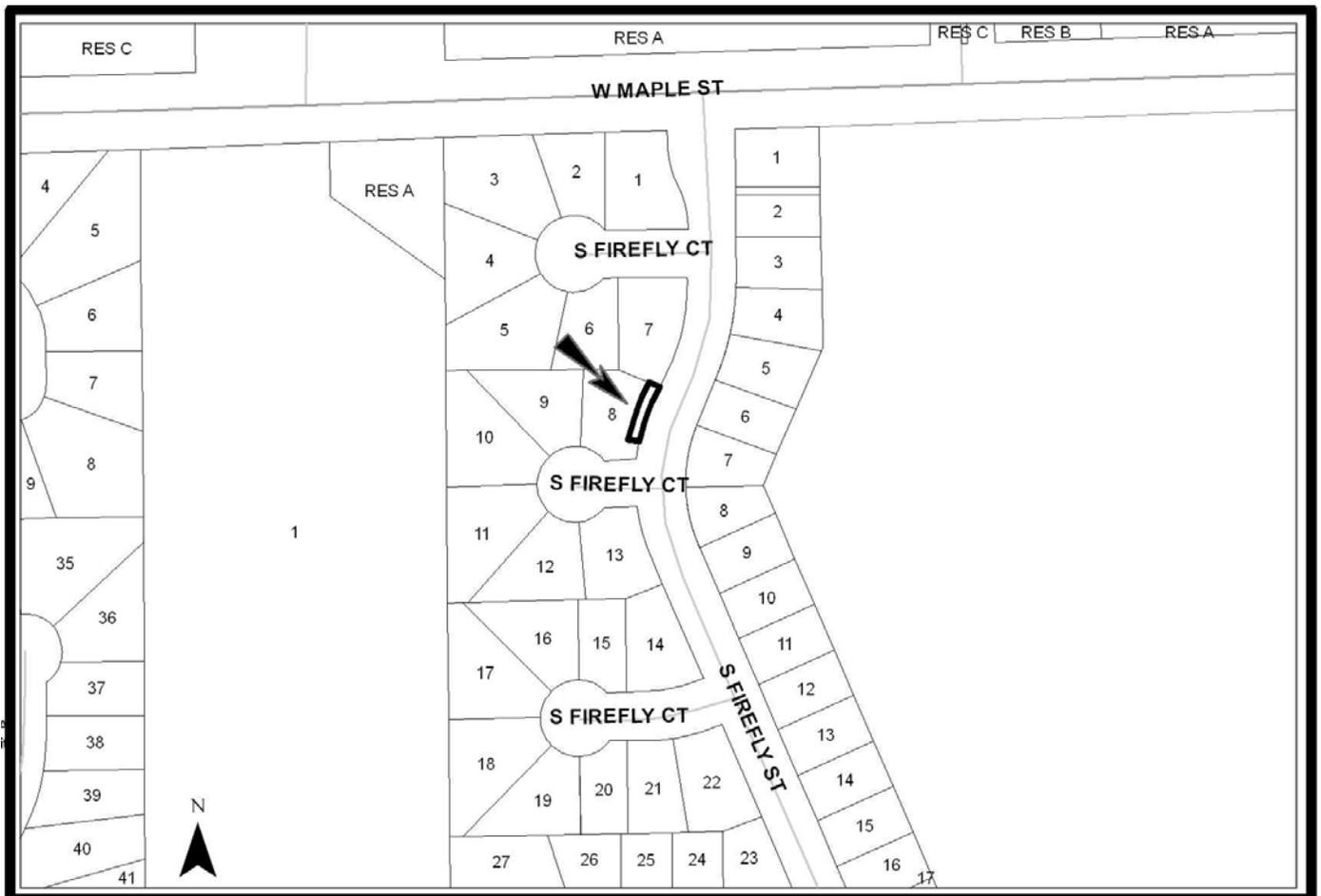
SUBJECT: VAC2013-00013 - Request to vacate portions of a platted street side yard setback, on property generally located midway between 119th and 135th Streets West, south of Maple Street, on the northwest corner of Firefly Street and Firefly Court (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (12-0).



Background: The applicant proposes to vacate the west 3 feet of the platted 15-foot street side yard setback, running parallel to the east lot line of Lot 8, Block A, Maple Valley Addition and the west side of the South Firefly Street right-of-way. The subject corner lot is zoned SF-5, Single-Family Residential (“SF-5”). The Unified Zoning Code’s minimum street side yard setback for the SF-5 zoning district is 15 feet. If the setback was not platted the applicant could request an Administrative Adjustment that would reduce the SF-5 zoning district’s minimum 15-foot street side yard setback by 20% (3 feet), resulting in a 12-foot street side yard setback. Reduction beyond the adjusted 12-foot front yard setback would require a variance, which is a separate public hearing process. There are no platted easements or utilities located within the described portion of the platted setback. The Maple Valley Addition was recorded with the Register of Deeds May 28, 1991.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant’s expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment: None.

