



**REQUEST FOR QUALIFICATIONS  
FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL ANALYSIS SERVICES**

IN RELATION TO THE  
RIVERFRONT RAILROAD CROSSING ELIMINATION (RCE) PROJECT  
(N. LYDIA AVE FROM BERKLEY PARKWAY TO 3RD STREET)

DATE OF ISSUANCE:  
September 4, 2024

## SECTION I. ABOUT PORT KC

The Port Authority of Kansas City, Missouri (“**Port KC**”), is a political subdivision established pursuant to Chapter 68, RSMo. Port KC’s mission is to grow the economy of Kansas City’s port district through transportation, global commerce and development.

Port KC possesses broad governmental and business enterprise powers for promoting economic development and job creation. The most important of these powers include the following:

- To acquire, own, construct, redevelop, lease, maintain, and conduct land reclamation, residential, commercial and mixed-use development, industrial parks, facilities, terminals, terminal facilities and any other type of port facility;
- To promote and expand inland and river port commercial throughput of cargo and freight;
- To identify and pursue redevelopment opportunities at blighted and historic preservation sites;
- To redevelop the Downtown Kansas City Riverfront to promote and develop new opportunities for residence, commerce and leisure; and
- To promote the full integration of multi-modal transportation assets to increase commercial opportunities locally, nationally and internationally.

More information on Port KC may be found at [www.portkc.com](http://www.portkc.com)

## SECTION II. BACKGROUND AND INSTRUCTION

Port KC is soliciting statements of qualifications (“**SOQs**”) from qualified and experienced firms to provide preliminary engineering and environmental analysis services under the National Environmental Policy Act (“**NEPA**”) to enable Port KC, in conjunction with various public and private project partners, to proceed with the design, permitting and construction of the Riverfront Railroad Crossing Elimination (RCE) project (the “**Project**”) as stated in this RFQ.

The objective of this RFQ is to identify those firms that specialize in providing preliminary engineering and environmental analysis services in support of the NEPA processes and procedures, the formulation of project deliverables, and the completion of legally compliant NEPA supporting documentation.

Port KC recognizes the link between safe mobility and economic development. In furtherance of the development and safety of Berkley Riverfront, Port KC was awarded a FY22 Federal Railroad Administration’s (FRA) Railroad Crossing Elimination (RCE) Program Grant. This Request for Qualifications (“**RFQ**”) comprises critical design, engineering, and coordination components of the RCE grant that will result in increasing safety, enhancing efficiency, and spurring economic growth for the greater downtown area. Any contract awarded through this RFQ is anticipated to be funded by the RCE program funds and will be subject to any requirements of the grant.

A Selection Committee will select up to three (3) highly qualified firms (those which it determines to be the best qualified and capable of performing the Scope of Work), and Port KC will thereafter commence negotiations for the execution of a contract to perform the Scope of Work. If Port KC and the best qualified and capable firm are unable to reach agreement, Port KC will then commence negotiation with the next highest ranked firm, and continuing thereafter in descending order, until such time as they are able to

finalize the terms of a contract for the Scope of Work or Port KC elects to terminate this RFQ.

### SECTION III. PROJECT NARRATIVE

The objective of the Project is to complete a comprehensive National Environmental Policy Act (NEPA) evaluation and preliminary engineering (PE) design. Activities to be undertaken by this Project include assessments and engineering related to the potential relocation of the BNSF mainline closer to the CPKC and UP mainlines, which will consolidate the rail footprint into one area.

The potential benefits of altering the BNSF mainline are:

- Shorten the distance a potential viaduct would have to span at Lydia Avenue.
- Create additional open space and provide increased safety measures for BNSF.
- Increase the radius of a tight BNSF curve on the west side of the realignment.

Additionally, a complete analysis of the alternatives to improve access and rail operations and their potential impacts to the actual work will be evaluated. The Project has the following main components:

- Design of roadway closure treatments and grade separation.
- Preparation of all NEPA documents.
  - Including satisfying all environmental requirements.
  - Including Section 106 and cultural assessments.
- Creation of Project specific agreements with the directly impacted railroads.

The ultimate construction of the improvements to be identified with this study will greatly enhance safety for the nearby community and the area as a whole by reducing the number of existing at-grade railroad crossings, enhance pedestrian and cyclist access options through to the Riverfront, and reduce traffic congestion associated with queuing at grade crossings.

The existing railroad crossings provide no pedestrian, bicycling, or ADA accommodations to connect with the myriad of attractions and venues located at Berkley Riverfront. Access to the Riverfront is limited by complexities associated with several adjacent rail lines owned and operated by three different railroads: BNSF, Union Pacific, and CPKC. These rail lines isolate the Riverfront neighborhood from the rest of Kansas City, with only N. Lydia Avenue crossing these rail lines into Berkley Riverfront. These rail lines, along with dozens of properties and large utilities, pose a challenge to grade separation. Failure to address accessibility for all modes around the railroad crossings will present more unsafe crossings and increase the likelihood of crashes and serious injuries and potentially fatalities with more traffic at the Riverfront and adjacent neighborhoods.

The improved access to the Riverfront will provide congestion relief, reduce emissions, and improve emergency response times, which can impact health outcomes. Guinotte Manor is one of the closest communities to the N. Lydia Avenue crossing. It is a low-income housing development with a median annual income of only \$13,000. Providing safe access across N. Lydia Avenue for non-motorized transportation will allow this community access to jobs, the Berkley Riverfront amenities, including vast green space, and public events that they might otherwise be excluded from. The anticipated outcomes of the Project will have to be a practical, feasible, publicly, and politically supported plan to provide a safe and separated entrance to the City's dynamic Riverfront.

The Project is located in the greater downtown area of Kansas City, Missouri in Jackson County. Three at-grade crossings comprised of four railroad tracks across N. Lydia Avenue between Berkley Riverfront and Columbus Park are the subject of this study. N. Lydia Avenue is maintained by the City of Kansas City (KCMO) and connects to Berkley Riverfront Park and the Riverfront development area (controlled by Port KC).

This Project studies how to mitigate safety challenges through the elimination of three N. Lydia Avenue at-grade railroad crossings that separate residents from the growing Riverfront development and nearby KC Streetcar transportation access. The Project will achieve three primary objectives:

1. Assess and document environmental clearances required for the Project. This assessment will include roadway and bridge realignment, rail realignment, new pedestrian and bike infrastructure development, and high-voltage power line and utility relocation.
2. Develop and assess potential access and alignment alternatives for grade separation at the existing crossings owned by Union Pacific, BNSF, and CPKC (two tracks). This assessment will focus on access and safety for pedestrians, cyclists, and transit users and automobiles. It will look for opportunities to eliminate additional grade crossings in the area. It will also include substantial public engagement to incorporate community needs and priorities and to build support for the preferred solution. The Project team is particularly interested in learning the priorities and needs of residents from nearby underserved neighborhoods.
3. Develop 30% design plans for a locally preferred alternative, including the rail realignment, grade separation, pedestrian/bicycle facilities, utility relocation, and adjacent roadway improvements.

