

PROFESSIONAL SERVICES AGREEMENT

THIS Professional Services Agreement is made this ___ day of _____, 2012, by and between the City of Lawrence, Kansas, a municipal corporation, and Viable Third Community, L.L.C., a Kansas limited liability company.

RECITALS

- A.** The City of Lawrence, Kansas ("City"), a municipal corporation, in behalf of the Lawrence-Douglas County Metropolitan Planning Organization ("MPO"), is in need of certain services.
- B.** Viable Third Community, L.L.C. ("Consultant"), a Kansas limited liability company, has expertise in citizen participation, public policy, and related activities.
- C.** The City, in behalf of the MPO, wishes to engage Consultant as an independent contractor to perform the needed services, which are described in detail in the document entitled "Scope of Services" (a copy of that document is affixed hereto as Exhibit A).
- D.** The Consultant is willing and able to provide the services for which the City, in behalf of the MPO, wishes to engage it and agrees to perform those services in accordance with the terms and conditions of this Professional Services Agreement, as set forth below.

AGREEMENT

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. Engagement. The City hereby engages Consultant as an independent contractor to perform the services hereinafter described and Consultant hereby accepts that engagement.

SECTION 2. Services.

- (a) Scope of Services.** Consultant shall perform those services ("Contract Services") specifically described in Exhibit A, which document is affixed hereto and incorporated herein by reference as if set forth in full. The parties may agree at any time to expand or modify the scope of the Contract Services. Such agreement shall be in writing and shall be attached to this Professional Services Agreement as an Addendum.

- (b) **Subcontracting Services.** Consultant may not, without first obtaining written consent of the City, subcontract any of the Contract Services.
- (c) **Time of Performance.** Time is of the essence. Upon execution of this Professional Services Agreement, Consultant shall commence performance of the Contract Services in accordance with the time-table established at Exhibit A.
- (d) **Expiration.** The "Initial Term" of this Professional Services Agreement shall commence upon the execution of this document and shall expire at midnight on the one year anniversary of the date of execution. The City shall have the option, and may exercise that option by giving Notice in writing before the expiration of this Professional Services Agreement, to extend the Initial Term for a period of time not to exceed three months in order that the time of expiration may coincide with the MTP Update planning process and for the completion of deliverables and other activities specified in Exhibit A. The provisions regarding indemnity and insurance shall survive the expiration of this Professional Services Agreement.
- (e) **Qualified Personnel.** Consultant shall provide sufficient qualified personnel to perform the Contract Services. Additionally, Consultant agrees to provide qualified personnel to perform inspections, to prepare reports, and to perform other duties hereunder, as may reasonably be requested by the City.
- (f) **Performance.** In performing the Contract Services, Consultant agrees to take all steps necessary for the full and effective performance of those tasks.

SECTION 3. Compensation and Reimbursement of Expenses.

- (a) **Compensation.** Subject to the limitations established at Section 3(c), City shall pay Consultant for the actual hours that Consultant's professional staff spends performing the Contract Services. City shall also pay Consultant for Subcontracting Services authorized by the City in accordance with Section 2(b). The parties agree that the amounts payable to Consultant for actual work performed shall in no way be dependent upon the nature of the conclusions reached or the reports or advice given by Consultant; nor are they dependent upon the success or lack of success of the City's project(s).

