



INVITATION FOR BIDS (IFB) F26-7017-39A

KCATA Paint Booth Improvements

Date: June 29, 2026

Contact: Larry Williams, Contractor

Telephone: 816-346-0274

Email: [lwilliams@kcata.org](mailto:lwilliams@kcata.org)

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)  
INVITATION FOR BIDS (IFB) F26-7017-39A**

**KCATA PAINT BOOTH IMPROVEMENTS**

**June 29, 2026**

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting bids from qualified vendors to provide KCATA Paint Booth Improvements as specified in the Specifications/Scope of Work. Release of this IFB solicitation does not compel the KCATA to make a purchase.

This solicitation includes construction categorized work and as such, per Federal Transit Administration funding regulations, Davis Bacon wage determination is applicable for labor performed to deliver the scope of work. The awarded contractor is required to submit prevailing wage reports with application(s) for payment for review, approval and document retention. Additionally, State of Missouri Annual Wage Order as attached to this IFB is applicable for laborers performing work. The Davis Bacon Wage Determination category is BUILDING. The State of Missouri Annual Wage Order is for Jackson County, Missouri.

**Pre-Bid/Site Visit:** A non-mandatory pre-bid conference and site tour is scheduled for (10 a.m.) July 14, 2026) at KCATA's Breen Bldg 3 Lobby Area located at 1200 East 18<sup>th</sup> Street, Kansas City, Missouri.

**Diversity Goals/Project Participation.**

This project is funded in part with Federal Transit Administration (FTA) grants. **There is a Zero (0)% Disadvantaged Business Enterprise (DBE) goal established for this project.** DBE firms are encouraged to submit proposals as prime contractors, joint ventures, or subcontractors. See Section 3.K for more information on KCATA's policy regarding KCATA's Diversity Programs.

See Section 3.M for more information regarding KCATA's policy regarding KCATA's diversity programs.

**Bond Requirements** A bid guarantee in the amount of five percent (5%) of the bid must accompany each Bid in accordance with the Instructions to Bidders (Section 3). Performance and payment bonds are also required and shall equal 100% of the contract award value. Said bond shall be submitted with the Bid Response. See Section 3 for more details.

**Questions and Requests for Clarification.** Questions (technical, contractual, or administrative) must be directed in writing via email only to Larry Williams at lwilliams@kcata.org. Questions and requests for clarifications will be received until 2:00 p.m. **on July 17, 2026.** If required, KCATA's response to these submissions will be in the form of an Addendum.

**Submittal Instructions:**

Bid submittals must be received with all required documents/attachments as stated in the IFB **no later than 2:00 p.m. on July 28, 2026**, and addressed to:

Kansas City Area Transportation Authority – Procurement Department  
Attention: Larry Williams, Contractor  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108  
816-346 0XXX

The outside of each package shall be clearly marked, "IFB # F26-7017-39A " KCATA Paint Booth Improvements ". See Section 3 for additional instructions.

Bids may be hand delivered, sent via overnight carrier, or mailed via USPS. All hand deliveries must be made through KCATA's Shipping/Receiving Department. Please allow ample time to navigate through KCATA's security entrance and parking areas.

Bids received after the time specified shall not be considered for award. Bids received via electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Submission of a bid shall constitute a firm offer to KCATA for one hundred twenty (120) days from the date of closing. This IFB does not commit the KCATA to award a contract or to pay any cost incurred in preparation of a submittal. Bidders shall read and understand the requirements of this Invitation for Bids covered in the sections listed under the Table of Contents of this document.

Wherever a brand name is identified, this is for the purpose of a basis of design, not an endorsement of or inference that this is the product or manufactured good to be procured. KCATA accepts requests for substitutions or approved equals as described within this IFB for this federal grant funded procurement.

The KCATA reserves the right to accept or reject any or all bids received, to modify this request, or cancel in part or in its entirety the IFB if it is the best interest of the KCATA.

All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners. KCATA anticipates awarding a One (1) year contract.

**Restricted Communications.** No person or entity submitting a proposal in response to this IFB nor any officer, employee, agent, representative, relative or Contractor representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of KCATA's Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of bid issue and ending on the date of the selection of a Contractor. Any such contact would be grounds for disqualification of the Bidder.

Kristen Emmendorfer  
Director of Procurement

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**NO BID REPLY FORM**

KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)  
INVITATION FOR BIDS (IFB) F26-7017-39A  
KCATA PAINT BOOTH IMPROVEMENTS

To assist KCATA in obtaining good competition on its Invitation for Bids, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Larry Williams, Contractor, via email at [lwilliams@kcata.org](mailto:lwilliams@kcata.org). Include the Project Name in the subject line. This form may also be mailed to Procurement Department, 1350 East 17<sup>th</sup> Street, Kansas City, MO, 64108.

This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by indicating below.

***Unfortunately, we must offer a "No Bid" at this time because:***

\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_ 2. We do not wish to propose under the terms and conditions of the Invitation for Bid document. Our objections are:

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\_\_\_ 3. We do not feel we can be competitive.

\_\_\_ 4. We do not provide the materials/services on which Bids are requested.

\_\_\_ 5. Other:

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\_\_\_ We wish to remain on the Bidders' list for these services.

\_\_\_ We wish to be removed from the Bidders' list for these services.

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FIRM NAME

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SIGNATURE

**SECTION 1  
BID SCHEDULE**

IFB Advertised and Issued .....	June 29, 2026
Pre-Bid Conference and Site Tour .....	July 14, 2026 10 A.M. Central Time Breen Bldg 3 Lobby
Questions, Comments and Requests for Clarifications Due to KCATA .....	July 17, 2026 2:00 p.m.
KCATA's Response to Questions, Comments and Requests for Clarification .....	July 21, 2026
IFB Closing .....	July 28, 2026 2:00 p.m.
Contract Award/Notice to Proceed .....	August 2026

**SECTION 2**  
**TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

**A. Introduction.**

The Kansas City Area Transportation Authority (KCATA, Authority) is the regional transit authority for the Kansas City metropolitan area, operating bus, MAX bus rapid transit, and paratransit services throughout the region; providing approximately 15 million passenger trips annually; managing transit services in Johnson County, Kansas and in the City of Independence and coordinating transit activities throughout the region. The KCATA is seeking vendors for KCATA Paint Booth Improvements.

**B. Term.**

The term of this agreement shall be for a period of one (1) year from date of contract.

**C. Technical Specification.**

For this invitation for bids, please see the technical specifications and City Stamp Plan prepared by Benesch Engineering for this Invitation for Bids (IFB) herein as a separate attachment.

**D. Warranty.**

1. The Contractor agrees that equipment, materials, or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials, or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.
2. The Contractor warrants to KCATA, that all products, equipment, and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment, and materials. Further, at a minimum, all such products, equipment or materials must be merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. Workmanship must be the best obtainable in the various trades.
3. The work must be safe, substantial, and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA.
4. KCATA reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. KCATA's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the KCATA may have.
5. Pass-Through of Warranties: The contractor shall identify in writing all third-party warranties that the bidder receives in connection with any Product provided to KCATA. The contractor hereby passes through the benefits of all such warranties, providing that nothing in this section shall reduce or limit the bidder's obligations under this contract.
6. Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. Project manager will provide this acceptance and notice to procurement buyer/director of the department. The date of final acceptance shall commence the warranty period.

**E. Delivery/Liquidation Damages**

1. KCATA anticipates delivery no later than **200 calendar days** after contract execution and Contractor's Notice to Proceed.
2. For the contract awarded, liquidated damages shall be assessed per calendar day for each day that the Equipment is not delivered beyond the anticipated completion date.
  - \$ 250 per day for liquidated damages assessment, not a penalty
3. Liquidated damages specified above will be assessed per calendar day from the scheduled completion date until the Equipment is accepted by KCATA.
4. Contractor has no right to damages for any causes of delay by the KCATA. The KCATA's operation requirements are paramount and shall take precedence.
5. A request for adjustment of time shall be forwarded in writing to KCATA's Project Manager as soon as Contractor is aware of circumstances beyond the Contractor's control. Requests shall include a statement of cause and expected time delay. The Project Manager may, from time-to-time award extensions to the contract time justified by delay caused by either the Contractor or KCATA provide adequate evidence is presented to enable the Project Manager to determine with exactness the extent and duration of delay for each item involved. Time may only be adjusted by Change Order or Contract Amendment.
6. KCATA will suffer financial loss if the Equipment is not delivered and accepted on the date set forth in the contract documents. The Contractor and/or the Contractor's Surety shall be liable for and shall pay KCATA the sums previously identified for each day of delay until the Equipment is accepted. The KCATA is authorized to withhold the sum as indicated above that has been assessed as liquidated damages from monies due the Contractor.

