

## Iteris Scope of Work – Lawrence Regional ITS Architecture Update

### Task 1. Project Initiation and Administration

*This task aligns with RFP Task 1.*

Iteris proposes a structured approach to developing the Lawrence Regional ITS Architecture that features early and active engagement of the stakeholders. The Iteris Team will initiate the project by developing a Project Management Plan (PMP) that serves as the project roadmap. The PMP will give all project participants a clear structure of schedule, milestones and project roles and responsibilities.

An important component of that PMP is an Outreach Plan. The Outreach Plan describes an effective and proven process for engaging the stakeholders and ensuring the resulting architecture represents their operations and needs.

#### **Project Management Plan**

The Iteris Team will develop and provide a PMP no more than two weeks after Notice to Proceed. The draft PMP will contain:

- A master project schedule that illustrates how all milestones will be achieved by the desired project completion date.
- A schedule of all workshops, meetings and biweekly conference call based on TAC input at the Kick-off Meeting.
- Key Iteris Team staff by task and level of effort.
- Project roles and responsibilities.
- Key documents to be reviewed, such as the previous ITS architecture, Transportation 2040 and studies and plans for transit, pedestrian and bicycle travel, as well as web sites, emergency management plans and other documentation identified by the TAC.
- Project assumptions and needs from stakeholders, the MPO and TAC.
- ITS Architecture success factors, risks and mitigating factors.
- A list of deliverables and the Iteris Team process for collecting and incorporating comments.
- Outreach Plan, containing description of:
  - Stakeholders as identified in the existing documentation with the inclusion of emergency management and responders, and in coordination with the L-DC MPO. Stakeholders will be classified as being policy-level, technical and community with an understanding of how each type will interact during the project.
  - Goals of outreach for education and information gathering.
  - Strategy for conducting and documenting stakeholder interaction and workshops, including a project web site.

The PMP will be updated as necessary to reflect new information learned throughout the project. In addition to the PMP, the following other activities will occur as part of the Project Administration.

#### **Kick-off Meeting**

Iteris' Project manager will lead a Kick-off Meeting with members of the TAC and any other individuals identified by the L-DC MPO Project Manager. The Meeting will precede outreach activities and occur within two weeks after Notice to Proceed, dependent on the availability of TAC members. The purpose

of the meeting will be to define the TAC membership, review project goals and objectives, establish the region's ITS Vision, clarify project understanding and approach, and to identify potential stakeholders.

### **Other Meetings**

Iteris proposes bi-weekly status conference calls among the Iteris Team and the TAC. Iteris will host the calls, which will include a webinar component, with the purpose of providing status on the schedule, milestones, current efforts, potential issues and needs. The call will be documented with agendas and notes posted on the Lawrence Regional ITS Architecture web site.

In addition to bi-weekly calls, Iteris proposes two in-person meetings besides the Kick-off meeting. These will be in addition to, but in coordination with, the stakeholder workshop and final presentations. These meetings will precede the workshop and presentations. The purpose will be to review project status, review project deliverables and finalize work plans.

### **Project Web Site**

Iteris will maintain a project web site that contains the most recent information and documents from the architecture development. In Task 5, we will provide on CD, a complete and fully-hyperlinked Lawrence Regional ITS Architecture web site that can be placed directly within the MPO web site or at any location chosen by the MPO. The site will include:

- A background and overview of Lawrence Regional ITS and this project.
- All meeting agendas and minutes.
- All outreach materials and presentations.
- An interactive ITS architecture with hyperlinked access to all architecture components that can be viewed graphically, textually, specifically by stakeholders, inventory, Service Packages, and interfaces.
- Related links, such as to the National ITS Architecture, the FHWA architecture rule and FTA policy, Kansas state ITS architecture, stakeholder web sites and others as identified by the TAC.
- Contact information.

### ***Task 1 Deliverables:***

- Project Management Plan.
- Biweekly status conference calls.
- Kick-off Meeting and Other Meetings, including agendas.
- Monthly progress report and invoices.
- Project web site that contains all project documents, announcements and an interactive Regional ITS Architecture.

## **Task 2. Review Inventory and Assemble Regional Data**

***This task combines RFP Tasks 2 and 3.***

The Iteris approach varies from the RFP scope in this Task. Iteris proposes to engage stakeholders early and in coordination with the effort to document the existing ITS inventory. Iteris will review inventory and assemble regional data simultaneously. This approach is recommended because by assembling and reviewing regional data, such as existing plans and studies, allows the Iteris Team to have a stronger understanding and leads to more educated and thorough discussions with the stakeholders.

The Iteris Team will work with the TAC to identify any additional documentation, web pages, projects or other information that needs to be reflected in the Regional ITS Architecture. The documentation will include, at a minimum:

- Transportation 2040 Plan
- Lawrence-Douglas County Bicycle Plan (2013)
- Lawrence-Douglas County Commuter Park and Ride Study (2013)
- Lawrence-Douglas County Fixed Route Transit Pedestrian Accessibility Study (2013)
- I-70 Commuter Bus Study (2013)
- Kansas Bicycle Plan Update (2013)
- KDOT Statewide Freight Study (2013)

Iteris will review and document the existing and planned ITS to establish:

- Geographic area of Lawrence Region ITS. This will identify overlaps, boundaries and identify those that are specific to the region and those, such as KDOT projects, that may cover more than just the Lawrence Region. The initial understanding of the region will be consistent with the boundaries in 2008 and be revised as necessitated by the stakeholders and projects.
- ITS Services. Existing and planned ITS will be mapped to National ITS Architecture Version 7.0 Services. This will enable Iteris to more easily identify gaps where needs are not addressed by existing services.
- Timing. The timing of projects may be over several intervals to represent the priority of the need, availability of funding and dependence on the deployment of other ITS. We recommend that, to the extent possible, the time frames be consistent with other regional planning to better integrate ITS with those processes.

Following this review, the Iteris Team will work directly with key stakeholders through interviews to better understand their plans and inventory. Iteris will work with stakeholders to identify how current plans fit into the ITS Architecture and how their elements will be defined in architecture terms. Based on the review of existing plans and the outreach to stakeholders, Iteris will:

1. Update existing and previously planned inventory based on the region's key planning documents and existing Architecture, including maintenance. This inventory will be documented in a new Turbo Architecture V7.0 file, including stakeholder and element descriptions.
2. Update the status of ITS inventory based on stakeholder input.
3. Update the Turbo Architecture inventory, including a conversion of the existing Turbo file to be consistent with the National ITS Architecture version 7.0.
4. Develop map-based ITS inventory data.

It should be noted that throughout this project all Turbo output will be made available to the stakeholders for review through the project web site described in Task 1. Through the web site, stakeholders will be able to review and comment on inventory at any time.

At the conclusion of this task, Iteris will deliver **Technical Memorandum #1**, which will summarize the findings of this task and include a summary of the existing ITS inventory by stakeholder and function. The Memorandum will be delivered to stakeholders through the project web site along with a method for

them to provide comments. Comments will be documented and incorporated into the Strategic Deployment Plan (SDP) described in Task 7.

**Task 2 Deliverables:**

- **Technical Memorandum #1** describing the existing studies and plans, current ITS and planned ITS in the region, and a map representation of ITS inventory. The Tech Memo will be delivered in electronic copy via the project web site.
- Lawrence Region ITS inventory and stakeholders on the Lawrence Regional ITS Architecture web site.