- (b) **Reimbursement for Expenses.** Subject to the limitations established at Section 3(c) and in addition to the City's payment of Compensation as established at Section 3(a), the City agrees to reimburse Consultant for all out-of-pocket expenses and related administrative expenses incurred by Consultant in connection with the performance of the Contract Services established by this Professional Services Agreement, including but not limited to long-distance telephone calls, postage, messengers, mileage for transportation between Kansas City, Missouri, and public forums in Douglas County, Kansas, supplies used at the public forums, other communications costs, and the costs of computer time. The City also agrees to pay directly all expenses for any printed materials needed for advertisement of the public forums. Such costs may include print advertising, public placards, public advertising, and flyers.
- (c) **Maximum Compensation and Reimbursement.** Unless otherwise agreed upon by the parties in writing, the maximum total amount payable to Consultant **(i)** as compensation for Contract Services and any Subcontracting Services under Section 3(a) and **(ii)** as reimbursement for expenses under Section 3(b), shall not exceed the sum of Twenty Thousand Dollars (\$20,000.00). Unless otherwise agreed by the parties in writing, Consultant shall not be requested to provide Contract Services or to incur related expenses to the extent that the cost of such Contract Services or related expenses would exceed \$20,000.00. Maximum Compensation and Reimbursement for Expenses shall be based on the amounts listed at Exhibit B, which document is affixed hereto and incorporated herein by reference as if set forth in full.
- (d) **Payment Terms.** Consultant shall send invoices to City, not more frequently than once per month, setting forth the Contract Services performed and the amount of Compensation under Section 3(a) and Reimbursement for Expenses under Section 3(b) due under this Professional Services Agreement. To be eligible for reimbursement, all expenses shall be listed individually and shall be accompanied by receipts or other applicable documentation establishing that Consultant has incurred those expenses in the course of performing under this Professional Services Agreement. All invoices are payable upon receipt by the City. The City agrees to make such payment within thirty days of receipt of the invoice. The City also agrees to accept electronic invoices for services and scanned copies of receipts and other documentation. Consultant agrees to provide the City with originals before the City is obligated to pay the invoice. All invoices sent from Consultant to City for payment will include a progress report summarizing the work done by Consultant under each invoice.

SECTION 4. Termination of Professional Services Agreement. The parties may terminate this Agreement at any time, for convenience or for cause, upon ten (10) days written Notice to the other party. In the event that the City terminates the Agreement for convenience, then it shall pay Consultant for Contract Services satisfactorily performed by the Consultant and for all associated expenses incurred therewith prior to the termination. Under no circumstance, in the event of termination of this Professional Services Agreement, will the Consultant be entitled to recover anticipated profits or consequential damages. The provisions regarding indemnity and insurance shall survive the termination of this Professional Services Agreement.

SECTION 5. Reports and Documents.

- (a) **Property and Possession.** All reports, studies, analyses, memoranda, and related data and material, as may be developed during the performance of the Contract Services, shall be submitted to and shall be the exclusive property of the City, which shall have the right to use the same for any purpose without further compensation to Consultant. Consultant may use its own proprietary software for the purposes of generating the data required by this Professional Services Agreement. The parties agree that the City shall retain all rights to the data generated, but that the Consultant shall retain all rights to the proprietary software.
- (b) **Status of Documents upon Expiration or Termination.** If this Professional Service Agreement expires or is terminated for any reason, including cause, all finished or unfinished documents prepared as part of the Contract Services shall immediately be transmitted to the City by Consultant, with the exception of the Consultant's proprietary software, as noted in Section 5(a).
- (c) **Confidentiality.** Consultant shall not release to any person except the City and its authorized agents any reports or related materials prepared for the City by the Consultant as the Contract Services and maintained confidentially by the City. This Professional Services Agreement, however, does not preclude Consultant from providing any service (whether or not similar in nature to the Contract Services hereunder) in behalf of other clients in the City of Lawrence, Kansas, or elsewhere.

All reports and documents prepared, assembled, or compiled by Consultant pursuant to the terms of this Professional Services Agreement are to be considered confidential and Consultant agrees that it will not, without prior written consent of the City, submit or make the same available to any individual, agency, public body, or organization other than

the City and its authorized agents, except as may otherwise herein by provided.

SECTION 6. Compliance with Equal Opportunity Laws, Regulations, and Rules.

- (a) Consultant agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, and the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.*, and shall not discriminate against any person, in the course of performing under this Professional Services Agreement, because of that person's race, religion, sex, disability, national origin, ancestry, sexual orientation, familial status, or age.
- (b) In all solicitations or advertisements for employees, Consultant shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- (c) If Consultant fails to comply with the manner in which Consultant reports to the KHRC in accordance with the provisions of K.S.A. 44-1031 and any amendment thereto, Consultant shall be deemed to have breached the present Professional Services Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Professional Services Agreement, either in whole or in part.
- (d) If Consultant is found guilty or liable for any violation of the KAAD or the KADEA by way of a final decision or order of the KHRC, then Consultant shall be deemed to have breached the present Professional Services Agreement and the City shall, in accordance with Section 5, have the right to cancel, terminate, or suspend the terms of this Professional Services Agreement, either in whole or in part.
- (e) In any subcontract, to which the City consents in accordance with Section 2(b) of this Professional Services Agreement, Consultant agrees to include the language of Sections 6(a) through 6(d) and agrees to make such language applicable to any subcontractor hereunder.
- (f) Consultant also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.