The location of the Project and a depiction of the existing conditions are attached to this RFQ as “Appendix A.”

Additional information relative to the nature and intended scope of the Project can be found within the narratives supporting the RCE grant request attached to this RFQ as “Appendix B.”

#### SECTION IV. PROJECT FUNDING & ADMINISTRATION

Federal funding sources are being utilized for purposes of the preliminary engineering and environmental analysis services. Port KC’s expectation is that the selected firm awarded a contract in response to this RFQ will conduct its activities and work product in such a manner as to meet or exceed all applicable NEPA and FRA policies and regulations.

The Project will be administered by Port KC, with a project team that includes, but is not limited, to the following governmental and civic organizations the “**Project Partners**”:

City of Kansas City, Missouri  
Missouri Department of Transportation  
Federal Railroad Administration

## SECTION V. SCOPE OF WORK

The following are the specific tasks which Port KC anticipates will be performed by the successful firm (collectively, the “**Scope of Work**”):

### **Task 1: Program Management**

The selected firm will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Scope of Work. The Detailed Project Work Plan will also include information about the Project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Grantee and agency review durations), a detailed Project Budget, and the environmental class of action.

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

- Detailed Project Work Plan, Budget, and Schedule
- Final Performance Report
- Project Agreements (if applicable)

### **Task 2: NEPA Documentation**

#### A. Definition of Purpose and Need

The selected firm will develop a clear statement of purpose and need for evaluating the NEPA study, including:

- Define the purpose and need for the Project
- Define goals and objectives for the study
- Develop evaluation criteria (including the extent of environmental factors to be used in the evaluation process, and other relevant criteria)
- Identify key Project issues/challenges and opportunities
- Identify the Project study area

#### B. Alternatives Development

The selected firm will identify alternatives to address the access challenges created by the at-grade crossings at the aforementioned locations and also determine design standards necessary to achieve the Project goals. Design standards research will include bridge types, necessary roadway facilities, lane expectations, design speed, access level, typical cross sections, right-of-way width, horizontal and vertical curvature limits, drainage criteria, and selection of bridge types, widths, lengths, and vertical clearances. Alternatives will include linking options for each geographic segment that satisfy the logical termini established for the study. All alternatives will be options that have independent utility as a stand-alone build alternative.

## C. Alternatives Screening

The selected firm will:

- Determine which build alternatives should be carried forward for a detailed evaluation in the Environmental Assessment (EA).
- Compare all alternatives to how effectively they satisfy the Purpose and Need. The EA will discuss how each alternative satisfies or fails to satisfy the Purpose and Need.
- Determine which improvements should be linked together to form complete and stand-alone build alternatives upon completion of the screening process.
- Develop an appropriate matrix and graphics to illustrate the alternatives and summarize the screening process in a memorandum.

### **Task 2 Deliverables:**

- Alternatives Screening and Evaluation Memorandum

### **Task 3: Environmental Planning**

#### A. Agency Scoping and Data Collection

The selected firm will:

- Coordinate with MoDOT to identify participating and cooperating agencies to be engaged in the study process.
- Assist FHWA in contacting Federally recognized Tribes that may have an interest in the study, and provide Scoping Packets for FHWA to distribute to invited Tribes.
- Obtain plat maps and property ownership information from Jackson County, specifying agency (Federal or state) properties.
- Identify/verify major utility and transportation infrastructure (i.e., pipelines, overhead utility lines, flood control structures, and other transportation corridors).
- Identify potential Section 4(f) properties and provide MoDOT with information for Section 4(f) determination by FHWA.
- Verify Section 6(f) properties with Section 6(f) county listings provided by MoDOT. Provide details on verified Section 6(f) property boundaries.
- Prepare environmental basemaps at 1" = 200 ft. USGS and 1" = 200 ft. aerial photo mosaic.
- Prepare an environmental constraints map and narrative.

#### B. Environmental Evaluation

The selected firm will:

- Conduct an environmental analysis of all reasonable alternatives. No more than two build alternatives will be carried forward in the EA.
- Screen initial alternatives based on the Purpose and Need and an initial environmental evaluation. This will be followed by a detailed evaluation of environmental and engineering impacts of the remaining reasonable alternatives.
- Develop a matrix for environmental and engineering screening and evaluation analysis.

## C. Environmental Assessment

The selected firm will:

- General
  - Verify the presence and approximate size of vegetated wetlands and other special aquatic sites through desktop analysis and "windshield verification survey".
  - Locate springs, caves, sinkholes, and other unique features based on desktop analysis.
  - Identify threatened, endangered, and rare wildlife habitats and terrestrial natural communities through desktop analysis and windshield verification.
  - Verify the locations of publicly owned recreation areas, wildlife refuges and management areas, campgrounds, historic sites, etc. through desktop analysis and windshield verification.
  - Develop a preliminary list of important community and social institutions and services (e.g., schools, emergency services, hospitals, and shelters).
  - Identify sensitive and protected populations as defined by Title VI, Environmental Justice, Limited English Proficiency (LEP), and ADA (Americans with Disabilities Act) through desktop analysis and limited field reconnaissance.
- Waters of the U.S. and Wetland Information
  - Present information on stream, wetland, and hydric soils for all reasonable alternatives in the draft environmental document screening. Field delineations may be conducted for the Preferred Alternative following the issuance of the environmental decision.
- Displacement and Relocation Impacts Analysis:
  - Evaluate displacement and relocation impacts.
  - Review relocation assistance programs administered by the state.
  - Discuss comparable available housing and business locations within the metropolitan area.
  - Further define impacts to affected communities and neighborhoods, including a discussion of potential relocations and the federally mandated relocation assistance process in materials available at public meetings.
- Visual Assessment:
  - Describe the character of the visual environment, identifying existing sensitive visual resources, if any, and indicating if the Project is in a visually sensitive urban or rural setting.
  - Identify potential visual quality impacts, if any, by describing the relationship of the impacts to viewers from the roadway and of the roadway.
  - Coordinate visual assessment with evaluation of indirect effects on National Register of Historic Places or eligible resources.
- Noise Effects Analysis:
  - Complete a noise analysis that follows the FHWA guidelines outlined in 23 CFR 772, NEPA of 1969 and the State of Missouri's noise analysis procedures. The potential alternatives under consideration may result in a substantial horizontal and/or vertical alteration of the facility and would therefore be considered as a Type I Project.
- Air Quality Assessment:
  - Conduct a qualitative air quality assessment to evaluate the air quality standards in the study area for the Existing Condition, No Action Build Condition, and the Build Condition.