### **Task 3. Stakeholder Consultation and Identification of ITS Vision, Goals and Objectives**

*This task aligns with RFP Task 4.*

During Task 2, the Iteris Team will make first contact and interview key stakeholders. One purpose of this effort will be to illustrate the critical role they play in developing the region's ITS plans. Following that effort, the Iteris Team will facilitate Workshop #1.

#### **Stakeholder Workshop**

The Iteris Team will conduct the Stakeholder Workshop at a facility arranged by the L-DC MPO Project Manager. The Team will use the workshop to provide a framework for ITS discussion through the presentation of:

- Project overview
- Proposed project schedule
- ITS overview, specifically tailored to the region and its stakeholders and describing the benefits of the update, how it impacts the stakeholders.
- Description of the region's existing ITS from Task 2, and lead a discussion to refine the understanding and identify other ITS.
- ITS Architecture Process including a discussion of stakeholder roles and responsibilities in the project.

The Iteris Team understands that many of the region's stakeholders already have an understanding of ITS and architecture from the 2008 Architecture process. The Iteris Team will tailor the workshop to expand on that existing knowledge level. Following the brief presentation, the Iteris Team will engage the stakeholders in a guided forum to:

- Review and refine the region's ITS vision, goals, and objectives as defined in 2008.
- Obtain feedback from the stakeholders throughout the discussion and through targeted exercises to determine new needs and changes in priority.

As a starting point for the vision, goals and objectives, the Team will use the region's goals from the Transportation 2040 Plan and those defined in the 2008 Architecture. In fact, throughout the project, those goals will be considered and the ITS project performance measures will be consistent with Transportation 2040 Plan and the MPO's 3C planning process.

The workshop will facilitate discussion of needs by providing visual aids such as posters, maps and activities where stakeholders vote on, draw and mark up maps with ITS concepts. Stakeholders will

complete surveys containing existing needs in a range of transportation service areas, such as emergency management, traffic management and transit operations. Stakeholders will be able to use these to initiate discussion among themselves and with the Project team. Stakeholders will also be able to access the workshop materials and needs survey via the project web site. The Iteris Team will compile online survey findings along with any turned in at the Workshop meeting.

### **Follow-up Stakeholder Outreach**

Following the workshop and online survey, Iteris will stay in contact with stakeholders via e-mail and the project web site. We will encourage their feedback and input through the web site and follow-up as necessary with stakeholders for clarifications. Iteris will ask stakeholders to review their inventory, needs and projects as depicted in the architecture.

### ***Task 3 Deliverables:***

- Stakeholder Meeting and workshop materials.
- Survey instrument, both hard copy and online.
- Brief memorandum documenting the region's ITS Vision, Goals and Objectives.

## **Task 4. Develop Key Regional ITS Strategies, ITS Services and Operational Concept**

***This task combines RFP Tasks 5, 6 and 7.***

The Iteris Team has combined RFP Tasks 5 through 7. The efforts are closely related it is more efficient to perform them in one larger task. In addition, the stakeholders benefit and can better understand the relationship between ITS functions and their roles and responsibilities when presented together.

### **ITS Strategies**

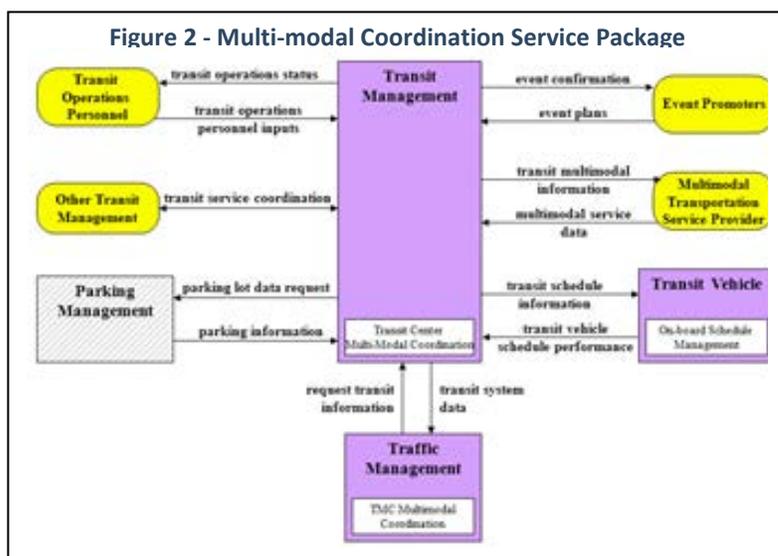
ITS Strategies will be developed the Lawrence Region based on the input of Stakeholders throughout the first three tasks. Regional strategies will be established for the region's applicable ITS User Services. The strategies will be mapped to the region's needs, goals and objectives defined in Task 3. They will be established based on several criteria, including:

- Regional applicability.
- Priority of needs addressed.
- Capability of existing stakeholders to perform the service.
- Dependence of the strategy on available communications, resource availability and the deployment of other needed ITS.

### **Needs Mapping and ITS Service Packages**

The Regional ITS Strategies will broadly describe what the region wants to achieve through ITS deployment. They will directly map to the applicable areas of ITS solutions. For each strategy, the national ITS Architecture provides a set of specific services and corresponding Service Packages. In the National ITS Architecture, there are 97 Service Packages in eight Service Areas. They describe deployable, physical packages of ITS functions and ITS elements such as "Transit Vehicle Tracking" and "Road Weather Data Collection." **Figure 2** provides an example of a Service Package for Multi-modal Coordination.

Iteris will prioritize all stakeholder needs based on their input through surveys, discussions and the workshop. Needs will be ranked as “High”, “Medium” and “Low” priority by scoring and weighing responses by respondent. For example, a stakeholder with a transit background may have its rankings in the transit category given more weight, while emergency responders will have more weight in emergency management. Iteris will then map all needs to the service package or packages that can address them in part or in whole. An example recently completed for Topeka is shown in **Figure 3**. From this mapping process, the Iteris Team will identify all Service Packages that are applicable to the region and the priority of the needs they address.



From this mapping process, the Iteris Team will identify all Service Packages that are applicable to the region and the priority of the needs they address.

A description of each applicable Service Package will include:

- All needs and their priorities addressed by the Service Package.
- A hyperlink to complete descriptions of the Service Package, including a diagram.
- The status of the Service Package as existing or needed in the region.

**Figure 3 - Example: Topeka Needs Mapped to ITS Services**

ITS Service Package	Need(s) Addressed	Need Priority
ID2: ITS Data Warehouse	Improve information sharing among agencies.	High
	Improve interagency coordination.	High
	Coordinate traffic control plans between jurisdictions.	Medium
	Provide central information clearinghouse.	Low
ITS01: Broadcast Traveler Information	Provide more timely dissemination of traveler information.	High
	Provide quality real time congestion related information.	Medium
	Disseminate better information regarding limited alternative routes.	Medium
	Provide interstate / inter-region traveler information covering a wide area (targeted to commercial vehicle operators).	Medium
	Provide better road construction information and notification.	Low
	Expand traveler information delivery methods.	Low
	Provide weather and road info access at rest stops/visitor centers (could be radar screen video/monitor).	Low
	Improve truck storage/parking information (during major road closures).	Low
TIS06: Transportation Operations Information Sharing	Improve interagency coordination.	High
	Coordinate traffic control plans between jurisdictions.	Medium
PTS01: Transit Vehicle Tracking	Enable transit agency to locate bus fleet.	High
PTS07: Multi-modal Coordination	Improve interagency coordination.	High

### **Operational Concept**

The Iteris Team will have begun laying the foundation for defining stakeholder operational roles and responsibilities during the stakeholder interviews and Stakeholder Workshop. During the workshop Iteris will establish a framework of what stakeholders perceive as the roles and responsibilities they are technically and institutionally capable of performing. After defining the existing and needed ITS Service Packages and projects, the Iteris Team will refine roles and responsibilities necessary to achieve the region's goals and objectives through the existing and planned ITS.