SECTION 7. Insurance.

- (a) **General.** Consultant shall secure and maintain, throughout the duration of this Professional Services Agreement, Insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. Consultant shall provide certificates of insurance and renewals thereof on forms approved by the City. The City shall be notified by receipt of written notice from the insurer at least thirty days prior to material modifications or cancellation of any policy listed on the certificate.
- (b) **Notice of Claim.** Consultant, upon receiving notice of any claim in connection with its performance of Contract Services under this Professional Services Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- (c) **Reduction of Policy Limits.** Consultant shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Professional Services Agreement) if the Consultant's limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts required hereunder. In that event, Consultant shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- (d) **Insurance Required.** Consultant agrees to secure and maintain the following insurance:

- (i) **General Liability:**

- General Aggregate: \$500,000.00
 - Personal and Advertising Injury: \$500,000.00
 - Each Occurrence: \$500,000.00

- Additionally, the policy must include the following:

- (A) Broad Form Contractual/Contractually Assumed Liability;
 - (B) Independent Contractors
 - (C) Name the City of Lawrence, Kansas, as an additional insured.

(ii) **Automobile Liability:**

The Policy shall protect Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of all owned, hired, or non-owned vehicles and must include protection for either **(A)** any automobile or **(B)** all owned automobiles and all hired and non-owned automobiles. **(C)** The Policy must also name the City of Lawrence, Kansas, as an additional insured.

Limits:

Each Accident, Combined Single Limits

Bodily Injury and Property Damage: \$500,000.00

(iii) **Workers' Compensation:**

Bodily Injury by Accident: \$100,000.00 each accident

Injury by Disease: \$500,000.00

Bodily Injury by Disease: \$100,000.00 each employee

If Consultant has no employees, it must execute a waiver on a form provided by the City.

(iv) **Professional Liability:**

The Consultant shall maintain through the duration of the Professional Services Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) and shall provide the City with certification thereof.

(e) **Insurance Ratings.** For the purposes of this Professional Services Agreement, the City will only accept coverage from an insurance carrier that offers proof:

- (i) **(A)** that it is licensed to do business in the State of Kansas;
(B) that it carries a Best's policyholder rating of A- or better; and
(C) that it carries at least a Class VIII financial rating. **OR**

(ii) that it is a company mutually agreed upon by the City and Consultant.

(f) **Certificate of Insurance Forms.** The parties agree that certification of insurance coverage under this Professional Services Agreement shall be on the City's standard Certificate of Insurance Form or on other forms acceptable to the City.

SECTION 8. Indemnification. Consultant agrees to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from any and all claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including attorneys' fees, but only to the extent that such are caused by Consultant's breach of this Professional Services Agreement or by Consultant's negligence in performing any action necessary for the performance under this Professional Services Agreement. (For the purposes of this Section, Consultant means Consultant or any person acting in behalf of Consultant or for whom Consultant is responsible).

SECTION 9. Quality Assurance. Consultant agrees that it shall perform its work and services under this Professional Services Agreement in accordance with recognized professional standards prevalent in the field of citizen participation and transportation planning. Further, Consultant agrees that it shall perform its work and service under this Professional Services Agreement with professional expertise, skills, and knowledge of state of the art procedures and techniques in all relevant subject matters. Consultant agrees that, accordingly, it shall be capable of performing the necessary consulting and other services required by the City and possesses the ready comprehension of the required subject matter and the expertise to provide citizen participation and transportation planning for the City.

SECTION 10. Entire Agreement.

- (a) This Professional Services Agreement, and Exhibits A and B, represent the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements between the parties, whether written or oral. This Professional Services Agreement may be amended only by a written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become a part of this Professional Services Agreement and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- (b) No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations set forth in this Professional Services Agreement; and none of its provisions shall be deemed waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, modification, or amendment made in writing and signed by both parties. No evidence of notice, waiver modification, or amendment, other than evidence of such in writing, shall be introduced as evidence at any proceeding, either legal or administrative.