**F. Inspection and Acceptance.**

KCATA's Facilities and Project Management Teams will be responsible for acceptance of this project. Within ten (10) calendar days of receipt of each order, the contractor shall understand and agree that all supplies/products and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. KCATA shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date (i.e., within five calendar days) by which replacements must be received.

**G. Tax Exempt Status.** The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations. All discounts should be reflected in the quote. By submission of quote, the bidder certifies that none of the taxes as to which the Authority is exempt are included in its bid price(s). A tax-exempt Form 5060 (State of Missouri template) shall be provided to the Contractor who is awarded the project soon after the contract is executed and Notice to Proceed issued.

**H. Prevailing Wage/Davis Bacon Wage Rates.**

The Davis Bacon wage rate determination in effect as of the day of this IFB publication shall apply to the labor used to perform the work of this project. Certified payroll records are due to KCATA's project management team for review and approval prior payment being made. Annual Wage Order for this work issued by the State of Missouri is also attached to the IFB for reference. The higher of the two rates shall prevail when labor rates are paid.

**I. Licenses and Permits.**

1. The bidder shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the work in this procurement.
2. The Contractor shall comply with all applicable and current rules, regulations, and ordinances of any applicable federal, state, county or municipal governmental body or authority, including those as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environment (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

**J. Vendor Qualifications.** The successful contractor shall have at a minimum the following qualifications:

1. License to do business in the state of Kansas and in the state of Missouri.
2. Registered as a vendor with KCATA.
3. The contractor shall have a minimum of 10 years of experience in the supply and installation of vehicle paint booth equipment, including coordination of this equipment with fire protection systems to ensure compliance with NFPA 33.
4. Fully Insured and capable of providing valid certificate of insurance for term of contract in accordance with KCATA's terms and conditions. See KCATA's Sample Contract/Terms and Conditions.

**SECTION 3**  
**BID INFORMATION/INSTRUCTIONS**

**A. General Information.**

1. The terms “solicitation” and “Invitation for Bids” and “IFB” are used interchangeably, and the terms “offer”, and “proposal” are used interchangeably. The terms “Bidder”, “Contractor” and “Offeror” are also used interchangeably.
2. In cases where communication is required between Bidders and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Larry Williams at [llwilliams@kcata.org](mailto:llwilliams@kcata.org) by the indicated deadline. The subject line of electronic communications must reference the IFB number and title.
3. Submitting a bid constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
4. KCATA is not responsible for any cost or expense that may be incurred by the Bidder before the execution of a contract, including costs associated with preparing bid submittals.

**B. Bond Requirements.**

1. A bid bond in the amount of five percent (5%) of the total bid required. Bond shall be submitted with and at the same time as the bid response packet is submitted. The bond is required to assure that the bidder will, upon acceptance of its bid, meet the requirements of the bid. A bidder may submit a certified check or cashier’s check in lieu of a bond. Failure to submit a bond, certified check or cashier’s check along with the bid may result in the bid being considered non-responsive. Bid bonds/checks will be returned to the bidders, upon request, after execution of a contractual document and submittal of the required bonds by the successful bidder.
2. If awarded a contract, Bidder will be required to submit bonds for Performance and Payment and Warranty of Work/Maintenance. **See Article 5 of the Sample Contract Terms and Conditions for more information.**

**C. Bid Submittal.**

1. The bid, along with all other accompanying documents and materials submitted by the bidder, will be deemed to constitute the entire bid. The bidder shall promptly furnish any additional information requested relative to its bid.
2. Firms shall submit one (1) original bid, including all accompanying documents, in a sealed envelope. The bid may be submitted via USPS, courier, or hand delivery to:  
  
Larry Williams, Contractor for KCATA in c/o Kristen Emmendorfer  
Kansas City Area Transportation Authority  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108
3. The package must be sealed and labeled with IFB #F26-7017-39A – KCATA Paint Booth Improvements.
4. In person deliveries are to be made to KCATA’s Shipping/Receiving Department which is accessed through KCATA’s secured entrance at 17<sup>th</sup> & Forest Avenue, Kansas City, Missouri. Allow time for navigating through security and parking. Proposals delivered to other locations at KCATA may be considered late and non-responsive.
5. Bids received via electronic mail (email) will not be considered.

6. Bids received before the bid closing time will be kept securely sealed.

**D. Approved Equals.**

1. Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any brand or item or product. However, approved equals or better must be pre-approved by the Buyer. ***All requests for approved equals shall be received in writing by no later than (July 16, 10 a.m.)***
2. All requests for approved equals shall be received in writing. Any changes to the specifications will be made by addendum. Bidders may discuss the specification with the KCATA Procurement Department; however, requests for changes shall be written and documented.
3. When an approved equal is requested, the Bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc. to enable the KCATA to determine whether the Bidder's product is or is not equal to specifications.

**E. Required Documents.**

1. Incomplete Bids. All documents that are required to be submitted with this Bid are listed below. The bidder shall read all forms carefully before signing. Incomplete bid documents may render the bid non-responsive.
2. Bid Response/Pricing Pages.
  - a. Bids shall be firm and final.
  - b. Bidders shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
  - c. Bidders shall complete the Bid Response Form (Attachment C). The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation, and drawings, if required, of the materials or services required in this procurement.
  - d. The quantities specified for purchase by KCATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
  - e. It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the KCATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this bid, although not directly specified or called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.
  - f. Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.

- g. Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.
  - h. Tax Exempt Status. The KCATA is exempt from payment of federal, state, and local sales taxes, and such taxes shall not be included in the bid price. Nevertheless, the bidder is not exempt from these taxes when purchasing materials directly from its supplier.
3. References. Bidders shall complete the References Form (Attachment E) indicating up to four (4) firms that represent work similar to this procurement. Include the company name, address, contact person, contact information, contract amount and length of contract.
  4. KCATA Affidavit of Civil Rights Compliance. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment F. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
  5. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment G-2) or a current EEO-1 Report that has been filed with another government agency.
  6. Employee Eligibility Verification.
    - a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The bidder is required to obtain the same affirmation from all subcontractors at all tiers.
    - b. The bidder shall also affirm (Attachment H-1) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
    - c. Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security (DHS).
    - d. The Bidder shall obtain this affidavit from its subcontractors at all tiers (Attachment H-2). The subcontractors' forms shall be submitted as part of the bid documents.
    - e. This form is renewable annually.
  7. Non-Collusion Affidavit. Required by Prime Contractor only (Attachment I).
  8. Receipt of Addenda. In the event that Addenda are issued against this Invitation to Bid, bidders will be issued a Receipt of Addenda Form to complete and return with the Invitation to Bid, acknowledging receipt of all addenda issued. This is to safeguard KCATA and the bidder against failure to communicate any important information and changes to the scope of the procurement.
  9. Debarment.
    - a. The Bidder, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's "System for Award Management -- Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200 (Attachment J-1).

- b. The Bidder agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000 (Attachment J-2).
- c. The Bidder agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

10. Lobbying.

- a. The Bidder is required to certify (Attachment K-1) that no Federal or non-federal funds were used to influence or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action regarding the project(s) or other activities as defined in 31 U.S.C. 1352, as amended; 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 C.F.R. Part 20, to the extent consistent with 31 U.S.C. § 13532, as amended.
- b. Bidders who use non-Federal funds for lobbying on behalf of specific projects or bids must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Bidder's first submission initiating the KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. The Bidder is required to obtain the same certification and disclosure (Attachment K-2) from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Bidder must be forwarded to the KCATA.

11. Federal Tax Liability and Recent Felony Convictions.

- a. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor is required to affirmatively represent and certify (Attachment L-1) that to the best of its knowledge and belief that:
  - 1) The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
  - 2) The Contractor has not been convicted of any felony criminal violation under any Federal law within the preceding 24 months.
- b. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
- c. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (Attachment L-2).