Iteris will define roles and responsibilities by stakeholder and by ITS Service with enough detail for stakeholders to understand how they will interact and support ITS in the region, and to identify any capabilities they will need going forward. For example, the City of Lawrence maintenance department may see increased responsibilities for maintaining technologies such as traffic controllers and communications hardware. Local emergency responders may need to have staff available to monitor and control traffic cameras.

### **ITS Projects**

While Service Packages are deployable packages of ITS elements, they are not projects that can be implemented. ITS projects may be comprised of only part of a single Service Package, or of many Service Packages. Projects also provide more detail about quantities, location and stakeholders. For example, a signal upgrade project may include ITS services related to the Packages for Traffic Surveillance and Traffic Signal Control but also indicate which intersections and the specific technologies that will provide the surveillance.

Based on the Service Packages for the region, Iteris will develop a *preliminary* list of ITS project descriptions for the region. The project list will include those projects that have been identified from the region's current plans as well as suggested projects that address the needs of the region and are consistent with the region's plans. The project descriptions will include:

- Project name.
- Project sequence.
- Project purpose and objectives.
- Project stakeholders. Identifying the lead and supporting stakeholders.
- ITS Service Packages used, both existing and new.

The Iteris Team feels it is important to identify potential projects early in the architecture development process. They provide stakeholders an opportunity to see how ITS architecture describes what they plan to do. By introducing potential projects early, it provides the best opportunity to refine and comment on potential solutions for their needs.

### **Technical Memorandum #2**

At the conclusion of Task 4, Iteris will compile the output of Tasks 3 and 4 in Technical Memorandum #2. The Technical Memorandum will provide a logical narrative that guides the reader from ITS vision, goals and objectives through to the functions ITS will perform in the region, and the role and responsibility of the stakeholders in developing, operating and maintaining it. The Memorandum will culminate in describing the potential ITS project for the region in terms of ITS architecture. The Memorandum will illustrate how stakeholders have participated, and how needs have been prioritized and mapped to ITS Service Packages.

As with Technical Memorandum #1, the Memorandum will be delivered to stakeholders through the project web site along with a method for them to provide comments. Comments will be documented and incorporated into the SDP described in Task 7.

**Task 4 Deliverables:**

- **Technical Memorandum #2** covering Tasks 3 through 4 and describing stakeholder involvement, needs assessment, ITS Vision, goals and objectives, strategies, services, operational concept and projects.
- Description of ITS Service Packages and operational concept in the Regional ITS Architecture web site.

## Task 5. Regional ITS Architecture and Web Site

***This task combines RFP Tasks 8 and 11.***

The Iteris Team has combined the architecture development and architecture web site efforts in the RFP Tasks 8 and 11 into this one task. The efforts have been combined because the Iteris Team will use Turbo Architecture and can generate a web-enabled version of the Lawrence Regional ITS Architecture through Turbo. In fact, throughout the project, Iteris will be able to provide the architecture at its current status of development as interactive web pages and invite stakeholder review and comment.

In this task, Iteris will develop an Lawrence Regional ITS Architecture that is consistent with the region's Transportation 2040 Plan and has the full and confident support of the stakeholders. Throughout this project, Iteris will build the architecture in Turbo Architecture, a tool developed by Iteris. This effort will create a complete draft and final Turbo database and generate the federally-compliant documentation.

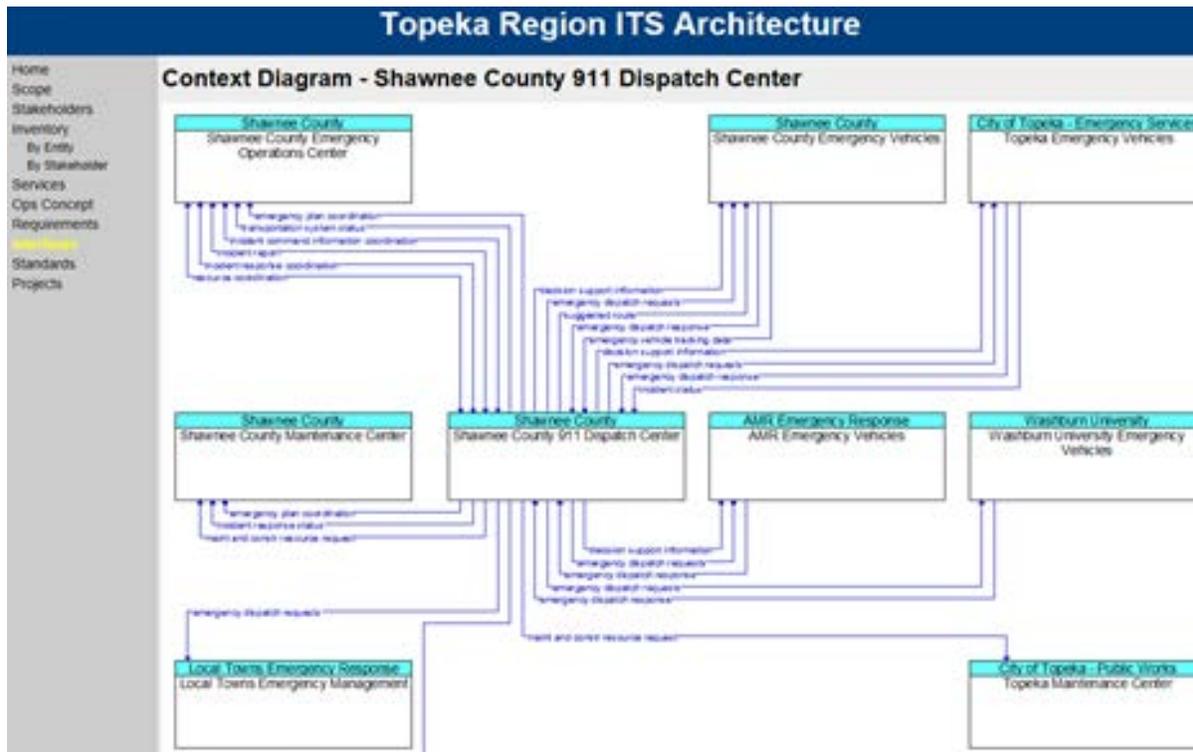
The Turbo and web architecture will be consistent and include the following:

- **Region Description** – both geographic and scope of transportation services, such as surface streets, highways and various modes.
- **Stakeholders** – each stakeholder will be identified and described as to their transportation role in the region. The description of grouped stakeholders will identify each member and the shared role.
- **Operational Concept** – Clearly described roles and responsibilities for each stakeholder, as agreed to by the stakeholders. They may be viewed by stakeholder, project or ITS service.
- **Agreements** – Identification of those agreements that may be required among stakeholders. Agreements can include those memorandums of understanding for project development, as well as operational and funding agreements. The list of potential agreements will be taken from the list of projects involving multiple stakeholders.
- **Functional Requirements** – Clear, precise requirements mapped to ITS services, projects and ITS devices.
- **Interconnects and Information Flows** – A complete list of ITS elements that are, or need to be, connected, and the information they will exchange. They may be viewed by stakeholder, project or ITS service.
- **ITS Standards** – For each information flow and project, the ITS Standards that apply will be described. The standards define open protocols and data exchange formats. By presenting it in a sortable way, stakeholders will be able to easily identify which standards are applicable to their projects and to incorporate them into project design.