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A)
PORTION OF A PLATTED STREET SIDE YARD)
SETBACK)**

GENERALLY LOCATED

**)
BETWEEN 119TH &)
Case No. VAC2013-00013**

**135TH STREETS WEST, SOUTH OF MAPLE)
STREET, ON THE NORTHWEST CORNER OF)
FIREFLY STREET & FIREFLY COURT)**

**MORE FULLY DESCRIBED BELOW)
)**

VACATION ORDER

NOW on this 2nd day of July, 2013, comes on for hearing the petition for vacation filed by Laurie S. McClay (owner), praying for the vacation of the following described portion of a platted street side yard setback, to-wit:

The west 3 feet of the platted 15-foot street side yard setback, running parallel to the east lot line of Lot 8, Block A, Maple Valley Addition and the west side of the South Firefly Street right-of-way, Wichita, Sedgwick County, Kansas

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on May 2, 2013, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described portion of the platted street side yard setback and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described portion of the platted street side yard setback should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 2nd day of July, 2013, ordered that the above-described portion of the platted street side yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
July 2, 2013

TO: Mayor and City Council

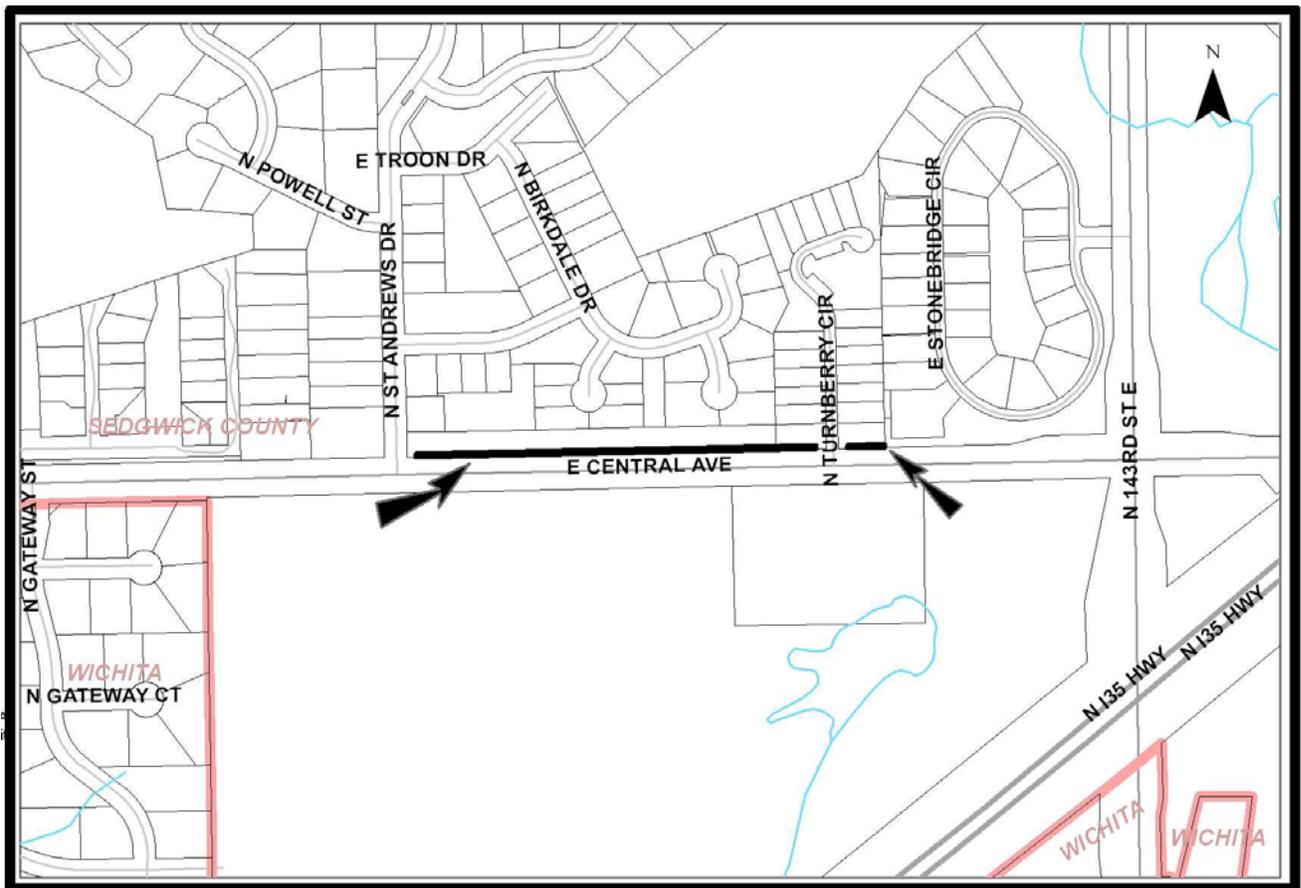
SUBJECT: VAC2013-00014 - Request to vacate the plattor's text to amend the uses permitted in platted reserves, on property generally located west of 143rd Street East, on the north side of Central Avenue and east of St. Andrews Drive (County Commission District 1 – City of Wichita's 3-mile ring)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (12-0).