The result will be compared with the National Ambient Air Quality Standards (NAQSS). An air quality memorandum will address the requirements of the Clean Air Act Amendments of 1990 (CAAA90) section 196(c) and the conformity requirements of the State Implementation Plan (SIP), which is the attainment of the NAAQS. Recent measures by the U.S. Environmental Protection Agency (EPA) to improve air quality and general national trends in the region will also be discussed.

- Section 4(f) Impacts:
  - Prepare the Section 4(f) Evaluation, including an Alternatives Analysis, a Memorandum of Agreement (MOA), Information to Accompany the MOA, and MOA supporting appendices for circulation to consulting parties. One MOA will be prepared for the Project. Once approved the selected firm will incorporate it into the environmental document.
- Hazardous Materials Assessment:
  - Identify all sites that impact the build alternatives from the narrowed down list of alternatives.
  - Verify the potential presence or absence of unrecorded hazardous waste, hazardous material, or solid waste disposal sites through interviews and land record investigations.
- Cultural Resources Documentation
  - Collaborate with local agencies to identify and invite appropriate entities as consultant participants to develop and review the MOA. The results of the architectural and archaeological investigations will be presented in a single report. MoDOT will lead the Section 106 consultation on behalf of FHWA.
- Floodplain Study
  - Complete the study for each alternative encroaching on a designated or proposed regulatory floodway, and commensurate with the level of encroachment; document the consistency with the National Flood Insurance Program (NFIP) standards and the coordination with the Federal Emergency Management Agency (FEMA), State Emergency Management Agency (SEMA), the United States Army Corps of Engineers (including Section 408 as necessary), and local agencies.
- Biotic Communities and Threatened and Endangered Species
  - Present an overview of the natural (terrestrial and aquatic) communities presented in the study area.
  - Use GIS data and windshield review to identify potential habitats for protected bat species.
  - Note: Field reconnaissance does not require bat habitat assessment of the bridge and surrounding habitats (compliant with the 2016 Range-wide Indiana Bat Summer Survey Guidelines (Indiana Bat Guidance) and the Final 4d Rule for the Northern Long-eared Bat (NLEB Guidance) issued in 2016).
- Transportation System Effects
  - Evaluate the existing transportation system and possible benefits from proposed transportation improvements (i.e., identification, characterization, and mapping of existing and planned components of the system within the study area).

### **Task 3 Deliverables:**

- Water Resources Technical Memorandum (to include waters of the US, wetlands, floodplains, and water quality)
- Visual Assessment Memorandum



- Noise Analysis Technical Report
- Air Quality Technical Memorandum
- Draft and Final Section 4(f) Evaluation, including the Alternatives Analysis, MOA, and Information to Accompany the MOA
- Hazardous Materials Technical Report
- Draft and Final Cultural Resources Survey Report
- Biotic Communities Technical Memorandum

#### **Task 4: Traffic Studies**

##### A. Traffic Data

The selected firm will prepare traffic model networks for reasonable alternatives strategies, including the No-Build alternative, running simulations for morning and evening peak hour periods in 2040. PTV VISSIM output measures will be tabulated and compared with No-Build and alternatives for 2040. As needed, the alternatives' volumes and/or travel patterns will be ascertained from 2040 DTA/EMME alternative model runs.

##### B. Safety and Traffic Operations Analysis

The selected firm will calculate construction year and design year Levels of Service by current Highway Capacity Manual methodologies for defined sections and major intersections along the route for all reasonable alternatives, including the No-Build alternative. The Level of Service will be calculated for the residual traffic on the existing route for all reasonable alternatives; mitigation measures will also be calculated if needed.

##### C. Transit, Transportation System Management (TSM), and Transportation Demand Management (TDM) Alternatives

The selected firm will explore opportunities for universal design and less highway-intensive strategies. These investigations will be incorporated into the alternative analyses for the preliminary and final environmental document.

#### **Task 4 Deliverables:**

- Traffic Study Report for incorporation into Environmental Document (NEPA)

#### **Task 5: Social and Economic Studies**

The selected firm will perform socioeconomic and qualitative analyses where there are foreseeable social or relocation impacts. The socioeconomic analysis shall be completed in a stepwise manner to achieve the appropriate level of analysis. The initial analysis shall include the qualitative assessment of the Project area as well as the descriptive data for the social and economic parameters outlined below:

- Determine impacts on industrial and community settings, characterizing the impacted

population.

- Examine changes in travel patterns and accessibility (e.g., vehicular, commuter, bicycle, or pedestrian) for each of the reasonable alternatives.
- Compare the impact of reasonable alternatives on school districts, recreation areas, churches, businesses, police, and fire protection, etc.
- Assess the impact of the alternatives on highway and traffic safety as well as on overall public safety.
- Present demographic data profiling the Project area and the region using census data. Identify benefits to vulnerable populations in the study area and mitigation measures provided by the Project to improve quality of life.
- Determine whether the alternatives would disproportionately and/or adversely impact any low-income, minority, or unique social groups. The selected firm will follow MoDOT and FHWA guidance on best practices for Title VI and Environmental Justice considerations.
- Prepare Community Impact Assessment Report.

The selected firm will also perform the following social and economic studies:

- Right of Way Acquisition and Displacement Impacts: estimate the number of displaced and partially taken businesses for each reasonable alternative. It will include business characteristics (e.g., minority, ethnic, disabled, elderly, income level, owner/tenant status, replacement and relocation costs, number and racial group of displaced employees).
- Economic Development Data:
  - Use the preferred alternative for bridge and roadway improvements to prepare refinements to the anticipated transportation infrastructure.
  - Use the alternative to identify impacted properties, related economic development activity, and opportunities in the affected area. These analyses will:
    - Assess the interim condition resulting from this identified phase of constructed improvements and connections to the bridge and roadway infrastructure.
    - Consider preferred long-term urban design, land use, and economic development condition for the adjacent North Loop area.
    - Illustrate the initial preferred configuration of viaduct and roadway connections.
    - Note: associated constructed improvements will not preclude future additional land use, urban design, and economic development activity from being implemented in a manner consistent with the preferred long-term vision for this area.