- **Project Sequencing** – All projects and their related ITS services, information flows, functional requirements will be sequenced as determined by the stakeholders through prioritization.

As an example of how the architecture will be presented on the web, a page from the Topeka Regional ITS Architecture is shown in **Figure 4**.

Figure 4 - Example: Page from the Topeka ITS Architecture



Iteris leads the National ITS Architecture program for the federal government. In that role, we are responsible for reviewing regional architectures throughout the United States. We have a process in place to evaluate architecture completeness and compliance with FHWA Rule 940.9 and Part V of the FTA National ITS Architecture Policy on Transit Projects. We will apply that review process to the Lawrence Regional ITS Architecture to ensure that it is compliant and validated by the FHWA.

During this development process, Iteris staff will provide access to the MPO to observe the use of Turbo Architecture. The observation will be through “screen-sharing” that allows MPO staff to watch Iteris staff’s computer screen. In conjunction with a conference call, Iteris can explain each architecture development effort. The Iteris Team suggests that to maximize the value of this step that key MPO staff take the National Highway Institute (NHI) online Turbo Architecture training course prior to this effort. The course has been developed by Iteris and is provided free of charge.

**Task 5 Deliverables:**

- Turbo Architecture v7.0 database file containing the complete, compliant Lawrence Regional ITS Architecture.
- Web site containing all components of the Lawrence Regional ITS Architecture in an interactive, hyperlinked format.

## **Task 6. Develop a Maintenance Strategy for the Regional ITS Architecture**

*This task aligns with RFP Task 9.*

Use and Maintenance of an ITS architecture is critical to its long-term viability and to its ability to ensure project-level compliance. In Iteris' national architecture support role, staff have seen regions that do not understand how to use their architectures or perform adequate maintenance because of resource limitations or poorly defined maintenance plans. The most successful architectures are those whose maintenance requirements are realistic, agreed upon and clear, and whose use is clearly explained. The Iteris Team will develop a maintenance plan with realistic and clear strategies for use and maintenance.

### **Use Strategy**

The success of the Lawrence Regional ITS Architecture is dependent upon effective use of the architecture throughout its lifespan. The architecture should be a useful, up-to-date tool for Stakeholders to use in planning their projects to support regional goals.

There are three key times that a Regional ITS Architecture can be used. The first is to assist in the traditional transportation planning process that occurs by all stakeholders within the region to define projects that include ITS elements. The strategy will describe how the architecture can be used to determine the sequence of ITS deployment and provide high-level descriptions that can complement other planning efforts.

Use of the architecture is critical to the systems engineering process for project design. The architecture will provide a high-level project description and requirements that can be expanded upon during the design phase. The use strategy will describe how to reference the architecture and ensure the region's projects remain compliant with federal requirements.

The Use strategy will also describe how the architecture should be used in deployment by using information on agreements and standards that will define proper stakeholder participation and the deployment of open, interoperable systems.

### **Maintenance Strategy**

The Iteris Team approach is based on experience nationally and in other regions. It presents a strategy that is organic and in coordination with the L-DC MPO's long-range planning efforts. The plan minimizes the effort of the architecture maintainers and stakeholders. The Maintenance Plan will describe:

- Ownership of the Regional ITS Architecture.
- Key staff required for architecture maintenance, including estimates of staff time required. This will likely include a maintainer and Change Management Board.
- Structure of the Change Management Board.
- Needed skills and estimated level of effort for maintenance activities.
- A clear step-by-step strategy and schedule for identifying potential architecture changes.
- Change Management templates.
- A suggested transition strategy for the maintenance process in case of any staffing changes.
- Identification of architecture and Turbo Architecture skills required to perform maintenance.
- Training and continuing education opportunities for the architecture maintainer.

It is recommended that architecture maintenance process be scheduled in parallel with other planning efforts. Minor maintenance may occur alongside short-term plans such as the TIP, while major maintenance, such as an architecture update, will take place with updating the MTP.

Our experience suggests that a region cannot expect stakeholders to identify all potential architecture changes. Instead, we propose that the region's project funding processes serve as the gatekeeper to identify new ITS projects and changes in those already planned. For that reason, ITS elements should be identified during the funding request process. By requiring stakeholders to identify ITS as part of the funding request process, the maintainer(s) can evaluate each potential ITS project, map it to the architecture and determine if changes are necessary.

Because the Lawrence Regional ITS Architecture will be available on-line, it is recommended that stakeholders be able to provide comments and suggested changes electronically. Similarly, all change management can be maintained and provided to stakeholders through the web site.

**Task 6 Deliverable:**

- The Lawrence Regional ITS Architecture Maintenance Plan as part of the Strategic Deployment Plan.

## Task 7. Develop a Strategic Deployment Plan

*This task aligns with RFP Task 10.*

Iteris will develop an Lawrence Regional ITS Strategic Deployment Plan (SDP) that is a clear, concise blueprint for ITS deployment in the region. It will be a compilation of the findings of the previous six tasks, tailored for an audience who may not have a thorough understanding of architecture but seek to understand the region's ITS plans.

Turbo Architecture generates much of the output that will be the basis for this report. However, we recognize that its output is technical in nature. The Iteris approach is to provide brief, clear descriptions of what the technical output means and how it is used. The Strategic Deployment Plan will consolidate much of the information already reviewed by the MPO, TAC and stakeholders throughout the project. The Plan will compile these products in finalized format, incorporating all comment and changes identified throughout the project.

The Strategic Deployment Plan will include the following:

- **Executive Summary** – providing a high-level summary of process, projects, intended benefits and costs of planned ITS.
- **ITS Needs, Vision, Goals and Objectives** – mapped to and consistent with the Transportation 2040 Plan.
- **Process Summary** – describing the planning process conducted to develop the Plan.
- **Performance Criteria** – in terms consistent with those in the Transportation 2040 Plan and clearly describing how ITS addresses and resolves regional needs.
- **Region Description** – both geographic and scope of transportation services, such as surface streets, highways and various modes.
- **Sequenced Projects** – consistent with the architecture and providing clear descriptions of:
  - Project purpose and description
  - Lead and supporting stakeholders
  - Needed implementation, operation and funding agreements

- Project performance measures, consistent with other regional plans
- Project sequencing
- Estimated capital, operation and maintenance costs
- **Summarized Benefits** – summarizing expected overall regional improvements in efficiency and safety for the region in terms of the performance measures. Benefit and cost estimates will be based on national averages for similar deployments.
- **A description of the Regional ITS Architecture** – provided in brief terms with reference to the web site, where more detailed information can be viewed and downloaded.

Iteris will develop a draft of the SDP and provide stakeholders two weeks to comment on it before finalizing it. It should be noted that the architecture will be available on the project web site and any comments provided on it will be integrated into the SDP.