12. Buy America Certification (Attachment M).
  - a. Construction Materials. The Infrastructure Investment and Jobs Act, Public Law 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021) as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects”, 2 C.F.R. part 184. A list of materials included in this change are listed in the Public Law and the OMB memorandum.
  - b. The Contractor further agrees to include these requirements in all subcontracts exceeding \$150,000.
13. Other Documents. Bidders shall submit any other documents necessary to complete this bid. This may include a copy of the warranty offered, technical information, or product brochures.

**F. Bidder Status – Vendor Registration.**

1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete the vendor registration process. KCATA uses a secure, online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA prior to 2018 must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will receive a temporary password. A confirmation email will be sent with instructions to create a permanent password and instructions to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features. This process requires a current IRS Form W9.
3. Prime Contractors must complete the online Vendor Registration Questionnaire. Subcontractors are encouraged to register to be included in notices of future solicitations.
4. If registered, provide a copy of registration document with proposal.
5. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
6. For questions on these requirements, or for assistance in completing the forms, please contact Mr. Lee Barnes, KCATA’s Project Manager/DBE Liaison Officer, at (816) 346-0378 or via email at [lbarnes@kcata.org](mailto:lbarnes@kcata.org).

**G. Omissions and Form of Contract.**

1. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this IFB, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this IFB or not. The bidder should clearly identify any omissions to the requirements set forth in the IFB.
2. Form of Contract. A sample copy of the standard KCATA contract is attached to this IFB as Attachment A. The standard contract terms and conditions outline various legal and administrative duties and responsibilities assumed by persons or organizations contracting with KCATA. It contains terms and conditions affecting the successful performance of the procurement. **Bids shall not stipulate any conditions or exceptions to the bid package or addenda.** The successful bidder will be expected to execute this contract.

**H. Authorization to Bid.**

1. Sealed bids shall be signed by an official authorized to commit the company into entering into a contract with KCATA.

2. If an individual doing business under a fictitious name makes the bid, the bid shall so state. If the bid is made by a partnership, the full names and addresses of all members of the partnership shall be given and one principal member shall sign the bid. If a corporation, Limited Liability Company, or other legal entity makes the bid, an authorized officer shall sign it in the corporate name. If the bid is made by a joint venture, the full names and addresses of all members of the joint venture shall be given and one member shall sign the bid authorized thereof.

**I. Bidder's Responsibilities.**

1. By submitting a bid, the bidder represents that bidder has read and understands the IFB and the bid is made in accordance with the IFB; and
2. By submitting a bid, the bidder represents that bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA.
3. Is authorized to transact business in the States of Missouri and Kansas.

**J. Withdrawal of Bids.**

1. Bids may be withdrawn upon written request received by the KCATA before the time fixed for closing. Withdrawal of a bid shall not prejudice the right of the bidder to submit a new bid, provided it is received in a timely manner as provided above. The bond or certified check of any bidder withdrawing its bid, in accordance with the foregoing condition, will be returned promptly.
2. No bids may be withdrawn for a period of ninety (120) days after the time set herein for the opening of bids.

**K. Protests.**

1. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
  - a. Pre-Submittal. A pre-submittal protest is received prior to the proposal's due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days before the bid closing date.
  - b. Post-Submittal/Pre-Award. A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA's Director of Procurement, no later than five (5) days after the bid closing date.
  - c. Post-Award. Post-Award protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
2. KCATA's Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the Director of Procurement, the protester may appeal in writing to KCATA's Chief Financial Officer within five (5) days from the date of the Director of Procurement's response.
3. The Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Chief Financial Officer's response will be

provided within ten (10) days after receipt of the request. The Chief Financial Officer's decision is final and no further action on the protest shall be taken by the KCATA.

4. By written notice to all parties, KCATA's Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
5. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F). If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
6. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

**L. Disclosure of Proprietary Information.**

1. A bidder may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the bids:
  - a. Marking each page of each such document prominently in 16-point font with the words "Proprietary Information;"
  - b. printing each page of each such document in a different color paper other than the paper which the remainder of the bid is printed; and
  - c. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Bidder.
2. After either a contract is executed pursuant to the IFB, or all bids are rejected, the bids will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Open Records Law, the KCATA will notify the Bidder of the request and the Bidder shall have the burden to establish that such documents are exempt from disclosure under the Law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

**M. Reservations.**

1. KCATA reserves the right to waive informalities or irregularities in bids, to accept or reject any or all bids, to cancel this IFB in part or in its entirety, and to re-advertise for bids if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this IFB.
2. KCATA reserves the right to make multiple awards if it is in the best interest of the Authority.
3. The Authority reserves the right to reject bids that alter the Bid Response Form or otherwise take exception to the bid requirements. Bidders may submit alternative bids along with a complete description of the proposed alternative; however, the decision to accept or reject such alternative is entirely at the sole discretion of the Authority.
4. This IFB does not commit KCATA to award a contract, to pay any cost incurred in preparation of a bid, or to procure a contract for services.

## **N. Diverse Business Enterprise Requirements**

1. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority (MBE), Woman (WBE), and Small Local (SLBE) Owned Business Enterprises have an equal opportunity to participate in the competitive solicitation process and contract awards, and diverse firms are encouraged to submit proposals as prime contractors, joint ventures, or subcontractors.
2. KCATA's diversity programs are subject to the requirements of 49 C.F.R. Part 26, and it is KCATA's policy to:
  - a. Ensure nondiscrimination in the award and administration of contracts;
  - b. Create a level playing field on which diverse firms can compete fairly for DOT-assisted contracts;
  - c. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;
  - d. Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility are permitted to participate in the programs;
  - e. Help remove barriers to the participation of diverse firms in contracts;
  - f. To promote the use of diverse firms in all types of contracts and procurement activities; and
  - g. Assist in the development of firms that can compete successfully in the marketplace outside the diversity programs.
3. This project is funded in part with Federal Transit Administration (FTA) federal funds and as such, terms and conditions prescribed by the FTA are applicable. Due to the current ruling out of Washington, DC, this solicitation does not have a Disadvantaged Business Enterprise (DBE) goal established. DBE firms are encouraged to submit proposals as prime contractors, joint ventures, or subcontractors. See Section 3.N for additional information.
4. There is no Diversity Goal established for this project.
5. Non-discrimination. Bidders shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, national origin, or disability in the performance of this project. The Bidder shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of contracts. Failure by the Bidder to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

**SECTION 4**  
**BID EVALUATION, ACCEPTANCE AND AWARD**

**A. Bid Evaluation.**

1. It is the intent of the KCATA to award a contract to the responsive and responsible bidder whose bid conforming to this IFB, is the lowest in price and, in KCATA's sole discretion, the most advantageous to the KCATA.
2. A responsible bidder possesses the ability to perform successfully under the terms and conditions of the proposed contract considering matters including Contractor integrity, record of past performance, and financial and technical resources.
3. The low bidder will be required to demonstrate its ability to provide the times and/or perform services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. Doubt as to technical ability, productive capability, and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by KCATA.
4. If the low bidder is eliminated, then the second lowest bidder will be required to demonstrate its ability to perform services as described herein. This process will continue to the next lowest bidder until a bidder successfully meets the specification requirements.
5. KCATA reserves the right to investigate the qualifications of all bidders under consideration to confirm any part of the information furnished by a bidder, or to require other evidence of managerial, financial, or other capabilities which are considered necessary for the successful performance of the contract.

**B. Bid Acceptance.** Each bid is to be submitted with the understanding that the acceptance in writing by the KCATA of the bid to furnish the materials and services, or any part thereof, described therein shall constitute a contract between the bidder and the KCATA which shall bind the bidder on its part to furnish and deliver at the price given and in accordance with the terms and conditions of said accepted bid and KCATA's contract included as Attachment A.

**C. Unbalanced Bid.** The Authority may determine that a bid is non-responsive if the prices proposed are materially unbalanced. A bid is materially unbalanced when it is based on prices significantly less than cost or prices significantly overstated relative to cost.

**D. Bid Award.**

1. The procurement shall be awarded based on the lowest responsive bidder complying with all the conditions of the bids, specifications, and instruction. The KCATA reserves the right to award any or all items of the bid or not to award at all.
2. In the case of multiple line items, the KCATA reserves the right to award the entire bid to one bidder, or to split the award of the items to multiple bidders.
3. If awarded at all, the bid may be awarded to the bidder whose total price is lowest, whose bid is responsive to the invitation thereof, and who is determined to be technically and financially responsible to perform as required. **Conditional bids and any bid taking exception to these instructions or conditions, to the contract terms/conditions or specifications, or to other contract requirements shall be considered non-responsive and shall be rejected.**

**E. Purchase Order and/or Contract.**

1. Upon acceptance and award of a bid by KCATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the bid in strict conformity with the specifications and bid conditions.
2. The purchase order or contract shall be considered as being made in Kansas City, Missouri, and the construction and enforcement of it shall be in accordance with the laws of the State of Missouri except those pertaining to conflicts of law.