#### **Task 5 Deliverables:**

- Community Impact Assessment Report

#### **Task 6: Community Involvement Program**

The selected firm will:

- Develop a community involvement plan that meets all NEPA, FHWA, and MoDOT requirements. The MoDOT District Customer Relations Division will define the other public involvement assignments' purpose and scope, and the assignments will be carried out under the Customer

Relations Division's direction in coordination with KCMO and in accordance with federal regulations.

- Coordinate outreach with the engineering and environmental teams to ensure the public's input is gathered in time to have maximum input on the larger process.
- Conduct appropriate, thoughtful, and meaningful public engagement of interested parties near the study area as well as users from across the region. The engagement activities will be both "high-tech" and "high touch," meeting participants where they are and valuing their time.

The public will be engaged to develop and approve the Purpose and Need, evaluate alternatives based on its shared purposes and needs, and determine a preferred alternative for inclusion in the final NEPA document.

**Task 6 Deliverables:**

- Community Involvement Plan
- Documentation of Community Input for inclusion in the Environmental Document (NEPA)

**Task 7: NEPA Document Preparation**

The selected firm will evaluate the alternatives based on how well they satisfy the defined Purpose and Need and the amount of impact on the natural and human environment.

The preferred alternative identified in the Draft environmental document and described in the anticipated Finding of No Significant Impact (FONSI) will include an explanation that in the event that the Project is implemented through a design-build process, alternate structure types will be considered to the extent that the impacts are limited to those addressed and evaluated in the environmental document.

**Task 7 Deliverables:**

- Draft and final NEPA Document

**Task 8: Topographic Survey**

The selected firm will use ground-based conventional survey techniques to provide a detailed topographic survey of the railroad and public street rights-of-way. The topographic survey will showcase:

- Approximately 105 acres using aerial LiDAR technology. LiDAR topographic survey will show planimetric and elevation contours at one-foot intervals.
- Utilities from GIS data and maps provided by utility providers or the best available information.
- Underground utilities as marked by Missouri One Call, visible evidence, and as-built utility plans if available, including inverts and pipe sizes.
- Identified piers and low structure elevation roadway bridges over railroads within the survey limits,
- Identified overhead utility lines crossing the areas of detailed ground-based surveys
- Elevation of any structure within 15 feet of the top of rails.
- Established Project site horizontal and vertical control.

**Task 8 Deliverables:**

- Topographic survey and digital terrain model

**Task 9: Preliminary Engineering**

The selected firm will perform additional rail coordination regarding the conceptual 30% design submittals upon receiving comments from each line. Proposed changes will incorporate designs from other tasks and addressed comments from the rail lines. The 30% design plans will encapsulate the track and roadway locations’ final layout as well as the type, size, and location of bridge elements (i.e., abutments, piers, and superstructure).

The selected firm will submit two sets of 30% design submittals, one to the railroads and the other to the municipalities. As shown below, the railroads will receive a more detailed 30% design submittal than the municipalities. For the rail submittals, specific information may differ for each rail line or portion of the Project. For municipal submittals, roadway plans will provide additional detail on grade separation approaches, including the plan and profile of approach roadways, the layout of sidewalks, typical sections and station cross sections, and construction limits. The municipal submittals’ construction limits will also provide preliminary information about the additional right-of-way needed for the Project.

*Table 1 Expected 30% Design Submittal for Railroads and Municipalities*

<b>Railroads’ Submittal</b>	<b>Municipalities’ Submittal</b>
<ul style="list-style-type: none"> <li>• Responses to the railroad comments on the concept submittal.</li> <li>• 30% plans including updated Plan, Elevation, and Typical Section; construction notes, Railroad profile grade diagram, structural design criteria, and construction methods.</li> <li>• Project specifications/special provisions regarding Railroad coordination during construction.</li> <li>• Drainage report.</li> <li>• Shoofly Design (if applicable).</li> </ul> <p>Construction phasing plans including procedures, temporary shoring layout, controlling dimensions, and elevations.</p>	<ul style="list-style-type: none"> <li>• 30% Design Submittal for each railway line for each grade separation or realignment</li> <li>• 30% Design Submittal to the Municipality</li> </ul>

**Task 9 Deliverables:**

- 30% Design Submittal for each railway line for each grade separation or realignment
- 30% Design Submittal to the Municipality (same copy to all municipalities)

**Task 10: Project Schedule Development**

The selected firm will:

- Structure the study with a Project management plan and schedule that clearly defines each team member's responsibilities.
- Assemble a core group committed to a continual screening and evaluation process with support from the Project partners, including KCMO, MoDOT, and the three railroads.
- Collaborate with the Project Partners to identify funding and land use development opportunities.
- Collaborate with Project Partners to assist with the Project delivery method determined during the NEPA process.

**Task 10 Deliverables:**

- Detailed Project schedule for the entire Project including future construction.

**Task 11: Project Opinion of Cost**

The selected firm will initiate detailed estimates for constructing the Project after a preferred alternative is selected. The estimates will allocate appropriate contingencies.

**Task 11 Deliverables:**

- Detailed cost estimate for the construction phase of the Project

**Task 12: Utility Relocation Plan**

The selected firm will prepare plans that identify utilities in the Project area and evaluate their potential conflicts.

**Task 12 Deliverables:**

- Detailed utility relocation plan

**Task 13: Property Acquisition Plan**

The selected firm will evaluate property acquisition needs based on the 30% design and identify real property that must be acquired for the Project.

**Task 13 Deliverables:**

- Inventory of property ownership and titles
- Detailed property acquisition plan

This RFQ is for the Scope of Work identified herein, but Port KC may elect to utilize the successful firm for additional NEPA and design work without a new qualification based process, unless and to the extent it is precluded from doing so by the terms or conditions of any federal grant or applicable federal regulation. Construction of the Project, should it proceed, will be the subject of future and separate procurement(s).

## SECTION VI. TIMELINE

The following timeline shall be applicable unless modified by Port KC pursuant to addendum to this RFQ:

- RFQ Issued: **September 4, 2024**
- Deadline for questions: **September 24, 2024 at 5:00 PM (CT)**
- Questions/Answers posted via addendum: **No later than September 27, 2024**
- Due Date for SOQ: **October 4, 2024 at 12:00 PM (CT)**
- Port KC provides all SOQs to Selection Committee: **October 2024**
- Selection Committee Shortlists/Ranks the SOQs: **October 2024**
- Contract negotiations commence: **October 2024**

Questions. Any general questions, requests for clarification or notices of ambiguities, conflicts, mistakes, errors or discrepancies in this RFQ must be submitted to [info@portkc.com](mailto:info@portkc.com) before **September 24, 2024 at 5:00 PM (CT)**. Such questions will then be routed to the appropriate Port KC staff member(s) and/or Project Partners without further action by the inquirer. Failure to follow this procedure may result in a disqualification. All questions and answers will be posted anonymously in the form of an addendum to this RFQ on Port KC's website at [www.portkc.com/rfpsrfqs](http://www.portkc.com/rfpsrfqs).