Background: The applicant is requesting that the uses allowed in the south 10 feet of platted Reserves F & G, Crestview Country Club Estates Southcrest Addition be vacated and amended to allow a wall. Currently the plattor's text states that Reserves F & G are to be used for "...tree preservation and maintenance." Per the plattor's text the Home Owners Association owns and maintains these reserves. There is no water or sewer, or located in the area of the platted reserves to be vacated. The applicant is working with Storm Water and Westar, which have equipment in the area of the vacation. No other utilities will be impacted by the request. The Crestview Country Club Estates Southcrest Addition was recorded with the Register of Deeds October 21, 1982.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed. Although the case is located in Sedgwick County is also located within the City of Wichita's 3-mile ring subdivision jurisdiction. This means the Wichita City Council must consider the request and recommend an action prior to the request going to the Sedgwick County Commission for final action at their July 10, 2013, meeting.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment: None.

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF THE)
PLATTOR'S TEXT TO AMEND THE USES)
PERMITTED IN PLATTED RESERVES)
)
GENERALLY LOCATED WEST OF 143RD STREET)
EAST, NORTH OF CENTRAL AVENUE & EAST)
OF ST. ANDREWS DRIVE)
)
)
)
MORE FULLY DESCRIBED BELOW)**

Case No. VAC2013-00014

VACATION ORDER

NOW on this 2nd day of July, 2013, comes on for hearing the petition for vacation filed by the Crestview Country Club Estates, Southcrest Second Addition (Lots 1-14, Block 2), Homeowners Association, c/o Gene Fisher, President and the Crestview Country Club Estates, Southcrest Addition (Block 3), Homeowners Association, c/o Rolland K. Enoch, President (owners), praying for the vacation of the following described plattor's text to amend the uses permitted in the described platted reserves (while retaining those uses in the described reserves) in the described portion of the platted reserves, to-wit:

Vacate the plattor's text to amend the uses permitted in Reserves F & G Crestview Country Club Estates Southcrest Addition, Sedgwick County, Kansas, to allow a wall in the south 10 feet of both Reserves F & G Crestview Country Club Estates Southcrest Addition, while retaining those uses in said reserves as described in the Crestview Country Club Estates Southcrest Addition.
Legal Description of where the wall will be allowed:

Parcel A - The south 10.00 feet of Reserve F, Crestview Country Club Estates Southcrest Addition, to Sedgwick County, Kansas, EXCEPT the west 23.5 feet thereof.

&

Parcel B - The south 10.00 feet of Reserve G, Crestview Country Club Estates Southcrest Addition, to Sedgwick County, Kansas, EXCEPT that part adjoining and 30.2 feet west of the platted Turnberry Circle right-of-way, also known as Reserve H, AND EXCEPT that part adjoining and 30.2 feet east of the platted Turnberry Circle right-of-way, also known as Reserve H.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, in The Wichita Eagle on May 2, 2013, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described plattor's text to amend the uses permitted in the platted reserves (while retaining those uses in said reserves) in the described portion of the platted reserves and the public will suffer no loss or inconvenience thereby.
3. Because this vacation case is located in the Sedgwick County, but within the City of Wichita's 3-mile ring subdivision jurisdiction it will proceed to the July 10, 2013, Sedgwick County Board of County Commissioner's for final action, after today's recommendation by the Wichita City Council.
4. Two wall easements dedicated by separate instrument will be recorded with the County Vacation Order with the Sedgwick County Register of Deeds.
5. In justice to the petitioner(s), the prayer of the petition ought to be granted.
6. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
7. The vacation of the described plattor's text to amend the uses permitted in the platted reserves (while retaining those uses in said reserves) in the described portion of the platted reserves should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 2nd day of July, 2013, ordered that the above-described plattor's text describing the permitted uses in the described portions of the platted reserves is hereby recommended for vacation, upon final action by the Sedgwick County Board of County Commission. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law