**Task 7 Deliverables:**

- Draft version of the **Lawrence Regional ITS Strategic Deployment Plan** and comment form on the project web site.
- Ten hard copy and CD versions of the Final **Lawrence Regional ITS Strategic Deployment Plan**.
- Twenty hard copies of the Plan’s Executive Summary and one electronic copy available on the architecture web site.
- Two CD copies of all source files, including Turbo, all notes, deliverables and map data.

**Task 8. Presentations**

*This task aligns with RFP Task 12.*

In coordination with the SDP, Iteris will provide two presentations in PowerPoint. The first presentation will provide an overview of the Lawrence Region ITS Strategic Deployment Plan. This presentation will provide an overview of ITS and ITS Architecture. It will discuss the region’s ITS projects, their schedules, costs, benefits, participating stakeholders, roles and responsibilities. It will also discuss how the region should use the architecture in project planning, programming and implementation.

Iteris provides training to regions throughout the country under its national ITS Architecture contract. The presentation will utilize that experience and knowledge to develop a presentation that is tailored for the region but is closely tied to federal guidelines for architecture usage. The presentation can be tailored to be any duration as determined with TAC.

This presentation will be delivered to the stakeholders at Workshop #2. At this workshop, Iteris will present the project and sequencing. It will coincide with delivery of the draft SDP and provide stakeholders with an opportunity to discuss and refine the projects prior to finalization of the architecture and SDP.

A second presentation will be developed that provides an executive summary of the ITS architecture and strategic deployment plan. Its target audience will be executive and policy-level individuals. The focus will be on the purpose and benefits of ITS. The presentation will briefly describe projects, their expected impacts and costs, schedule and involved stakeholders. It will allow for its audience to understand what ITS is, how it impacts the region and how they may learn more about specific projects or ITS. This presentation will last fifteen to twenty minutes (or other duration as determined with TAC).

Iteris will present the Strategic Deployment Plan presentation twice, to the MTPO Policy Board and to the MTPO Transportation Advisory Board. We understand that the presentations will be scheduled at the convenience of the Boards and will work with the MTPO during Task #1 to identify the likely times the Boards will meet and to schedule time on their agendas.

***Task 8 Deliverables:***

- Two PowerPoint presentations: Overall ITS Plan and Executive Summary to be posted to the MPO web site.
- Present Overall ITS Plan to stakeholders at Workshop #2.
- Present Executive Summary Presentation to the MPO, its advisory committees, and other key stakeholders.

# DERIVATION OF COST PROPOSAL

## (PROJECT MANAGEMENT AND TECHNICAL SERVICES)

PROJECT DESCRIPTION:

**Lawrence Regional ITS Architecture Update**

CONSULTANT NAME:

**Iteris****DIRECT LABOR:**

Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Project Manager	250.00		\$ 50.82		\$ 12,705.00
Senior Advisor	10.00		\$ 77.60		\$ 776.00
Quality Control	6.00		\$ 77.76		\$ 466.56
Project Engineer	266.00		\$ 28.78		\$ 7,655.48
Administration	20.00		\$ 21.00		\$ 420.00

	<u>Total Hours</u>	552.0		<u>Total Labor</u>	<b>\$ 22,023.04</b>
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**LABOR INFLATION**

	\$ 22,023.04	x	0.00%		= Total Labor Inflation \$ -
				<b>Labor Subtotal</b>	<b>\$ 22,023.04</b>

**OVERHEAD:**

	\$ 22,023.04	x	171.65%		= Total Overhead \$ 37,802.55
			overhead factor	<b>DL &amp; OH Subtotal</b>	<b>\$ 59,825.59</b>

**FACILITY CAPITAL COSTS:**

	\$ 22,023.04	x	0.00%		= \$ -
				<b>Total FCC</b>	<b>\$ -</b>

**DIRECT EXPENSES:**

Rental Car	\$ 240.00
Gas	\$ 125.00
Airfare	\$ 900.00
Hotel	\$ 498.00
Per Diem	\$ 274.00
Miscellaneous	\$ 250.00
<b>Total Direct Expenses</b>	<b>\$ 2,287.00</b>

**SUBCONTRACTS:**

Vireo					\$ 5,249.29
				<b>Total Subcontracted Expenses</b>	<b>\$ 5,249.29</b>

**FIXED FEE:**

\$ 59,825.59	x	12%			= \$ 7,179.07
\$ 5,249.29	x	5%			= \$ 262.46
				<b>Total Fixed Fee</b>	<b>\$ 7,441.53</b>

	<b>TOTAL COSTS</b>	<b>\$ 74,803.41</b>
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**Appendix A**

**CONTRACTOR ASSURANCE**

Special Attachment No. 1  
Sheet 1 of 4

**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 State. 252), §504 of the Rehabilitation Act of 1973 (87 State. 3555) and the Americans with Disabilities Act of 1990 (42 USD 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following nine “Nondiscrimination Clauses”.

**CLARIFICATION**

Where the term “consultant” appears in the following seven “Nondiscrimination Clauses,” the term “consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**Nondiscrimination Clauses**

During the performance of this contract, the consultant, or the consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

(Revised 07-29-1999)

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the Regulations of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23, and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary and the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the

(Revised 07-29-1999)

State of Kansas may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation

- (a) Disadvantaged Businesses are defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
- (b) All necessary and reasonable steps shall be taken accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
- (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898

- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation and use such information in complying with this Order.

- (9) Incorporation of Provisions: The consultant will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and lease of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 07-29-1999)

## APPENDIX B: DBE CONTRACT GOAL FORM

**Appendix B**

Project No. RFP #R1410  
 Contract No. \_\_\_\_\_

**07-19-80-R12 (MPO)**  
 Sheet 1 of 1

**REQUIRED CONTRACT PROVISION  
 DBE CONTRACT GOAL**

The total dollar goal to be subcontracted to KDOT-Certified DBE firms on this contract is  
 \$ 5000.00.

List all KDOT-Certified DBE subcontractors to be utilized. For each DBE subcontractor, identify the line item(s) of work from the Unit Prices List and the dollar value of the work to be subcontracted to the DBE.

**IDENTIFICATION OF DBE PARTICIPATION**

Name of KDOT-Certified DBE Subcontractor	Type of Work	\$ Value of work
Vireo	Outreach and Integration Planning	\$ 5,249.29
		\$
		\$
		\$
		\$
		\$

**Total KDOT-Certified DBE \$** 5,249.29

Iteris. Inc.  
9229 Ward Parkway, Suite 270,  
Kansas City, MO 64114

(Prime Bidding Consultant Name and Address)

**If \$ Value of Work is zero, please attached the Prime Bidding Consultant's Good Faith Effort documentation.**

A list of KDOT-Certified DBEs can be found in the Directory of Disadvantaged Business Enterprises at KDOT's website:<http://www.ksdot.org/divAdmin/DBEConstruction/dbedir.aspx>

Rev. 06/11

**REQUIRED CONTRACT PROVISION**

**FEDERAL AID CONTRACTS  
UTILIZATION OF DISADVANTAGED BUSINESSES**

**I. INTRODUCTION.**

The specific requirements for the utilization of Disadvantaged Business Enterprises, hereinafter referred to as DBEs, are set forth in this Required Contract Provision and are imposed pursuant to 49 CFR Part 26, hereinafter referred to as the regulations. This provision meets or exceeds the regulatory requirements. The regulations always take precedence over normal industry practice.