**F. Licenses and Permits.**

1. The bidder shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the work in this procurement.
2. The Contractor shall comply with all applicable and current rules, regulations, and ordinances of any applicable federal, state, county or municipal governmental body or authority, including those as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environment (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

**ATTACHMENT A**  
**SAMPLE CONTRACT AGREEMENT AND CONTRACT TERMS & CONDITIONS**

THIS CONTRACT (the "Contract"), made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Kansas City Area Transportation Authority ("KCATA"), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, 64108 and \_\_\_\_\_ ("Contractor"), with offices at \_\_\_\_\_.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto, and of the compensation to be paid as hereinafter specified, KCATA and the Contractor agree as follows:

**1. EMPLOYMENT OF CONTRACTOR.**

This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by KCATA in accordance with that certain bid submitted by the Contractor dated \_\_\_\_\_, a copy of which is attached hereto as Appendix D and incorporated herein by reference ("Bid").

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Invitation for Bids (IFB) solicited by the KCATA, dated \_\_\_\_\_ and entitled "KCATA Paint Booth Improvements" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide \_\_\_\_\_ as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

**3. TERM.**

The term of this contract agreement shall be for a period of one (1) beginning \_\_\_\_\_, 2026 and expiring on \_\_\_\_\_. The materials to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA.

**4. CONTRACT SUM.**

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Order," if applicable, as provided in this Contract. The Contractor shall be paid for the work performed at the rates set out in the Contractor's Bid Response (Price Proposal) (Appendix C.). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of \_\_\_\_\_ Dollars and \_\_\_ Cents (\$\_\_\_\_\_).

**5. ORDER OF PRECEDENCE**

In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this Contract, the following order of precedence shall apply:

- A. Specific written amendments or modifications/change orders to the executed Contract;
- B. KCATA's Standard Terms and Conditions;
- C. Executed Contract and any attachments incorporated by reference; and
- D. Contractor's Bid Response; and
- E. KCATA's IFB and Scope of Work/Specifications, including any attachments incorporated by reference.

**6. MISCELLANEOUS PROVISIONS.**

The following Appendices are attached hereto by reference as part of this Contract. This Contract and any amendments issued hereafter, constitute the entire Contract between the KCATA and the Contractor.

- Appendix A. KCATA Standard Contract Terms and Conditions; and
- Appendix B. KCATA's Scope of Work/Technical Specifications; and
- Appendix C. Contractor's Bid Response dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors, and permitted assigns, executed this Contract Agreement as of the day and year first above written.

**CONTRACTOR'S NAME  
(CONTRACTOR)**

**KANSAS CITY AREA TRANSPORTATION  
AUTHORITY (KCATA)**

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Bridgette Williams  
Chair, Board of Commissioners

By \_\_\_\_\_  
Gregory Goheen  
Legal Counsel, Board of Commissioners

**APPENDIX A (TO CONTRACT)**  
**KCATA STANDARD CONTRACT TERMS & CONDITIONS**

**1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE**

Acceptance of any portion of the services and/or deliverables prior to final acceptance shall not release the Contractor from liability for faulty workmanship, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all work products at any time during the Contract term, and shall have the right to reject all services or deliverables which do not conform with the conditions, Contract requirements or specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all services and deliverables in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of KCATA.

**2. AGREEMENT IN ENTIRETY**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**3. ASSIGNMENT**

A. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

**4. BANKRUPTCY**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" section. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of KCATA Contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

**5. BONDING REQUIREMENTS**

**A. Performance and Payment Bonds.**

1. The Contractor shall furnish, at its own expense, a performance bond and payment bond payable to KCATA in the amount of 100 % of the full expected cost of the services to be performed (goods to be delivered) from a licensed, fully qualified surety company acceptable to KCATA and listed as a company currently authorized under 31 C.F.R. Part 22 as possessing a certificate of Authority as described hereunder. The bonds shall remain valid and in effect for the full term of this Contract. KCATA may require an increase in the bond amount in the event of changes to the contract price.
2. A cash deposit, certified check, irrevocable letter of credit (LOC) or another negotiable instrument may be accepted by KCATA in lieu of a bond. The form of any substitution in lieu of a bond must be approved by KCATA. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a bond must remain valid and in effect for the full term of this Contract.
3. If used, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC

is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall end the later of 90 days following final payment, or until completion of any warranty period. KCATA may require additional performance bond protection when the Contract Sum is increased.

4. Contractor's failure to maintain a valid payment/performance bond or a valid substitution for the full term of this Contract will be a breach of this Contract.

**B. Warranty of Work and Maintenance.**

1. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment, and materials. The work or services furnished must be of first quality and the workmanship must be the best obtainable in the various trades.
2. The work must be of safe, substantial, and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in form acceptable to KCATA written by the same corporate surety that provides the performance bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective products, equipment and materials and faulty workmanship for a minimum period of one (1) year after final payment and shall be written in an amount equal to one hundred percent (100%) of the Contract Sum, as adjusted (if at all).

**6. BREACH OF CONTRACT; REMEDIES**

- A. If the Contractor shall fail, refuse or neglect to comply with any terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

**7. CHANGES**

KCATA may at any time, by a written order, and without notice to the surety, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

**8. CIVIL RIGHTS**

**A. Nondiscrimination in Federal Public Transportation Programs.**

1. Contractor must prohibit:

- a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age);
  - b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
  - c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and
  - d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

**B. Nondiscrimination – Title VI of the Civil Rights Act.**

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

**C. Equal Employment Opportunity.**

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
  - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
  - b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
  - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
  - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and
  - e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et. seq., U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education

Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25; and federal transit law, specifically 49 U.S.C. § 5332.

4. Nondiscrimination on the Basis of Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; U. S. Department of Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332.
5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- D. **Access to Services for Persons with Limited English Proficiency.** Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., and its implementing regulation at 28 C.F.R. § 42.405(d), and applicable U.S. Department of Justice guidance.
- E. **Promoting Free Speech and Religious Liberty.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
- F. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

## 9. CONFLICTS OF INTEREST (ORGANIZATIONAL)

In accordance with 2 C.F.R. § 200.112, the Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor’s objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

## 10. CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish phase in-training and (2) exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon KCATA’s written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to KCATA’s approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

## **11. CONTRACTOR'S PERSONNEL**

All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

## **12. CONTRACTOR'S RESPONSIBILITY**

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

## **13. DISPUTE RESOLUTION**

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder 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 KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **14. DIVERSE BUSINESS ENTERPRISE REQUIREMENTS**

- A. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority-Owned (MBE), Woman-Owned (WBE), and Small Local (SLBE) Business Enterprises, shall have an equal opportunity to participate in KCATA contracts. It is also the policy of KCATA to:
  - 1. Ensure nondiscrimination in the award and administration of contracts;
  - 2. Create a level playing field on which diverse firms can compete fairly for contracts;
  - 3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;
  - 4. Help remove barriers to the participation of diverse firms in contracts;
  - 5. To promote the use of diverse firms in all types of contracts and procurement activities; and

6. Assist in the development of firms that can compete successfully in the marketplace outside the diversity program.

- B. KCATA's diversity programs are based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. Under this contract, Federally funded projects shall abide by DBE or SBE requirements as applicable. Projects that are funded by state or local entities will be subject to MBE, WBE, or SLBE requirements. For this contract, a 0% commitment to DBE/SBE/MBE/WBE/SLBE firms has been established. At the time of this IFB publication, Washington D.C. ruling for FTA assisted projects states no DBE goal may be assigned.
- C. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

**15. EMPLOYEE ELIGIBILITY VERIFICATION (FOR CONTRACTS OVER \$5,000)**

- A. To comply with Section 285.500 RSMo, et seq., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

**16. FORCE MAJEURE**

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("Excusable Delays") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemics; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.
- B. If at any time, Contractor concludes that any of the Work hereunder will become subject to a delay beyond Contractor's control, including but not limited to any of the aforementioned causes, Contractor shall notify KCATA of the nature and detailed reasons and foreseeable extent of such delay and shall, once every seven (7) calendar days thereafter, notify KCATA whenever, to the best of Contractor's knowledge and belief, the nature or foreseeable extent of such delay shall change. Contractor shall provide this written notice within five (5) business days of Contractor's becoming aware of the facts or matters giving rise to such Excusable Delay. Both Parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of work, Contractor and KCATA will formulate and agree upon an update project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

## 17. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- F. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- G. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures, and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures, and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.
- M. **Hazardous Material Identification and Material Safety Data.** "Hazardous Material" as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 as amended. Contractor shall properly identify any hazardous materials to be provided under this Agreement consistent with the Hazardous Materials Regulations on the standard Material Safety Data Sheet form. The hazardous materials shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this Agreement. After award, Contractor shall notify KCATA of any changes to the composition of the item(s) or revision to Federal Standard No. 313, which renders incomplete or inaccurate data previously submitted. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material. Failure to comply with this provision in any way is a material breach.