Submittal. Responding firms shall submit one (1) electronic copy and six (6) hard copies of their SOQ. SOQs will be accepted by Port KC at 110 Berkley Plaza, Kansas City, Missouri, 64120, until **October 4, 2024 at 12:00 PM (CT)**. Any SOQs, modifications, or revisions received by Port KC after that date and time will not be considered. It is the Responding firm's responsibility to ensure timely receipt by Port KC at the location designated herein.

Notwithstanding anything herein to the contrary, Port KC reserves the right to change or extend any and all dates including the due date for SOQs for any reason and at any time, including after the Due Date for SOQs shall have expired.

## SECTION VII. SELECTION PROCESS AND CRITERIA

### SELECTION PROCESS

Proposals will be evaluated by a selection committee of not less than three (3) members (the "**Selection Committee**").

The Selection Committee will rank the responding firms utilizing the Ranking Criteria identified below, and will select up to three (3) highly qualified firms.

Port KC will enter into negotiations with the top ranked firm. In the event they are unable to agree upon terms, Port KC will proceed down the list by ranked order until such time as the terms of have been successfully negotiated or Port KC elects to terminate the RFQ and/or its efforts to pursue the Project.

Evaluation ranks do not create any right in or expectation to a contract regardless of any ranking given to any firm.

## **RANKING CRITERIA**

Responding firms will be ranked pursuant to the following criteria and weighting:

- (1) The specialized experience and technical competence of the firm with respect to the type of services required, including experience with FRA guidelines (0-40 points);
- (2) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the Project (0-35 points);
- (3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules (0-20 points); and
- (4) The firm's proximity to and familiarity with the area in which the Project is located (0-5 points).

## **MINIMUM QUALIFICATIONS**

Responding firm shall meet the following minimum qualifications:

- A. ORGANIZATION AND EXPERIENCE. Responding firms must be organized for the purpose of providing environmental analysis and engineering services with at least 10 years of experience with proven effectiveness in conducting successful NEPA projects with USDOT/FRA and other services similar to those described herein.
- B. START-UP. Responding firms must have a proven ability for immediate contract start-up as evidenced by past performance and current resources and personnel.
- C. DEBARMENT/SUSPENSION. Neither Responding firms nor any of their respective principals shall be debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any Federal department or agency.

## **FORM AND CONTENT OF SOQ**

SOQs shall be limited to no more than thirty (30) single-sided 8.5x11 pages, inclusive of any attachments, shall utilize Times New Roman 12-point font, and shall be organized and tabbed as set forth herein. SOQs that do not meet the mandatory requirements herein may be considered non-compliant and may be rejected.

- A. COVER LETTER. A cover letter indicating the responding firm's interest in the Project.
- B. DETAILED PROJECT APPROACH. A detailed analysis of the responding firm's Project approach, which describes the firm's understanding of the Project to assure a proper effort will be devoted to the Project and to better understand the firm's special perspectives on approach, techniques and work efforts. This section should also include the firm's understanding of issues related to the Project. Reference should be made to the tasks within the Scope of Work identified by this RFQ.
- C. DELIVERABLES. A detailed description and list of deliverables to be provided.

- D. BUSINESS/FIRM PROFILE AND LEGAL STRUCTURE. An organizational staffing chart and list of major staff assignments to the Project, including all sub-consultants, if any. The responding firm must identify the Project manager who would serve as the day-to-day point of contact for the Project. Include the Project manager's current workload and Project assignments/roles, as well as three examples of past project management experience on a similar type of project. If a multiple-firm approach is proposed, the SOQ should indicate which firm would be the party contracting with Port KC. The Project manager may not be replaced by the firm unless approved by Port KC.

The SOQ must include the following information:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
  2. Brief history of business/firm including date the business/firm was established under the current name.
  3. List all services provided by the business/firm.
  4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
  5. Type of ownership, or legal structure of business/firm.
  6. List any civil or criminal actions and unresolved disputes/allegations pending against the business/firm or any key personnel related in any way to its services, along with a summary of the same.
  7. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years.
  8. Identify whether the business/firm has ever been disqualified from working for any public or quasi-public entity and, if so, provide an explanation of the circumstances
- D. EXPERIENCE OF THE TEAM. Information on five recent, relevant or similar projects. The description should specify which key individuals worked on each project and their respective roles in the project. It should also describe the relevance of the project to the Project that is the subject of this RFQ. The responding firm shall discuss its existing capacity and capability to successfully complete the Project including a statement of availability for the responding firm's team members.
- E. REFERENCES. At least three (3) references for similar projects completed within the past three years. The reference information should include the owner's representative, its contact information, including phone and e-mail address, and a brief description of the project.



## SECTION VIII. MISCELLANEOUS TERMS

### MANDATORY TERMS

The following shall be mandatory requirements of any Contract awarded pursuant to this RFQ. Any references in the applicable Exhibits to “Contractor” shall be deemed to refer to the selected firm under this RFQ.

Indemnification. The Contractor shall indemnify, defend and hold harmless the Project Partners and each of their respective agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys’ fees, arising out of or resulting from any acts or omissions in connection with the Contract, caused in whole or in part by the Contractor, its employees, agents or subcontractors, or caused by others for whom the Contractor is liable.

Buy American. For infrastructure projects, as defined by n 2 C.F.R. § 184.3, steel, iron, manufactured goods, and construction materials used in the project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtitle. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. For all other projects, the acquisition of steel, iron, and manufactured goods with is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. Contractor represents that it has never been convicted of violating the Buy American Act. Pursuant to the requirements of Section 34.353, RSMo and 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

Procurement. Contractor will follow the policies and procedures allowed by the State of Missouri and in compliance with Appendix C attached hereto, when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a State or Subrecipient of a State will comply with 2 C.F.R. §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations.

M/WBE. See Appendix C attached hereto.

Workforce Protections. See Appendix C attached hereto.

### EXAMINATION OF ALL RFQ DOCUMENTS AND REQUIREMENTS

Each responding firm shall carefully examine all RFQ documents and thoroughly familiarize itself with all RFQ requirements prior to submitting their SOQ to ensure that the SOQ meets the intent and requirements of this RFQ.

Before submitting an SOQ to Port KC, each responding firm shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the responding firm from the obligation to comply, in every detail, with

all provisions and requirements of the RFQ.