**A. ASSURANCE.**

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, income status, veteran status or gender in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as the Kansas Department of Transportation deems appropriate.

**B. DEFINITIONS.**

For the purpose of this Required Contract Provision, the following words and phrases shall have the meanings as stated herein:

- (1) Disadvantaged Business Enterprise (DBE) means a small business concern which is independently owned and controlled by one or more socially and economically disadvantaged individuals and which KDOT has certified as a DBE.
  
- (2) Small business concern means a small business as defined by Section 3 of the Small Business Act and relevant regulations except that a small business concern shall not include any firms or affiliated firms owned and controlled by the same socially and economically disadvantaged individual or individuals whose value has average, annual gross receipts in excess of \$22,410,000 over the previous three fiscal years.
  
- (3) Owned and controlled means a business:
  - (a) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals, and
  - (b) Whose management and daily business operations are controlled by one or more such individuals.
  
- (4) Socially disadvantaged individual means a person who is a citizen or lawful permanent resident of the United States, has suffered social disadvantage in education, employment, or business, and who is a(an):
  - (a) Black American (a person having origins in any of the black racial groups of Africa);
  - (b) Hispanic American (includes a person of Mexican, Puerto Rican, Cuban, Central or South American, or any Spanish or Portuguese culture or origin, regardless of race);
  - (c) Native American (includes a person who is American Indian, Eskimo, Aleut or Native Hawaiian);
  - (d) Asian-Pacific American (includes a person whose origin is from the original people of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

- (e) Subcontinent Asian American (includes a person whose origin is India, Pakistan, Bangladesh, Bhutan, Nepal, Sri Lanka, or the Maldives Islands);
- (f) Member of a group, or any other individual of any race or sex, found to be both economically and socially disadvantaged; or
- (g) Women.

(5) Economically disadvantaged means an individual who has a personal net worth of less than \$750,000 excluding the value of their ownership share of the applicant firm and personal residence. The individual has had diminished access to capital and credit compared to non-disadvantaged persons.

(6) Commercially useful function means the qualifying DBE owner performs manages and supervises subcontract work.

(7) Race and gender neutral measure means one that is used to assist any small business.

## **II. DBE CONTRACT GOALS.**

**A.** KDOT strongly encourages all contractors to utilize DBE firms as subcontractors, suppliers, manufacturers, truckers, and brokers whenever possible and feasible. Greater voluntary participation will result in lower and fewer DBE contract goals. KDOT will set DBE contract goals only to meet the portion of its annual goal that is not met by race and gender neutral means and voluntary participation.

**B.** An eligible DBE is one who KDOT has certified and who is listed in the KDOT DBE directory located on the internet at: <http://www.ksdot.org/doingbusiness.asp>. KDOT also prints a paper directory quarterly, and Contractors may ask the KDOT Office of Civil Rights for a copy of the printed directory. However, as it is only published quarterly, Contractors should be aware that the printed directory may list DBE's who were decertified after the directory was printed, and these DBE's would not be considered eligible DBE's in a letting that followed decertification or when examining good faith efforts. Also, the printed directory will not list DBE's who have been certified after the directory was printed, but KDOT will consider these DBE's in a letting and when examining good faith efforts. Thus, the electronic directory controls as it is the most current information KDOT has available. Any bid proposal listing a firm that is not a KDOT certified DBE at the time of bidding will be considered nonresponsive.

**C.** Contractors shall, as a minimum, seek DBE firms working in the same geographic area in which they seek subcontractors for a given solicitation.

**D.** Contractors are required to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE firm. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after the Contractor has submitted a bid to KDOT, must be approved by KDOT Office of Civil Rights. Substitutions will only be allowed for good and sufficient reasons. KDOT must receive a letter from the original DBE stating the reason for the DBE's inability to perform.

**E.** Contractors are also encouraged to use the services of banks owned and controlled by disadvantaged individuals.

**F.** When projects are State or Contractor tied, KDOT will construe DBE participation as if the tied projects are one project. To check DBE participation on tied projects the following method will be used:

(1) Add the DBE goal dollar amount for the individual tied projects. This becomes the required minimum dollar amount to be subcontracted to DBEs.

(2) If the total dollar amount actually subcontracted to DBEs on the tied contracts is equal to or greater than the minimum dollar amounts as computed above, it will be determined that the DBE goals have been met.

(3) If a State of Kansas funded project is tied to a federal aid funded project, the DBE contract goals can only be met by DBE subcontractors on the Federal Aid Project.

### **III. MEETING DBE CONTRACT GOAL CRITERIA.**

The award of the Contract will be conditioned upon satisfaction of the requirements herein established. The apparent low bidder must either meet or exceed the DBE goals for the contract or satisfy KDOT that good faith efforts were made to meet the goals prior to the bid letting.

#### **A. REQUIRED DBE PARTICIPATION INFORMATION.**

All bidders are required to submit to KDOT with the bid proposal the DBE participation information described below on the form provided in the proposal.

- (1) The names of KDOT certified DBE firms that will participate in the Contract (if none, so indicate);
- (2) A description of the work each named DBE firm will perform (if none, so indicate);
- (3) The actual dollar amount anticipated to be paid to each named DBE firm (if zero dollars, so indicate); except
- (4) If the named DBE firm is a supplier, enter 60% of the actual dollar amount anticipated to be paid (if zero dollars, so indicate);
- (5) The actual dollar amount (not to exceed 10 percent of DBE subcontract) to be paid ahead of work as DBE mobilization.
- (6) For federal aid contracts with a zero DBE goal, list all subcontractors to be utilized, including DBE firms, if any.

#### **B. GOOD FAITH DETERMINATION.**

It is the bidder's responsibility to meet the DBE contract goals or to provide information to enable KDOT to determine that, prior to bidding, the bidder made good faith efforts to meet such goals.

- (1) Good Faith Information Submittal. If the low bidder's required DBE information indicates that the DBE contract goals will be met, the contract will proceed toward award and the low bidder need not submit any further DBE information. Good faith documentation must be submitted within two working days of the bid opening. Example: if bids are opened on Wednesday at 2 p.m., the good faith documentation must be at KDOT Office of Civil Rights before 5 p.m. on Friday.
- (2) KDOT Review. KDOT will review all information submitted to determine if the low bidder has met the DBE contract goals and, if not, whether the low bidder made sufficient good faith efforts to meet such goals. The determination of good faith efforts is made on a case-by-case basis and depends on the particular circumstances of the procurement. The issue KDOT will consider is whether the bidder took those steps, a reasonable bidder would have taken to actively and aggressively obtain DBE participation sufficient to meet the goal. A KDOT determination that the low bidder's information failed to show sufficient good faith shall be just cause for rejection of the bid. If the low bid is rejected, the above procedure will be applied to the next lowest bidder, and other bidders if necessary, until a bidder is found that meets the DBE contract goals or establishes that good faith efforts were made to meet the goal. KDOT reserves the right to reject all bids and re-advertise the Contract.
- (3) Establishing Good Faith Efforts. To demonstrate good faith efforts to meet DBE contract goals, submit to KDOT documentation on the factors listed as (a) through (g). KDOT has assigned a percentage to each factor that shows the relative importance of each factor to KDOT and to the other

factors. These percentages are a guide only; the circumstances of a particular procurement may justify different percentages or consideration of factors not mentioned. In evaluating the reasonableness of the low bidder's efforts, KDOT may consider whether other bidders met the goal or failed to meet the goal. In evaluating the reasonableness of the low bidder's efforts, KDOT will consider all documentation submitted; yet, documentation created during the bidding process is more credible than documentation created after the letting.