## **18. GOVERNING LAW; CHOICE OF JUDICIAL FORUM**

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

## **19. HEADINGS**

The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

## **20. INDEPENDENT CONTRACTOR**

- A. The parties agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee, or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.
- B. The Contractor shall furnish adequate supervision, labor, materials, supplies, security, financial resources, and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

## **21. INSPECTION OF SERVICES**

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.

- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the Contract requires.
- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
  - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
  - 2. Reduce the Contract Sum accordingly.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
  - 1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
  - 2. Terminate the Contract for default.

## 22. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers Compensation) policies, shall name KCATA, its commissioners, officers, and employees as Additional Insureds. Explosion, collapse, and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
  - 1. Contractual liability coverage is applicable; and
  - 2. **The Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds on the policies covered by the certificate; using this specific wording: *Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.***
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.

D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.

E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Workers' Compensation.**

- a. State: Missouri and/or Kansas – Statutory
- b. Employer's Liability: Bodily Injury by Accident -- \$1,000,000 Each Accident  
Bodily Injury by Disease -- \$1,000,000 Each Employee  
Bodily Injury by Disease -- \$1,000,000 Policy Limit

The Contractor and any subcontractor shall maintain adequate workers' compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly, or related services in conjunction with this Agreement.

2. **Commercial General Liability.**

- Bodily Injury and Property Damage to include Products and Completed Operations:
- \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate (per project)
  - \$1,000,000 Personal and Advertising Injury
  - \$50,000 Fire Damage
  - \$5,000 Medical Expenses
  - 2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability.**

- Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit

The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off the KCATA premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.

4. **Umbrella or Excess Liability.**

- Umbrella or Excess Liability Limit: \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate (per project)

The Contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

## 23. LIABILITY AND INDEMNIFICATION

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur because of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.
- B. **Subrogation.** Contractor, its agents, and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Contractor shall also indemnify, hold harmless and defend the KCATA for any contractor or subcontractor action, tort, or violation of federal or state law or city ordinance.
  2. In claims against any person or entity indemnified under this section, by an employee or Contractor, or anyone directly or indirectly employed by any of them, the subcontractor or sub-subcontractor indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.
  3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.
  4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.



- C. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged, or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage, or destruction of or to such material.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.
- G. Each tangible product resulting from work performed under this Contract shall be labeled with information stating that the project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration.

**27. PRIVACY ACT REQUIREMENTS**

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

**28. PROHIBITED INTERESTS**

- A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

**29. PROHIBITED WEAPONS AND MATERIALS**

- A. Missouri Revised Statutes, Section 571.107 (RSMo §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly,

KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.

- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials, or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

### **30. RECORD RETENTION AND ACCESS**

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 C.F.R. § 200.33, 49 U.S.C. § 5325(g) and 49 C.F.R. part 633. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. 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, and to include this clause in all subcontracts.

### **31. REQUESTS FOR PAYMENT**

- A. Contractor shall timely submit invoices for work performed each calendar month by the 15<sup>th</sup> day of each subsequent month for work performed the previous month. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at [payme@kcata.org](mailto:payme@kcata.org). Copy the project manager, Lesa George, at [lgeorge@kcata.org](mailto:lgeorge@kcata.org) for her approval to pay. Invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished under this Agreement by and between the Contractor and KCATA. Contractor shall reference KCATA's contract number and FSM number (provided by KCATA to Contractor), the billing period applicable, and an itemized list of all pre-approved expenses (including travel). Subcontractor invoices and detailed receipts for each line item claimed as reimbursable shall be attached to the invoice and/or payment

application and submitted as one .pdf document. Contractor agrees the KCATA shall have no contract obligation to pay any contractor invoices submitted to the KCATA more than ninety (90) days from the date the service was performed for the KCATA.

- B. Payment by KCATA shall be made within 30 days after receipt of a proper and timely invoice.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
  - 1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
  - 2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
  - 3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
  - 4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
  - 5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
  - 6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

### **32. RIGHT TO OFFSET**

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, or any other contract between Contractor and KCATA, any amounts owed by Contractor to KCATA, including amounts owed by Contractor pursuant to Contractor's obligation to indemnify KCATA against third party claims arising out of Contractor's performance of work under this Contract.

### **33. SEAT BELT USE POLICY**

Contractor agrees to comply with terms of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed Reg. 19217); Contractor is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.

### 34. SEVERABILITY

If any clause or provision of this Contract is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

### 35. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE/SBE Subcontractor Employment.** See Article 14, "Diverse Business Enterprise Requirements.
- D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
  3. The following provisions if included in this Contract:
    - Assignment
    - Bonding Requirements
    - Civil Rights
    - Conflicts of Interest (Organizational)
    - Dispute Resolution
    - Employee Eligibility Verification
    - Force Majeure
    - General Provisions
    - Headings
    - Inspection of Services
    - Installation
    - Price Redetermination
    - Prohibited Interests
    - Prohibited Weapons and Materials
    - Record Retention and Access
    - Seat Belt Use Policy
    - Service Manual/Wiring Schematics
    - Termination
    - Texting While Driving and Distracted Driving
    - Changes in Federal Requirements
    - Conflicts of Interest (Organizational)
    - Debarment and Suspension
    - Disadvantaged Business Enterprise Requirements (DBE)
    - Disclaimer of Federal Government Obligations or Liability
    - Construction Employee Protections

Employee Protections - General  
Environmental Regulations  
Federal Tax Liability and Convictions  
Fraud and False or Fraudulent Statements or Related Acts  
Incorporation of FTA Terms  
Lobbying  
National Intelligent Transportation Systems Architecture & Standards  
Prohibition on Restricted Telecommunications and Surveillance Equipment  
Seismic Safety  
Trafficking in Persons  
Buy America

- E. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.
- F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

### 36. SUSPENSION OF WORK

KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this agreement for the period of time that KCATA determines appropriate for the convenience of KCATA.

### 37. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
  - 1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA 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 cost of the Contract.
  - 2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA 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 written notice of

termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.

- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

### **38. TEXTING WHILE DRIVING AND DISTRACTED DRIVING**

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225) and U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

### **39. UNAVOIDABLE DELAYS**

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.
- B. Notification of Delays. The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing, furnishing as much as detail as is available.
- C. Request for Extension. The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.
- D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision, except to the extent the Contractor's delay was attributable to KCATA's non-performance of its duties herein.

### **40. WARRANTY**

- A. The Contractor agrees that equipment, materials, or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials, or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.

- B. The Contractor warrants to KCATA, that all products, equipment, and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment, and materials. Further, at a minimum, all such products, equipment or materials must be merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.
- C. The work must be of safe, substantial, and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA.
- D. Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

**41. FEDERAL TRANSIT ADMINISTRATION (FTA REQUIRED CONTRACT CLAUSES)**

A. **Changes to Federal Requirements.** Contractor shall at all times be aware and comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Master Agreement between the Authority and FTA (ref: MA 34 dated November 26, 2025), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

B. **Debarment and Suspension Certification.**

1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. §§ 180.220 and 1200.220 , which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131).
2. The Contractor, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's "System for Award Management -- Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
3. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
4. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

C. **Disadvantaged Business Enterprise (DBE) Requirements.** KCATA's DBE program is based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. See Article 15 for KCATA's Diverse Business Enterprise Requirements.