By submitting an SOQ to Port KC, a responding firm certifies that they have provided Port KC with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that they have discovered in the RFQ.

#### **WAIVER OR MODIFICATION OF RFQ REQUIREMENTS**

Port KC, in its sole discretion, may waive or modify everything or anything contained in this RFQ at any time including after the SOQ due date. If Port KC modifies the RFQ after the due date for SOQs, Port KC will solicit new SOQs through a new RFQ from anyone or everyone regardless whether a firm submitted an SOQ in response to the original RFQ.

Without limiting the foregoing, Port KC reserves the right to waive informalities or irregularities in SOQs, to accept or reject any or all SOQs, to cancel this RFQ in part or in its entirety, and to re-solicit SOQs if it is in the best interest of the Project as determined by Port KC.

#### **NO COMMITMENT BY PORT KC**

This RFQ does not commit Port KC to award any contract, to pay any costs associated with this RFQ, including the preparation or submission of any SOQ, supplemental submittals or the negotiation of a contract, or to procure or contract for any services. The decisions of the Selection Committee and Port KC with respect to this RFQ are final and without recourse to any responding firm.

#### **NO COLLUSION**

No officer or employee of Port KC, and no other public official or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. This “no collusion” requirement shall be part of any contract for performance of the Scope of Work.

#### **CHANGES TO RFQ**

Revisions to this RFQ, if any, will be made through addenda published and made available to all firms on Port KC’s website. Any other communication, spoken and written, formal and informal, received by any representative of any responding firm from sources other than official addendum shall not be effective to vary any term of the RFQ.

#### **CONDUCT**

Responding firms are cautioned not to undertake any activities or actions to promote or advertise their submittals. After the release of this RFQ, responding firms are not permitted to make any direct or indirect contact with members of the Selection Committee, Port KC staff, or media on the subject of this RFQ, except in the course of Port KC-sponsored presentations. Violation of these rules is grounds for disqualification of a responding firm and rejection of its SOQ.

## **NO RECOURSE AGAINST PORT KC**

The Selection Committee and Port KC's decisions with respect to this RFQ are final and without recourse to any responding firm.

## **SUBSTANTIVE PROPOSALS**

By submitting a SOQ, each Responding firm certifies that: (a) the SOQ is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) the firm has not directly or indirectly induced or solicited any other responding firm(s) to put in a false SOQ; (c) the responding firm has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a SOQ; and (d) the responding firm has not sought by collusion to obtain for themselves any advantage over any other responding firm or over Port KC.

## **CONFLICT OF INTEREST**

No employee, officer, or agent of any responding firm, or any immediate family member or partner of such, shall participate in the selection or award under this RFQ. No employee, officer, or agent of the successful firm, or any immediate family member or partner of such, shall participate in the administration of any contract award with respect to this RFQ. No employee, officer, or agent of the Port KC, or any immediate family member or partner of such, shall solicit or accept gratuities, favors, or anything of monetary value from, or on behalf of, any responding firm or the successful firm. A responding firm will be disqualified if any violation of these provisions is identified by Port KC. Any employee, officer, or agent of Port KC found to be in violation of these provisions will be subject to such penalties, sanctions, or other disciplinary actions provided by Port KC policy.

## **DEBARMENT**

A responding firm will be disqualified, and must disclose to Port KC, if the firm or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any Federal department or agency.

## Appendix A

### VI. PROJECT LOCATION

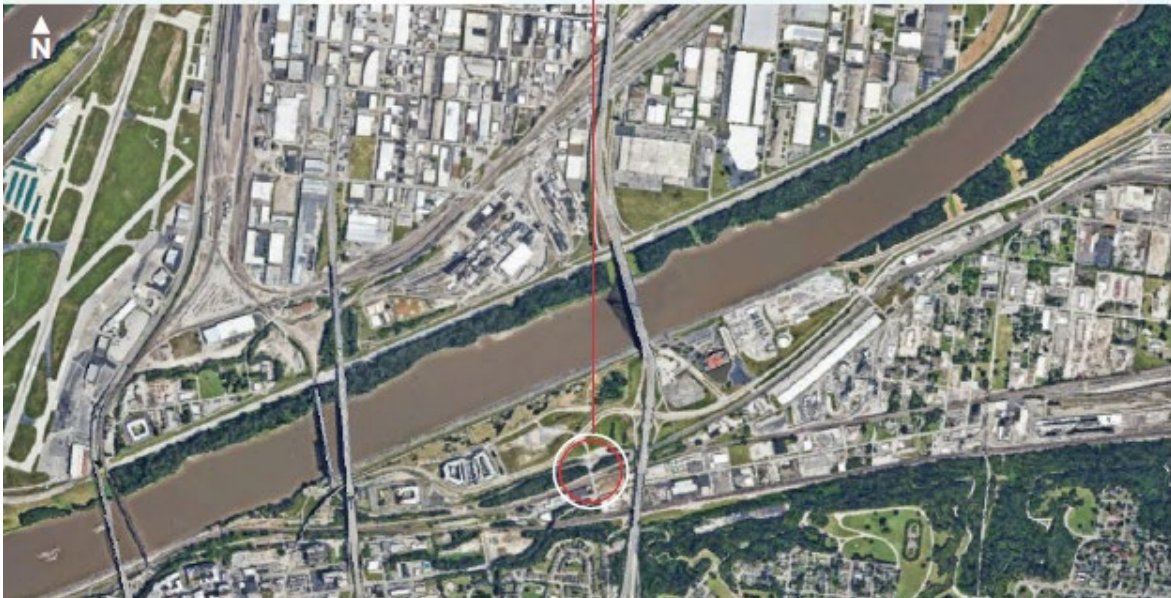
The study area is located in Kansas City, Missouri in Jackson County. Three at-grade crossings of four railroad tracks across Lydia Avenue that are the subject of this study are rail-arm controlled. Lydia Avenue is maintained by the City of Kansas City and connects to Berkley Riverfront Park and the Riverfront development area controlled by Port KC.