(a) The bidder negotiated in good faith with interested DBEs. It is the bidder's responsibility to consider the available pool of certified DBEs when determining subcontract or supply needs. It is the bidder's responsibility to furnish DBEs with information about plans or specifications to facilitate the bid. Include names of DBEs considered, information given to the DBE, if any, and an explanation of why agreements could not be reached for DBEs to perform the work. (25%)

(b) The bidder selected portions of work for which KDOT has capable, certified DBE's to perform. This may include breaking out work items or subcontracting items the prime contractor normally performs. (20%)

(c) The bidder used good business judgment in rejecting a DBE quote, considering both price and capabilities. If a DBE quote represents a reasonable price for performing the work, the bidder should use that quote even though the DBE quote is higher than a non-DBE quote. However, bidders do not have to use excessive or unreasonable quotes. Before determining that a DBE quote is excessive, the bidder should inquire as to the reason for the disparity between the DBE and non-DBE quotes. The bidder should also evaluate what impact, if any, using a higher DBE price would have on the bidder's overall project bid. A higher DBE price may not be excessive or unreasonable if the price differential is a very small part of the project bid. (20%)

(d) The bidder solicited capable, certified DBEs through pre-bid meetings, advertising, telephone, mail, facsimile, e-mail, or a combination of the foregoing. The solicitation must have occurred within sufficient time to allow a DBE to respond. Follow up all initial contacts, whether the contact was solicited or unsolicited. If a DBE expresses an interest in the contract or a desire to quote and fails to submit a quote, follow up that contact, whether the contact was solicited or unsolicited. Receiving substantial unsolicited quotes may not be considered actively and aggressively pursuing DBE participation. (10%)

(e) The bidder assisted interested DBEs in obtaining equipment, supplies, or materials for the project being bid. (10%)

(f) The combinations of DBEs the bidder considered in trying to meet the goal. It is acceptable to use a portion of several DBE bids. (10%)

(g) The bidder assisted interested DBEs in obtaining bonding, credit, or insurance on the project being bid. (5%)

(4) Staff of KDOT's Office of Civil Rights and the Chief of Construction and Maintenance will review the documentation submitted and either accept or reject the good faith effort submittal.

(5) At the bidder's request, KDOT's Director of Operations will hold an informal hearing to discuss the bidder's good faith effort submittal. The bidder may have legal counsel present, at the bidder's expense. After the appeal hearing, the Director of Operations will issue the Agency's final administrative decision on whether the bidder made a good faith effort. The decision will be in writing and will explain the basis for the Agency's decision. This will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

### **C. COUNTING DBE PARTICIPATION TOWARD DBE CONTRACT GOALS.**

DBE participation shall be counted toward meeting the DBE contract goals pursuant to this contract as follows:

(1) A contractor may count toward its DBE contract goals the total dollar value of a contract paid to an eligible DBE, including an approved DBE protégé.

*NOTE: At the time the bid is submitted on the DBE goal sheet, list the actual amount intended to be paid to the DBE. On Form 259, submitted after award, list the same amount as in the contract line item. If this amount differs from the DBE subcontract amount, list the latter amount on the bottom of the form with an explanation.*

(2) A DBE, bidding as a prime contractor, may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE prime contractor, including the cost of supplies and materials the DBE obtains. *Example: A DBE contractor bids as a prime contractor. The contract specifies a \$10,000.00 DBE goal. The DBE prime contractor performs \$50,000 of the work with its own forces. The DBE prime contractor has met the \$10,000 goal.*

(3) A contractor may count toward its DBE goals a portion of the total dollar value of a subcontract with an eligible DBE joint venture equal in proportion to the percentage of ownership and control of the DBE partner in the joint venture. *Example: A contract specifies a \$5,000.00 DBE contract goal. Prime contractor bids \$100,000.00 subcontracting with a joint venture DBE/non-DBE contractor for \$20,000.00 of the work. The percentage of ownership and control of the DBE/non-DBE joint venture is 25% DBE and 75% non-DBE. The prime contractor may count \$5,000.00 ( $\$20,000.00 \times .25$ ; i.e. total dollar value times the percentage of DBE ownership) toward the DBE contract goal, thus fulfilling the DBE requirements of the contract.*

(4) If a non-DBE contractor and DBE contractor form a joint venture and bid as a prime contractor, the joint venture contractor shall fully meet the DBE contract goals specified in the project special provision. The joint venture contractor may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE participant in the joint venture.

*Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$10,000.00. The DBE participant in the joint venture performs \$50,000 of the work with its own forces. The joint venture has met the \$10,000 goal. Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$100,000.00. The DBE participant in the joint venture performs \$80,000 of the work with its own forces. The joint venture must obtain the remaining \$20,000 in goal through use of another certified DBE firm, or show good faith efforts if the joint venture fails to meet the \$100,000 goal.*

(5) A contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies obtained from a DBE regular dealer, and 100 percent from a DBE manufacturer. A letter must be submitted to KDOT, detailing the amount, but the amount does not count as a subcontracted percentage.

(a) A manufacturer is a firm that operates a facility that produces goods from raw material on the premises.

(b) A regular dealer is a firm that owns, operates, or maintains a store, or warehouse where materials are stocked and regularly sold to the public. A regular dealer of bulk items (sand, gravel, etc.) need not stock the product if it owns or long-term leases distribution equipment. The supply of structural steel, steel assemblies and petroleum products do not count toward any KDOT DBE goal. A dealer must be responsible for material quality control and must deliver with its own or long term leased equipment to count toward the DBE goal.

(6) A contractor may count toward its DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers:

(a) The commission charged for providing a bona fide service in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, provided the commission is reasonable and customary.

(b) The commissions charged for bonds or insurance provided by a DBE broker for the specific performance of the contract, provided the fee is reasonable and customary. A letter must be submitted detailing the amount, but does not count as a subcontracted percentage.

(7) A contractor may count toward its DBE goals the amount paid to a DBE trucker for transportation or delivery services.

(a) A DBE trucker who picks up a product at point A and delivers the product to the contractor at point B provides a delivery service. The full amount paid for this service counts toward the DBE goal.

(b) Some DBE truckers are also a regular dealer (supplier) of a bulk item. In this case, the amount paid for the material delivered will count as 60 percent toward the DBE goal. The DBE trucker is responsible for the quality of the material.

(c) For DBE truckers or suppliers to be credited toward DBE contract goals, the contractor must submit a letter to KDOT detailing all information formerly found on Form 259, prior to the start of the trucking or supply of material and requesting DBE subcontract credit.

#### **D. COMMERCIALY USEFUL FUNCTION.**

The prime contractor is responsible for ensuring that DBE firms under subcontract to meet a DBE goal perform a commercially useful function (CUF). Failure to fulfill this obligation is a breach of contract and KDOT may invoke the sanctions listed in Section IV (Sanctions). The three criteria for a CUF are:

(1) The DBE firm shall manage the work through personal direct supervision by the DBE owner or a skilled, knowledgeable, full-time superintendent. Management includes scheduling work, ordering equipment and materials, hiring and firing employees, and submitting all required forms and reports. The DBE is not in compliance with this provision if the DBE subcontracts out part or all of the work to another entity.