D. **Disclaimer of Federal Government Obligation or Liability.** The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed

that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

**E. Employee Protections.**

1. Construction Employee Protections.

a. **Davis-Bacon and Copeland Anti-Kickback Standards Acts.**

- 1) The Contractor agrees to comply and assures compliance with the requirements of 40 U.S.C. §§ 3141-3144 and §§ 3146-3148, *et seq.* and Section 1 of 18 U.S.C § 874, and Section 2 of 40 U.S.C. 3145, as amended and implementing U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- 2) Contractor shall comply with all rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 which are incorporated by reference in this Contract.
- 3) The Contractor agrees to pay wages to laborers and mechanics performing Contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3). The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for subcontractor work under this project and agrees to refrain from awarding any affected contracts until the subcontractor agrees to the required wage determination.
- 4) The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the KCATA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- 5) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of the Regulations, 29 C.F.R. Part 5. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- 6) Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - (b) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- 7) The Contractor must submit a copy of all payrolls each week to KCATA's project manager. The copy is to be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, and that the wage rates contained therein are not less than those determined by the Secretary of Labor. Upon completion of the Contract, the Contractor is to submit to KCATA's project manager, a certificate concerning wages and classifications for laborers and mechanics.
  - 8) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
  - 9) Contract Termination --Debarment. A breach of the clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.
  - 10) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
  - 12) Certification of Eligibility. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
  - 13) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2. Veterans Employment Preference. Contractors working on a federally funded capital project shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. § 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.
3. Employee Protections – General.
  - a. Contract Work Hours and Safety Standards Act.
    - 1) Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (40 U.S.C. §§ 3701-3708 *et seq.* and supplemented by Department of Labor (DOL) Regulations 29 C.F.R. part 5).
    - 2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
    - 3) Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
    - 4) Safety Standards. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.
    - 5) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 5 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

**F. Environmental Regulations.**

1. Clean Air. 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. §7401-7671q et seq. The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
2. Clean Water. 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. § 1251-1388 et seq. The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
3. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
4. Recovered Materials/Recycled Products. To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

**G. Federal Tax Liability and Recent Felony Convictions.**

- a. The Contractor affirmatively represents and certifies that:
  - 1) The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - 2) The Contractor was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months.
- b. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
- c. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

**H. Fraud and False or Fraudulent Statements or Related Acts**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or

certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose penalties under 18 U.S.C. § 1001 if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract and under 49 U.S.C chapter 53 or any other applicable law.
3. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

I. **Incorporation of Federal Transit Administration Terms.** The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G or any revision thereto, 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 the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

J. **Lobbying Restrictions.**

1. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, as amended; 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 C.F.R. Part 20, to the extent consistent with 31 U.S.C. § 13532, as amended. The Contractor agrees to comply with this requirement throughout the term of the Contract.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

K. **Prohibition on Certain Telecommunications and Video Surveillance Equipment.** Contractor represents that it is and will be compliant at all times with 2 C.F.R. § 200.216 and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

L. **Prohibition on Certain Telecommunications and Video Surveillance Equipment.** Contractor represents that it is and will be compliant at all times with 2 C.F.R. § 200.216 and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

M. **Seismic Safety.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety", 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117. and will certify to compliance to the extent required by the regulation. The Contractor agrees to ensure that all work performed under

this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

N. **Trafficking in Persons.** Contractor and its subcontractors or their employees shall not: 1) engage in severe forms of trafficking in persons during the Contract Term; b) procure a commercial sex act during the Contract Term; or c) use forced labor in the performance of the Contract. Contractor shall inform KCATA immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. KCATA may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the KCATA.

O. **United States Product and Service Preference.**

1. Buy America.

a. Construction Materials. The Infrastructure Investment and Jobs Act, Public Law 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021) as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects”, 2 C.F.R. part 184. A list of materials included in this change are listed in the Public Law and the OMB memorandum.

B. The Contractor further agrees to include these requirements in all subcontracts exceeding \$150,000.

Contractor’s Initials \_\_\_\_\_

KCATA’s Initials \_\_\_\_\_

KCATA’s Initials \_\_\_\_\_

**ATTACHMENT B**  
**CHECK LIST OF REQUIRED DOCUMENTS**

The following forms are required to be submitted as part of your Bid. Your Bid may be considered non-responsive if you fail to submit the required documents for Prime and all sub-consultants at the closing date/time. See Section 3.

- Attachment C Bid Response Form
- Attachment D-1 Schedule of Participation
- Attachment D-2 Letter of Intent to Subcontract (if utilizing Diverse Subcontractor)
- Attachment D-3 Contractor Utilization Plan/Request for Waiver (if utilizing subcontractor/requesting waiver of diverse business enterprise requirements)
- Attachment E References
- Attachment F Affidavit of Civil Rights (Completed for Prime and Subcontractors)
- Attachment G-2 KCATA Workforce Analysis/EEO-1 Report
- Attachment H-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification
- Attachment H-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (Sub)
- Attachment I Non-Collusion Affidavit (Prime only)
- Attachment J-1 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Prime Contractor)
- Attachment J-2 Certification of Lower-Tier Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Sub)
- Attachment K-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- Attachment K-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying (Sub)
- Attachment L-1 Certification of Primary Participant Regarding Federal Tax Liability and Conviction (Prime)
- Attachment L-2 Certification of Primary Participant Regarding Federal Tax Liability and Conviction (Prime)
- Attachment M Buy America Certification – Construction Materials
- Receipt of Addenda Form (if addendum issued as part of this IFB)

**ATTACHMENT C  
ITEMIZED PROPOSAL - BID  
KCATA PAINT BOOTH IMPROVEMENTS  
F26-7017-39A**

<b>(A) GENERAL</b>					
Item	Unit	Item Description	Quantity	Unit Price	Total Price
No.	Measure			(\$)	(\$)
1	LS	Mobilization	1		
2	LS	Administration	1		
				Sub-Total - A	
<b>(B) DEMOLITION</b>					
Item	Unit	Item Description	Quantity	Unit Price	Total Price
No.	Measure			(\$)	(\$)
3	LS	Demolition	LS		
				Sub-Total - B	
<b>(C) INSTALLATION</b>					
Item	Unit	Item Description	Quantity	Unit Price	Total Price
No.	Measure			(\$)	(\$)
4	EA	Procurement and Installation of Makeup Air Unit	2		
5	EA	Procurement and Installation of Exhaust Fans and ductwork	2		
6	LS	Additional Ancillary work (such as but not limited to roof opening modifications and gas hookup)	1		
7	EA	Procurement and Installation of Control Panel	1		
8	LS	Crane (time/rental)	1		
9	LS	Manufacture and Installation of Roof Guard Rails and Stairs	1		
		*Door Seals - excluded from project			
				Sub-Total - C	
				<b>Project Total</b>	
Submitted By:					
Firm:					
Name:					
Date:					

**ATTACHMENT C – ITEMIZED PROPOSAL - BID FORM (CONTINUED)**  
**KCATA PAINT BOOTH IMPROVEMENTS**  
**F26-7017-39A**

The undersigned, acting as an authorized agent or officer for the Bidder, does hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Invitation for Bids and any subsequent Addenda. The Bidder shall immediately notify the KCATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for consideration stated in accordance with the terms and conditions listed in the KCATA IFB. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

---

---

Company Name (Type / Print) Date

---

Address / City / State / Zip

---

Authorized Signature Title

---

Name (Type / Print)

---

Telephone # Facsimile #

---

E-mail Address

**ATTACHMENT D-1**  
**SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS**  
*To Be Completed if Utilizing Subcontractors*

Project # \_\_\_\_\_ Description: \_\_\_\_\_ Date: \_\_\_\_\_

*Form must be submitted for each prospective Offeror and submitted with bid/proposal. Use additional sheets if needed.*

PRIME CONTRACTOR						
Name and Address	Status*	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	Diversity % Participation
					\$	%
PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS - DIVERSE & NON-DIVERSE						
Name and Address	Status*	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	Diversity % Participation
					\$	%
					\$	%
					\$	%
					\$	%
					\$	%

\*Status: P = Prime S = Subcontractor DBE = Disadvantaged Business Enterprise MBE = Minority-Owned Business Enterprise  
 WBE: Woman-Owned Business Enterprise SBE = Small Business Enterprise SLBE = Small Local Business Enterprise