### VII. GRADE CROSSING INFORMATION

FRA Grade Crossing Identification:

- 1 Union Pacific, Crossing ID: 429451T
- 2 KC Southern, Crossing ID: 329736D
- 3 KC Southern/BNSF, Crossing ID: 329649A

 LATITUDE **39°06'57"N** LONGITUDE **94°34'00"W**





**KC CURRENT STADIUM**

**RIVERFRONT PARK**

**KC STREETCAR STOP**

**KC SOUTHERN/BNSF**  
CROSSING ID: 329649A

**KC SOUTHERN**  
CROSSING ID: 329736D

**UNION PACIFIC**  
CROSSING ID: 42945TT

**LYDIA AVE**

3

2

1



## Appendix B

KANSAS CITY

# RIVERFRONT RAIL CROSSING ELIMINATION STUDY



## I. COVER PAGE

**Title:** Kansas City Riverfront Rail Crossing Elimination Study

**Applicant:** Port KC

**Federal Funding Requested:** \$2,000,000

**Proposed Non-Federal Match In-Kind:** \$500,000

**Does some or all of the proposed Non-Federal Match for the total project cost consist of preliminary engineering costs incurred before project selection?** No

**Other Sources of Federal funding, if applicable:**  
Not Applicable

**Total Project Cost:** \$2,500,000

**Was a Federal Grant Application Previously Submitted for this Project?** No

**City(-ies), State(s) Where the Project is Located:**  
Kansas City, Missouri

**Congressional District(s) Where the Project is Located:** Missouri's Fifth District

**This project is not yet identified in the freight investment plan of Missouri, the Missouri State rail plan, or the Missouri state highway-rail grade crossing plan.**

**Is the Project Located in a Rural Area or on Tribal Land?** No

**Is the project eligible for a funding set-aside in Section B.1?** No

**U.S. DOT Crossing Number(s):**

**Union Pacific Crossing:** 429451T

**Kansas City Southern Crossing:** 329736D

**BNSF Crossing:** 329649A

**Is the Project located on real property owned by someone other than the applicant?** The project area has a combination of public and private ownership including the applicant, PortKC, the City of Kansas City, Union Pacific, Kansas City Southern, and BNSF Railroads.





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- viii. FRAF 251 APPLICANT FINANCIAL CAPABILITY QUESTIONNAIRE**
- ix. SF LLL DISCLOSURE OF LOBBYING ACTIVITIES**



## II. PROJECT SUMMARY

The Port Authority of Kansas City's (Port KC) efforts to reimagine and redevelop the Kansas City Riverfront are creating a vibrant, walkable neighborhood connecting the city to its river heritage. Days before this application is submitted, the KC Current, Kansas City's National Women's Soccer League team will break ground on the world's first purpose-built women's soccer stadium on the banks of the Missouri River.

This project will study the elimination of **three** at-grade rail crossings over **four** mainline tracks by way of at least one grade separated crossing structure at the entrance to the Riverfront at Lydia Avenue adjacent to the new stadium. The at-grade rail lines owned and operated by **1** Union Pacific (double track), **2** Kansas City Southern, and **3** KC Southern/BNSF along with dozens of properties and large utilities pose a challenge to grade separation.

The rail crossings provide no pedestrian, cycle or ADA accommodations and a pose significant safety issue that will continue to worsen as traffic increases as the Riverfront continues to build out. The anticipated outcomes of the project will be to have a practical, feasible, publicly and politically supported plan to provide a safe and separated entrance to the city's Riverfront.





**II. PROJECT FUNDING**

The Riverfront Rail Crossing Elimination Study is estimated to cost \$2.5 million. The study is comprised of two main parts:

- A.** A complete NEPA evaluation of the proposed project-including at-grade crossing elimination options and one rail line relocation (KC Southern/BNSF): **\$1.275 million**
- B.** Pre-construction activities that include 30% engineering for submittal to the affected railroads.: **\$1.225 million**

Task No.	Task Name/Project Component	Cost	% Total Cost
Task 1:	Detailed Project Work Plan, Budget & Schedule	\$20,000	.8%
Task 2:	Location Studies	\$950,000	38%
Task 3:	Environmental Planning	\$75,000	3%
Task 4:	Traffic Studies	\$80,000	3.2%
Task 5:	Social & Economic Studies	\$25,000	1%
<b>A. NEPA</b> Task 6:	Community Involvement Program	\$75,000	3%
Task 7:	NEPA Document Preparation	\$50,000	2%
Task 8:	Topographic Survey	\$150,000	6%
Task 9:	30% Design Plan Submittal to Railroads & Municipality	\$750,000	30%
<b>B. PRE-CONSTRUCTION</b> Task 10:	Project Schedule Development	\$20,000	.8%
Task 11:	Project Opinion of Cost	\$25,000	1%
Task 12:	Utility Relocation Plan	\$25,000	1%
Task 13:	Property Acquisition Plan	\$25,000	1%
Task 14:	Project Management & Coordination	\$230,000	9.2%
<b>TOTAL:</b>		<b>\$2,500,000</b>	<b>100%</b>



#### IV. APPLICANT ELIGIBILITY

The Port Authority of Kansas City, Missouri (Port KC), is an eligible entity and serves as the public port body corporate and politic created pursuant to Missouri Law Sections 68.010 to 68.075, RSMo, and formed by the City Council of Kansas City, Missouri, by Ordinance Number 47523 adopted on February 11, 1977.



*Bicyclists ride along the Missouri River in Kansas City's Berkley Riverfront Park.*



*Summer brings sand volleyball leagues to the Riverfront. The Lydia Ave. crossing is just beyond the courts.*



*The Union, a new apartment complex on the Riverfront, is the first of several apartment complexes under development.*



*Bark is a favorite of Kansas City residents. This dog park and bar calls the Riverfront home.*



## V. DETAILED PROJECT DESCRIPTION

### Background:

Rivers, rails, and roads: This is how Kansas City started. Founded at the confluence of the Kansas and Missouri Rivers, Kansas City grew as a river town. Fed by paddle boats bringing goods and people, Kansas City was the last stop before the wagon trains headed to the great open West.

The wagon trains gave way to trains of a different sort along the riverfront. The great railroads made Kansas City an economic powerhouse connected by slivers of steel to the rest of the world. Once a hub of cattle and livestock, Kansas City is now the second largest freight hub in the country. The majority of goods coming by rail from the west going east and east going west come across Kansas City's railroad tracks. Kansas City's railroad tracks are busy, and traffic continues to increase.

### The Safety Problem:

Port KC's efforts to reimagine and redevelop the Berkley Riverfront have created a vibrant, walkable neighborhood connecting Kansas City to its river heritage. The 17-acre park is located on the south bank of the Missouri River between the Kit Bond Bridge and Heart of America Bridge. Once a landfill for construction debris and the former site of a sand and gravel company, the Riverfront is now a lively green connection between Kansas City and its most significant natural asset, the Missouri River.