(2) The DBE shall own all equipment, long term lease all equipment, or own some equipment and long term lease the remaining equipment except for specialized equipment as noted below.

(a) If the DBE leases equipment, the DBE shall have a written lease that gives the DBE full control of the equipment during the lease period. The DBE shall use its own workers to operate leased equipment.

(b) A DBE may enter into long term leases with companies operating as prime contractors. The DBE is not in compliance with this provision if the DBE leases equipment from the prime contractor on the project for that project only.

(c) Exception for specialized equipment: The DBE may lease short term specialized equipment such as a crane from another contractor or third party if this equipment is necessary for the DBE to perform its work and the equipment is of such a nature that it is not economically feasible or practical for the DBE to lease the equipment long term. The contractor shall bill the DBE for this equipment and the DBE shall pay the contractor for the equipment. The DBE is not in compliance with this provision if the contractor deducts from the DBE's pay estimate specialized equipment costs rather than submitting an invoice to and receiving payment from the DBE.

(3) The DBE shall negotiate the cost of, arrange delivery of, and pay for materials, supplies, labor, and equipment. Invoices shall be billed to the DBE and paid by the DBE.

(4) KDOT will not count towards goal or give DBE contract goal credit for the following:

- (a) Monies the prime contractor pays directly for supplies, materials, labor or equipment on the DBE's behalf except for two-party checks approved under Section III.E below.
- (b) Costs deducted from a DBE's pay estimate for supplies, materials, labor or equipment the prime contractor or its affiliate provided.
- (c) Costs incurred for equipment the DBE leases from the contractor on the project if the DBE is using the equipment for that project only and the equipment is not part of a long term lease agreement.
- (d) Costs associated with a portion of a bid item that the Agency is unable to measure clearly.
- (e) Costs incurred for work subcontracted outside normal industry practices, just to meet a goal.

(5) KDOT's determination that a DBE is not performing or did not perform a CUF is not appealable to the US Department of Transportation. KDOT's determination will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

#### **E. BUSINESS INTEGRITY**

Any person or entity will be found to be out of compliance with this required contract provision if any investigation reveals a commission or omission of any act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty. Such commission or omissions include, but are not limited to:

- (1) Violating any applicable law, regulation, or obligation relating to the performance of obligations incurred pursuant to an agreement with a recipient under a KDOT financial assistance program or,
- (2) Making, or procuring to be made, any false statement or using deceit to influence in any way any action of KDOT.

#### **F. TWO PARTY CHECKS.**

To comply with the current regulation, KDOT is implementing the following two party check procedures. The prime contractor is responsible for following the procedure and for ensuring that DBE subcontractors follow the procedure.

- (1) The DBE owner shall make the request for a two party check to the Office of Civil Rights and shall explain the benefit to the DBE firm.
- (2) The prime contractor shall send the check to the DBE owner who will endorse and forward the check to the supplier. This should be done within the 10 day prompt pay timeframe.
- (3) The amount of the check should not exceed the amount of material paid by KDOT on the latest estimate. *For example if the estimate was taken on 7/23, pay the material bill through 7/23 not through 7/31.*
- (4) Two party checks shall be issued only long enough to establish credit for the DBE firm.
- (5) KDOT will not count towards goal or give DBE contract goal credit for two party checks that have not been pre-approved by KDOT.

#### **IV. SANCTIONS.**

If KDOT finds any contractor, sub-contractor, DBE, joint venture, or mentor/protégé to be out of compliance with this required contract provision, KDOT may impose one or more of the following sanctions:

- (1) Withhold payment of progress payments until the contractor or DBE contractor complies with the payment requirements of this Special Provision.

- (2) Remove the non-complying DBE from the DBE directory until the DBE shows the company is meeting the requirements necessary to perform a CUF, including payment of all bills.
- (3) Deny goal credit as previously stated for failure to replace a non-performing DBE with another DBE (unless good faith effort was made), failure to meet the requirements necessary to perform a CUF, or failure to follow two party check procedures.
- (4) Assess and deduct as liquidated damages the monetary difference between the DBE goal amount and the amount actually paid to the DBEs for which KDOT has allowed DBE goal credit.
- (5) Reject the bidder's bid if the bidder failed to meet the DBE goal and failed to show good faith effort to meet the goal.
- (6) Refer the matter to the Office of the Attorney General, the US Department of Justice, or both for follow-up action.
- (7) Enforce all other remedies KDOT has under other contract provisions such as contract termination, contractor suspension, contractor debarment, and sanctions for failing to pay promptly.

01-26-09 OCR (DW/CDB)  
Jul-09 Letting

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Mike King, Secretary  
Jim L. Kowach, P.E., Chief

# Kansas

Department of Transportation  
*Bureau of Design*

Phone: 785-296-3531  
Fax: 785-296-6946  
Hearing Impaired 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>  
Sam Brownback, Governor

## CONTRACT REIMBURSEMENT for HOTEL, PER DIEM, and MEAL POLICY

Attention Contract Partners:

The allowance of "reasonable" rates for hotels and per diem in contracts has been vague for consultants and sub-consultants, but will now be defined as the amount allowed for state employees.

Beginning September 1, 2012, no out-of-state hotel bills will be reimbursed without advanced written approval (prime and/or sub-consultant). No additional markup will be allowed on in state (or approved out of state) hotel bills. A copy of the hotel receipt will be required for reimbursement (prime and/or sub-consultant). The amount allowed, not including taxes, will be \$83.00 per night, however there may be occasional instances when lodging cannot be secured for \$83.00 per night. In those cases, up to a maximum of \$125.00, not including taxes, will be allowed. Any amounts above these daily rates or un-approved out of state stays, will not be reimbursed.

Effective immediately, the maximum reimbursable rate for per diem for overnight travel instances will be \$46.00 per day (\$11 for breakfast, \$12 for lunch, and \$23 for dinner). Any amounts above these rates will not be reimbursed. No meal allowance/reimbursement will be made for those not on overnight travel per diem. All individuals on per diem are responsible for their own receipts. Please notify your sub-consultants of these changes and rates.

If you have any questions, please contact me.

Thank you.



Jim L. Kowach, P.E.

c: Ms. Rhonda Seitz- Chief, Bureau of Fiscal Services

**Energy Conservation Requirements**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

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.

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**Clean Water Requirements**

**33 U.S.C. 1251**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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**Federal Changes**

**49 CFR Part 18**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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**CLEAN AIR**

**42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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**No Government Obligation to Third Parties**

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

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

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**Program Fraud and False or Fraudulent Statements and Related Acts**

**31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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**Termination**

**49 U.S.C. Part 18  
FTA Circular 4220.1E**

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

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

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

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

If Contractor fails to remedy to CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CITY setting forth the nature of said breach or default, CITY 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 CITY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that CITY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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### Civil Rights Requirements

**29 U.S.C. § 623, 42 U.S.C. § 2000**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

#### **Civil Rights - The following requirements apply to the underlying contract:**

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
  - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of

age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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### **Breaches and Dispute Resolution**

#### **49 CFR Part 18 FTA Circular 4220.1E**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY's *City Manager*. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the *City Manager* shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by CITY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY 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.

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**Incorporation of Federal Transit Administration (FTA) Terms**

**FTA Circular 4220.1E**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause CITY to be in violation of the FTA terms and conditions.

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