TOTAL VALUE OF WORK \$ \_\_\_\_\_

TOTAL CONTRACT VALUE OF WORK  
 (FROM BID FORM) \$ \_\_\_\_\_

TOTAL DIVERSITY PARTICIPATION \$ \_\_\_\_\_

TOTAL PERCENTAGE OF DIVERSITY PARTICIPATION \_\_\_\_\_%

**THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE SUBCONTRACTOR(S) FOR THE WORK LISTED ON THIS SCHEDULE.**

Prime Contractor (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

**ATTACHMENT D-2**

**LETTER OF INTENT TO SUBCONTRACT**  
*(Required only if subcontracting with diverse firms)*

**IFB # F26-7017-39A0**  
**KCATA Paint Booth Improvements**

\_\_\_\_\_ (“Prime Contractor”) agrees to enter into a contractual agreement with \_\_\_\_\_ (“Diverse Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract:

*(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which Diverse Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)*

\_\_\_\_\_  
\_\_\_\_\_

DIVERSITY CERTIFICATION: \_\_\_\_\_ DBE \_\_\_\_\_ SBE \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ SLBE

CERTIFYING AGENCY(IES): \_\_\_\_\_

CERTIFIED CAPACITIES (NAICS): \_\_\_\_\_  
*Subcontractor to provide copies of current, valid certification(s) listing all eligible disciplines (NAICS).*

Prime Contractor agrees to utilize Diverse Subcontractor in the capacities indicated herein, and Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

\_\_\_\_\_  
Signature: Prime Contractor

\_\_\_\_\_  
Signature: Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT D-3  
 CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER  
 To Be Completed if Utilizing Subcontractors**

Project Number \_\_\_\_\_ Project Title \_\_\_\_\_

Prime Contractor \_\_\_\_\_ Submittal Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the Diversity Business Enterprise submittal requirements on the above project and the Diversity Programs and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize diverse subcontractors on the project.

2. The project goal for Diversity Participation is \_\_\_\_\_%. Bidder/Proposer assures that it will utilize a minimum of the following percentages of Diversity participation in the above project:

BIDDER/PROPOSER PARTICIPATION COMMITMENT \_\_\_\_\_% FOR \_\_\_ DBE \_\_\_ SBE \_\_\_ MBE \_\_\_ WBE \_\_\_ SLBE

3. The following are the diverse subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the diverse subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, (copies of which shall collectively be deemed incorporated herein. *List additional diverse firms, if any, on an additional page and attach to this form.*

Name of Diverse Firm \_\_\_\_\_ % of Work \_\_\_\_\_

Certifying Agency \_\_\_\_\_ Type \_\_\_ DBE \_\_\_ SBE \_\_\_ MBE \_\_\_ WBE \_\_\_ SLBE

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Name of Diverse Firm \_\_\_\_\_ % of Work \_\_\_\_\_

Certifying Agency \_\_\_\_\_ Type \_\_\_ DBE \_\_\_ SBE \_\_\_ MBE \_\_\_ WBE \_\_\_ SLBE

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Name of Diverse Firm \_\_\_\_\_ % of Work \_\_\_\_\_

Certifying Agency \_\_\_\_\_ Type \_\_\_ DBE \_\_\_ SBE \_\_\_ MBE \_\_\_ WBE \_\_\_ SLBE

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

**TOTAL DIVERSITY \$ AMOUNT ON PROJECT:** \$ \_\_\_\_\_

**TOTAL DIVERSITY % COMMITTED TO PROJECT:** \_\_\_\_\_%

**ATTACHMENT D-3 (CONTINUED)**

4. Bidder/Proposer acknowledges that the monetary amount to be paid each listed diverse firm for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed diverse firm as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due to a diverse firm for the purpose of meeting or exceeding the Bidder/Proposer participation commitment.
5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the diversity commitment set for this Project, Bidder/Proposer hereby requests a waiver of the diversity commitment that Bidder/Proposer has failed to achieve. To demonstrate Bidder/Proposer good faith efforts to achieve the commitment, the Bidder/Proposer must submit a narrative summary detailing its efforts and the reasons its efforts were unsuccessful, and include documentation substantiating the efforts as outlined in KCATA's Diverse Business Requirements.
7. Bidder/Proposer has notified each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request.
8. I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein

Bidder/Proposer Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_  
(Attach corporate seal if applicable)

NOTARY:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Seal)

**ATTACHMENT E  
REFERENCES**

Project Number: \_\_\_\_\_ Bidder Name: \_\_\_\_\_

Work accomplished by Contractor which best illustrates current qualification relevant to this project:

Job Description: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
Owner & Location: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contract Date: \_\_\_\_\_ to \_\_\_\_\_

Job Description: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
Owner & Location: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contract Date: \_\_\_\_\_ to \_\_\_\_\_

Job Description: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
Owner & Location: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contract Date: \_\_\_\_\_ to \_\_\_\_\_

Job Description: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
Owner & Location: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contract Date: \_\_\_\_\_ to \_\_\_\_\_

**ATTACHMENT F  
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity complies with the following:

**A. Nondiscrimination in Federal Public Transportation Programs.**

1. Contractor must prohibit:
  - a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age);
  - b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
  - c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and
  - d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

**B. Nondiscrimination – Title VI of the Civil Rights Act.**

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with
  - a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;
  - b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. Part 21; and
  - c) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor must follow
  - a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
  - b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
  - c) all other applicable federal guidance that may be issued.

## KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 2)

### C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
  - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
  - b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
  - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
  - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and
  - e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq., U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25; and federal transit law, specifically 49 U.S.C. § 5332.
4. Nondiscrimination on the Basis of Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332.
5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- D. Access to Services for Persons with Limited English Proficiency.** Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., and its implementing regulation at 28 C.F.R. § 42.405(d), and applicable U.S. Department of Justice guidance.

**KCATA AFFIDAVITS OF CIVIL RIGHTS COMPLIANCE (PAGE 3)**

- E. Promoting Free Speech and Religious Liberty.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
  
- F.** Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

\_\_\_\_\_

Affiant's Signature

\_\_\_\_\_

Date

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Date

My Commission expires: \_\_\_\_\_

**ATTACHMENT G-1  
GUIDELINES FOR COMPLETING  
KCATA WORKFORCE ANALYSIS/EEO-1 REPORT**

Contractor shall apply the following definitions to the categories in the attached Workforce Analysis/EEO-1 Report form. Contractors must submit the Workforce/Analysis form to be considered for contract award. The form is also required for all subcontractors.

**A. RACIAL/ETHNIC**

1. **White** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **Black** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
3. **Hispanic**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.
4. **ASIAN or PACIFIC ISLANDER**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
5. **AMERICAN INDIAN or ALASKAN NATIVE**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**B. JOB CATEGORIES**

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors, and kindred workers.
2. **Professionals**: Includes attorneys, accountants, and kindred workers.
3. **Technicians**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors, and kindred workers.
4. **Sales Workers**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, bookkeepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **Craft Workers** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers, and kindred workers.
7. **Operatives** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **Laborers** (unskilled): Includes laborers performing lifting, digging, mixing, loading, and pulling operations and kindred workers.
9. **Service Workers**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants, and kindred workers.

**ATTACHMENT G-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 REPORT**

*Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero. This form is also required for subcontractors and major suppliers on a project.*

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
	Male	Female	Male						Female						
White			Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
<b>TOTAL</b>															
<b>PREVIOUS YEAR TOTAL</b>															
<b>TYPE OF BUSINESS</b>	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Construction	<input type="checkbox"/> Regular Dealer	<input type="checkbox"/> Selling Agent	<input type="checkbox"/> Service Establishment	<input type="checkbox"/> Other								

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address/City/State/Zip Code

\_\_\_\_\_  
Telephone Number/Fax Number

**ATTACHMENT H-1  
KANSAS CITY AREA TRANSPORTATION AUTHORITY  
AFFIDAVIT OF PRIMARY PARTICIPANT'S COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.  
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

State laws/regulations DO NOT require that we participate in a federal work program operated by the United States Department of Homeland Security or an equivalent program.