SECTION 11. Assignment. This Professional Services Agreement is non-assignable by the Consultant and any subcontractor of Consultant approved by the City in accordance with Section 2(b).

SECTION 12. Notices. All notices, demands, or other communications, which may be or are required to be given by any party to any other party under this Professional Services Agreement, shall be in writing and shall be hand-delivered, mailed by first class mail, registered or certified mail, return receipt requested, postage prepaid, or sent by overnight express mail, postage prepaid, return receipt requested, to the following addresses:

(a) If to Consultant:

Viable Third Community, LLC
3239 Wabash Avenue
Kansas City, Missouri 64109
Attn: Robyne Stevenson

(b) If to the City:

City of Lawrence, Kansas
6 East 6th Street
P. O. Box 708
Lawrence, Kansas 66044
Attn: David L. Corliss, City Manager

Copy to: Todd Girdler, Senior Transportation Planner

SECTION 13. Authorizations. Each person executing this Professional Services Agreement in behalf of the City and Consultant hereby represents and warrants that he or she has the authority to bind his or her respective party hereto and that all acts requisite to confer authorization to enter into this Professional Services Agreement have been taken and completed.

SECTION 14. Independent Contractor. In no event, while performing under this Professional Services Agreement, shall Consultant be deemed to be acting as an employee of the City; rather, Consultant shall be deemed to be an independent contractor. Nothing expressed herein or implied herein shall be construed as creating between Consultant and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

SECTION 15. Kansas Cash-Basis Law. This Professional Services Agreement must comply with the applicable provisions of the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.* The City, in its own behalf or in behalf of the MPO, is obligated only to make payments under this Professional Services Agreement as may be lawfully made from funds budgeted and appropriated for the purposes set forth in this Professional Services Agreement during the City's current budget year. In the event that the City does not so budget and appropriate funds, the parties acknowledge and agree that they shall be relieved of all obligations under this Professional Services Agreement without penalty. To the extent that the City does so budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

SECTION 16. Conflict of Interest. Consultant is currently unaware of any conflict of interest with any party affected by this Professional Services Agreement and agrees that, if any conflict or potential conflict of interest should arise in the future, it will give notice to the City immediately.

SECTION 17. Legal Action. The parties agree that the appropriate venues for any legal actions arising out of this Professional Services Agreement are the District Court of Douglas County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.

SECTION 18. Force Majeure. Neither party shall be deemed to be at default under this Professional Services Agreement to the extent that any delay in performance results from any cause beyond its reasonable control and without its intentional act or negligence.

SECTION 19. Captions. The Captions of this Professional Services Agreement are for convenience only and are not meant by the parties to define, limit, or enlarge the scope of this Professional Services Agreement or its terms.

SECTION 20. Recitals. The recitals set forth at the beginning of this Professional Services Agreement are adopted and incorporated herein by reference as if set forth in full and shall be effective as if repeated *verbatim*.

SECTION 21. Governing Law. This Professional Services Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

SECTION 22. Severability. In the event that any provision of this Professional Services Agreement shall be held invalid and unenforceable, the remaining portions of this contract shall remain valid and binding upon the parties.

IN WITNESS WHEREOF, the undersigned have caused this Professional Services Agreement to be executed as of the date noted above.

**CITY OF LAWRENCE, KANSAS, a
municipal corporation**

DAVID L. CORLISS
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of February, 2012, before me the undersigned, a notary public in and for the County and State aforesaid, came David L. Corliss, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

CONTRACTOR ASSURANCE

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.
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- (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)

EXHIBIT A: SCOPE OF SERVICES

The purpose of this project is to provide an “open and deliberative planning process” through public engagement across a variety of means such as public forums, online survey and information sharing, and visual renderings.

The project is centered around statements of purpose and goals based on the Lawrence–Douglas County MPO Public Participation Plan (PPP).