I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_ (Seal)

**NOTE:** An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security. Firms may register at <https://www.e-verify.gov/>

**APPENDIX H-2**  
**KANSAS CITY AREA TRANSPORTATION AUTHORITY**  
**AFFIDAVIT OF LOWER-TIER PARTICIPANT'S COMPLIANCE WITH SECTION**  
**285.500 RSMO, ET SEQ. REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

State laws/regulations DO NOT require that we participate in a federal work program operated by the United States Department of Homeland Security or an equivalent program.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_ (Seal)

**NOTE:** An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security. Firms may register at <https://www.e-verify.gov/>

**ATTACHMENT I  
NON-COLLUSION AFFIDAVIT**

**INVITATION FOR BIDS (IFB) F26-7017-39A  
KCATA PAINT BOOTH IMPROVEMENTS**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Bidder Name

The above-named individual being first duly sworn, deposes and says that he or she is an authorized representative of the above Bidder and that all statements made, and facts set out in this proposal for the above referenced project are true and correct and that the Bidder (firm, person, association, or corporation making the bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal in connection with such proposal or any contract which may result from its acceptance.

Affiant further certifies that Bidder is not financially interested in or financially affiliated with, any other Bidder for the project.

By \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

**ATTACHMENT J-1  
CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract), \_\_\_\_\_ 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 agency;
2. Have not within a three-year period preceding this bid, 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third-party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 C.F.R. PART §§ 180.220 and 1200.220 ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT J-2**  
**KANSAS CITY AREA TRANSPORTATION AUTHORITY**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING**  
**DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party Contractor, or potential subcontractor under a major third-party contract) \_\_\_\_\_, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party Contractor, or potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PARTS §§ 180.220 and 1200.220 ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT K-1  
CERTIFICATION OF PRIMARY PARTICIPANTS  
REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (Name and Title of Grantee Official or Potential Contractor for a Major Third-Party Contract), hereby certify on behalf of \_\_\_\_\_ (Name of Grantee or Potential Contractor) that:

1. No Federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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 sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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, 2 C.F.R. § 200.450, 2 C.F.R. Part 200 Appendix II (J) and 49 C.F.R. Part 20. 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**ATTACHMENT K-2  
CERTIFICATION OF LOWER-TIER PARTICIPANTS  
REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (Name and Title of Grantee Official or Potential Contractor for a Major Third-Party Contract), hereby certify on behalf of \_\_\_\_\_ (Name of Grantee or Potential Contractor) that:

1. No Federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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 sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**ATTACHMENT L-1**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY  
CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Primary Participant (name of applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract), \_\_\_\_\_ certifies to the best of its knowledge that:

1. Contractors does not:
  - a. Have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

If the Primary Participant (applicant for FTA grant, or cooperative agreement, or potential third-party Subcontractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 C.F.R. PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT L-2  
KANSAS CITY AREA TRANSPORTATION AUTHORITY  
CERTIFICATION OF LOWER-TIER PARTICIPANT  
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Lower-Tier Participant (name of applicant for an FTA grant or cooperative agreement, or potential Subcontractor for a major third-party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief that:

1. The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months; and

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

If the Lower-Tier Participant (applicant for FTA grant, or cooperative agreement, or potential third-party Subcontractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT M**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

**BUY AMERICA CERTIFICATION FORM  
FOR CONSTRUCTION MATERIALS**

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS – CONSTRUCTION MATERIALS

The bidder or offeror hereby certifies that it will comply with the requirements of the Infrastructure Investment and Jobs Act, Public Law 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021) as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects”, 2 CFR part 184. A list of materials included in this requirement are listed in the Public Law and the OMB memorandum.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date Signed: \_\_\_\_\_

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS – CONSTRUCTION MATERIALS

The bidder or offeror hereby certifies that it cannot comply with the requirements of the Infrastructure Investment and Jobs Act, Public Law 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021) as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects”, 2 CFR part 184. A list of materials included in this requirement are listed in the Public Law and the OMB memorandum.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT N**  
**Davis Bacon Wage Determination (category is Building)**

"General Decision Number: MO20260082 05/18/2026

State: Missouri

Construction Types: Building

Counties: Missouri Counties of  
 Bates, Caldwell, Clay, Jackson,  
 Lafayette and Ray

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ASBE0027-006 10/07/2024

Rates

Fringes

HEAT & FROST INSULATOR (INCLUDES DUCT, PIPE AND MECHANICAL SYSTEMS).....	\$ 43.60	33.52
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BRMO0015-021 06/01/2023

Rates

Fringes

BRICKLAYER.....	\$ 40.53	16.69
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BRMO0018-003 07/05/2023

Rates

Fringes

TILE SETTER.....	\$ 34.09	20.36
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CARP1011-005 05/01/2024

Rates

Fringes

CARPENTER.....	\$ 44.63	22.40
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ELEC0124-012 09/01/2025

Rates

Fringes

ELECTRICIAN.....	\$ 54.01	27.85
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ELEC0124-013 11/25/2024

Rates

Fringes

ELECTRICIAN (COMMUNICATION TECHNICIAN) .....\$ 48.23 25.35

ELEV0012-005 01/01/2025

Rates

Fringes

ELEVATOR MECHANIC. A. VACATION: EMPLOYER CONTRIBUTES 8% OF BASIC HOURLY RATE TO VACATION PAY CREDIT FOR EMPLOYEE WHO HAS WORKED IN BUSINESS MORE THAN 5 YEARS AND 6% FOR 6 MONTHS TO 5 YEARS AS VACATION PAY CREDIT. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY.....\$ 60.69 38.44

ENGI0101-052 04/01/2025

Rates

Fringes

OPERATOR: FORKLIFT.....\$ 44.14 22.42

ENGI0101-053 04/01/2025

Rates

Fringes

OPERATOR: CRANE.....\$ 47.29 22.42

ENGI0101-054 04/01/2025

Rates

Fringes

OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....\$ 45.48 22.42  
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....\$ 45.48 22.42

ENGI0513-026 05/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: OILER.....\$ 39.06 30.38

ENGI0513-027 05/07/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: BULLDOZER.....\$ 45.96 30.57

IRON0010-003 04/01/2025

Rates

Fringes

IRONWORKER.....\$ 39.00 34.25

LABO0110-007 06/04/2025

	Rates	
Fringes		
LABORER: PIPELAYER.....	\$ 40.82	17.56
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LABO0264-009 04/01/2023		
	Rates	
Fringes		
LABORER: COMMON OR GENERAL.....	\$ 31.60	18.25
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LABO1104-007 03/01/2025		
	Rates	
Fringes		
LABORER: MASON TENDER - CEMENT/CONCRETE.....	\$ 31.80	14.91
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PLAS0518-015 04/01/2025		
	Rates	
Fringes		
CEMENT MASON/CONCRETE FINISHER.....	\$ 40.13	20.50
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PLUM0008-021 06/01/2025		
	Rates	
Fringes		
PLUMBER.....	\$ 58.38	25.29
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PLUM0533-014 06/01/2025		
	Rates	
Fringes		
PIPEFITTER.....	\$ 57.51	28.35
-----		
ROOF0020-023 06/01/2024		
	Rates	
Fringes		
ROOFER.....	\$ 38.45	22.29
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SFMO0314-002 10/01/2024		
	Rates	
Fringes		
SPRINKLER FITTER.....	\$ 45.85	25.50
-----		
SHEE0002-036 07/01/2023		
	Rates	
Fringes		
SHEET METAL WORKER.....	\$ 50.43	26.45
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SUMO2020-011 10/10/2023		
	Rates	
Fringes		
PAINTER.....	\$ 24.14	9.67
OPERATOR: LOADER.....	\$ 38.39	17.55
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UAVGMO0001 01/01/2025

Rates

Fringes

LABORER: MASON TENDER - BRICK.....\$ 34.05 15.73

UAVGMO0002 01/01/2025

Rates

Fringes

OPERATOR: ROLLER.....\$ 39.61 30.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====  
END OF GENERAL DECISION

"

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 30

Section 048  
**JACKSON COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$68.67
Boilermaker	\$38.37*
Bricklayer	\$60.27
<b>Carpenter</b>	<b>\$61.82</b>
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.22
Plasterer	
Communications Technician	\$60.34
Electrician (Inside Wireman)	\$69.22
Electrician Outside Lineman	\$59.91
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$102.69
Glazier	\$58.17
Ironworker	\$68.53
Laborer	\$49.56
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.80
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.54
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.40
Plumber	\$76.04
Pipe Fitter	
Roofer	\$59.33
Sheet Metal Worker	\$72.78
Sprinkler Fitter	\$75.09
Truck Driver	\$52.39
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for  
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.98
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$87.19
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.25
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.85
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.18
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.