- 1. Inform the public of the process and the value of their participation** – this requires a general campaign of marketing and awareness that can be carried out on the MPO website as well as postings in existing outlets such as neighborhood newsletters and public service announcements. Media coverage of the process for public engagement should be encouraged.
- 2. Generate feedback from the general public on the proposed transportation plan updates** – the online surveys and public forums will be the vehicles to reach this goal.
- 3. Visualize the options to the public** – MPO staff should provide visual representations of the transportation plan online at a minimum. Visualization boards should be available for all public forums. Previews could be made available by positioning boards in City Halls and libraries and County buildings.
- 4. Demonstrate accountability** -show how the public engagement will be included in the final product. Outline the feedback process, incorporation process, and comment process before final decisions and adoptions are made. Schedules should be posted online and made available at all forums. Responses and comments as well as forum summaries will be made available for public review as part of the participation summary. This may be posted online and provided in the final transportation plan update.
- 5. Generate Feedback on the Process** - part of the online surveys and the paper surveys at forums should be standard questions (as found in the MPO Public Participation Plan) about how people prefer to participate, barriers to participation, involvement with transportation planning, and suggestions for improvements to make to the MPO’s public participation process.

Consultant will be responsible for the following items related to the project:

1. Schedule and host all public involvement and public meetings about or for the public involvement process for the MTP update.

Public Meetings

At least 5 public forums will be held; one in Lawrence, one on the KU campus for the KU community, and 3 in outlying communities. A separate process for the outlying cities and towns will parallel the Lawrence public forum strategy. Forums will be held in convenient locations, well known to the public with easy access and at appropriate times to maximize participation. Consultant will work with the City to identify these locations. Consultant will ensure that each forum is led by a skilled facilitator with support personnel to take notes and record the key outcomes. The MPO will be responsible for providing visual presentation of goals and achievements related to the current T-2030 plan and will make that available to Consultant for use at the public forums. The MPO will ensure that a representative is available at every forum to make remarks.

Surveys

Consultant will conduct an online survey process using a link that can be distributed in emails to the current MPO public participation list. Surveys will be sent to neighborhood and community groups and major employers for circulation to their employees, and posted to the MPO website and other city and county sites. Advertisements will be made, such as posters to be positioned in libraries where people are using computer terminals to encourage engagement. Upon completion of the online survey, the respondent will see a list of public forum dates and locations to encourage more in-depth involvement. The survey content will be created with input and ultimate approval by the MPO. Important to this process is to identify the geographic location of respondents (by zip code) as well as their demographic characteristics and provide anonymity in the survey. Opportunity to request follow-up should be provided (sending email or mailing notices of results, forum dates, comment period, location of proposed documents, etc.).

Communication Content

Consultant will recommend the content, design, and distribution and will manage the distribution of any printed materials for public distribution and consumption. Consultant will prepare content related to this contract to be posted on the MPO website. Materials (printed and online content) will be approved by the MPO staff before it is distributed or posted. The City will make available to Consultant, any web-based feedback from the public that is not available to the public, such as emails.

Web-Based Information Gathering

Consultant will, in consultation with MPO staff and with their approval, conduct a campaign to generate web-based information from the general public about transportation planning issues such as critical intersections, desired improvements, priorities, and challenges, using QR-code approaches through advertising, links for picture sharing, and other web-based processes. All data generated will be part of the official MPO planning process.

Engaging Stakeholder Groups

A second phase of public involvement will focus on the stakeholder groups in the MPO area. Interviews and/or specialized focus groups will be conducted with at least 20 representatives of stakeholders to generate feedback on their institutional and organizational perspective of transportation issues – for instance how their employee productivity is affected, client access to organization service locations, regional access and aesthetic qualities affected by transportation, and their desired outcomes. The stakeholder list in the Lawrence-Douglas County MPO Public Participation Plan will be used to start the process. MPO staff will be consulted for updates to the list and any prioritization.

2. Develop the materials and content for the public participation plan.

Consultant will provide a set of recommendations for public participation plan updates and the public engagement timeline to expand on this proposal after consultation with MPO staff and any other stakeholders as requested by the MPO. All work will be provided in Microsoft Office compatible formats.

3. Write and summarize all public involvement comments.

Consultant will summarize all online comments, survey responses, forum conversations and survey responses, and interview results and provide them to the MPO staff within 30 days of completion of each component. A final summary of all public comments will be provided to the MPO as needed to coincide with the draft of the new MTP (T-2040) document.

4. Review and comment, and draft the Public Participation portion of the draft MTP document.

Consultant will review the draft of the T-2040 document and will make comments before the official public comment period begins. Consultant will prepare the Public Participation portion of the draft T-2040 MTP based on the results of the public engagement process. All draft work will be done with consultation and oversight from the MPO staff. Subsequently, Consultant also will provide review of the MPO and TAC comments on the T-2040 MTP draft in preparation for the Public Hearing phase.

5. Incorporate TAC and MPO comments, post the document for public review, and make the draft available to the public (per the PPP). Collect public comments and answer questions pertaining to the public participation process.

Consultant will incorporate any and all TAC, MPO, and public comments into the draft T-2040 MTP document. This incorporation process will be directed to ensuring that appropriate public comments and consensus or prevalent comments are included. MPO staff will have the final approval of the draft document and responsibility for the completed draft that is posted for public comment. During the public comment period, the consultant will use the online process to generate public comment, including notifying previous participants that the draft document is available for comment. This may include comments from public officials of the cities and county. Consultant will respond to public comment questions as is feasible and refer technical questions to the MPO staff for appropriate and accurate responses. Consultant will provide the MPO staff with copies of any and all questions that Consultant answers.

6. Keep notes and records of public participation activities and meetings.

Consultant will maintain all public comments generated through the T-2040 MTP development process. The results of the summary of comments relevant to the public participation process will be culled and made available for the technical appendix of the T-2040 document.

7. Additional and/or specialized work products are noted in the RFP and include:

Consultant will schedule and arrange meetings for public involvement activities including the launching of the T-2040 MTP Update web site.

A timeline of public involvement events scheduled will be created by Consultant, approved by the MPO, posted online, and made available at locations listed in the MPO's PPP.

Consultant will ensure that MPO staff, T-2040 Advisory Committee, and the MPO Policy Board are kept up to date with regular compilations and summaries of public participation activities and meetings.

The draft Plan will be made available for a 30-day review period and will be presented to the Lawrence City Commission, the Douglas County Commission, and the Lawrence-Douglas County MPO. Comments received will be discussed by the T-2040 Advisory Committee and incorporated in the final document where

appropriate. Consultant will ensure that all of their activities comply with all appropriate government regulations for public participation in this MTP update process. Consultant will seek to ensure that the public participation process for the T-2040 MTP development follows the MPO's PPP and satisfies KDOT and USDOT partners while obtaining meaningful local input.

TIMELINE

It is anticipated that the scope of services will be completed within one year of the execution date of the contract between Consultant and the City. If the T-2040 process is not completed within that year, Consultant will agree to continue work for an additional 3 months upon execution of a contract addendum. This addendum will be a time extension only and not increase the contract payment.

All public participation information and data will be provided to the City within 30 days of collection and will be provided in its entirety according to the Scope of Services in this Exhibit.

EXHIBIT B: COSTS AND REIMBURSEMENT

Tasks	Man Hours @ \$50/hr	Cost
1. Generate Public Comment (PM)	40	\$2000
Public Meetings (F)	30	\$1500
Surveys (PM, OL, TC)	40	\$2000
Web-based Information Gathering (PM, OL, MC)	20	\$1000
Communication Content (PM, OL)	15	\$750
Engaging Stakeholder Groups (PM)	40	\$2000
2. Public Participation Plan (PM, TC)	20	\$1000
3. Summarize Public Comments (MC)	40	\$2000
4. Review and Prepare Public Participation Portion of Draft MTP document (PM, TC)	20	\$1000
5. Incorporate Comments and Disseminate Draft MTP for Public Comment (TC, PM)	15	\$750
6. Keep notes and records of public comments (PM, MC)	10	\$500
7. Public Participation Process accountability tasks (PM)	10	\$500
Total – Direct Staff Cost	300	\$15,000
Total – Projected Reimbursable Expenses		\$2200
Total Contract Amount		\$17,200
Total Maximum Contract Cost Allowed		\$20,000

PM – Project Management

F – Facilitation

OL – Online Management

MC – Management of Public Comment

TC – Transportation Consultation