The riverfront hosts numerous cultural events and activities and offers amenities such as the 15-mile Riverfront Heritage Trail, sand volleyball courts, and 4.7 acres of wetlands restoration. The site is adjacent to approximately 85 acres of developable land controlled by Port KC with sweeping views of the downtown Kansas City



### RIVERFRONT VISITORS:

2012: 75,000  
2022: 200,000  
2026: 600,000

skyline and the Missouri River. This booming neighborhood will soon be connected to the River Market neighborhood, downtown Kansas City, Midtown, and the University of Missouri Kansas City (UMKC) by a Riverfront extension of the KC Streetcar that is expected to be complete in 2025.

However, access to the Berkley Riverfront is limited by a number of barriers. Chief among these barriers are several rail lines owned and operated by three different railroads – BNSF, Union Pacific, and Kansas City Southern – that isolate the Riverfront neighborhood from the rest of Kansas City. There is only one street crossing these rail lines into the Riverfront, Lydia Avenue.

New prosperity, new land uses, and exciting new possibilities make the at-grade rail lines a hazard for the thousands of people and vehicles who now stream to the riverfront to enjoy the new spaces.

When Port KC began the redevelopment of the city's Riverfront, the area saw 75,000 visitors a year. A decade later, the area boasted more than 200,000 visitors today. Port KC estimates total visits to exceed 600,000 in the near future due in large part to an exciting new stadium project. As this application is submitted, Kansas City will

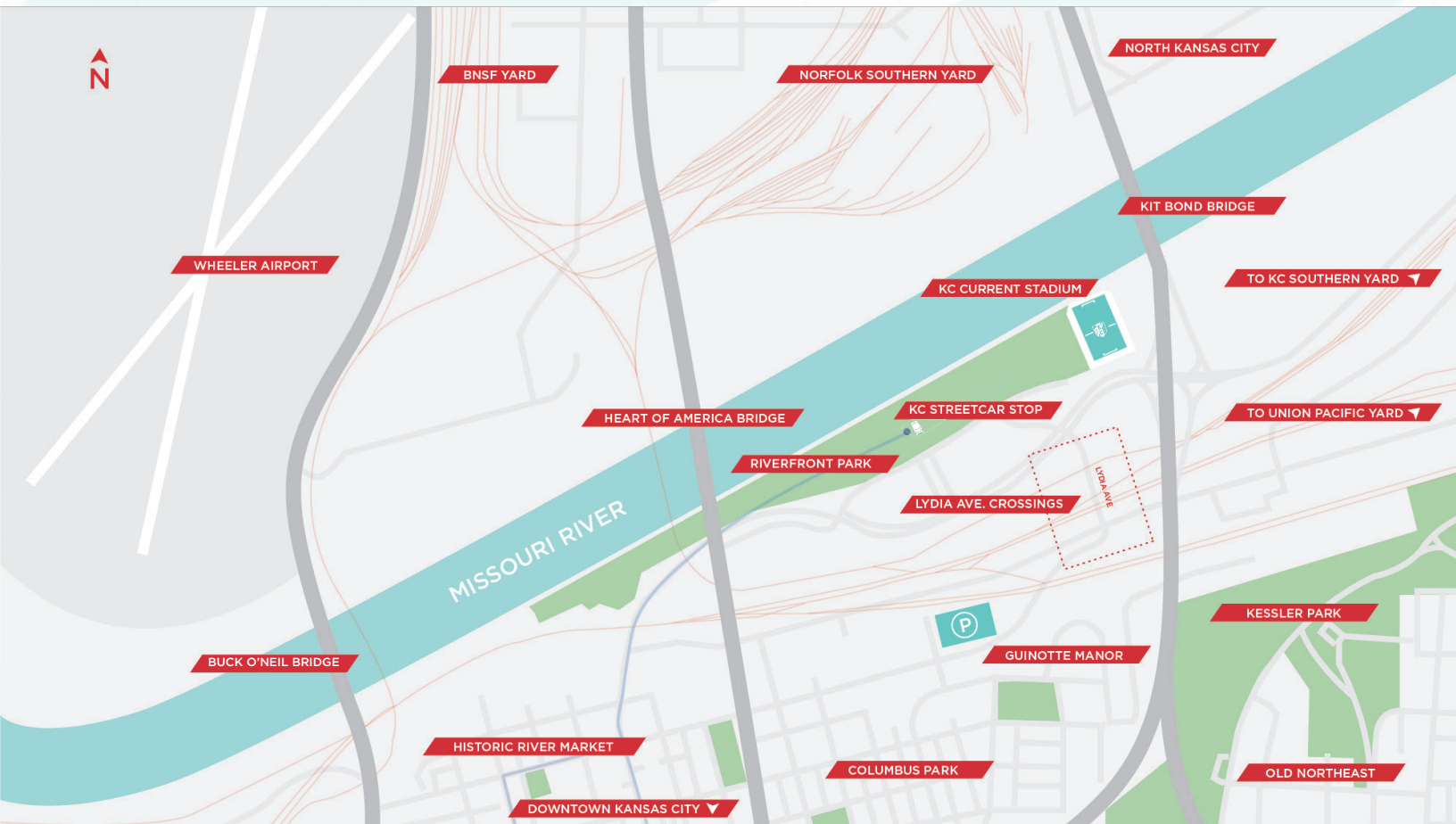


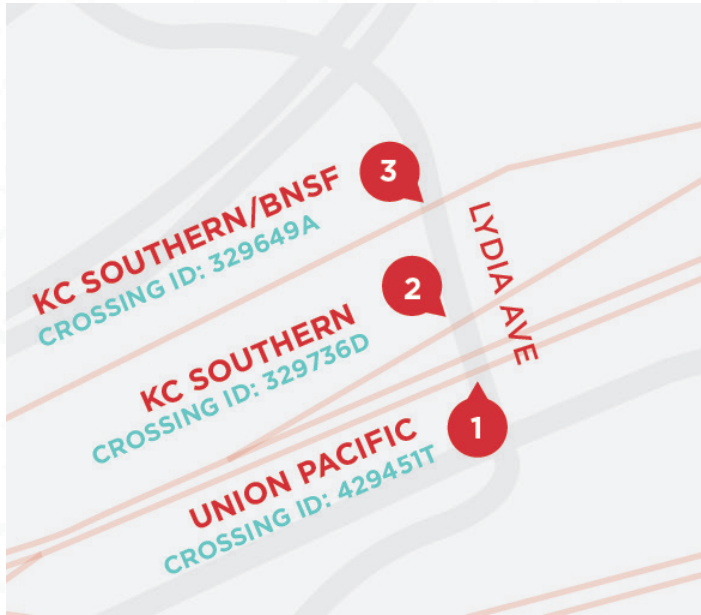
break ground on a new National Women’s Soccer League stadium yards away from these at-grade crossings. The new stadium for the Kansas City Current is the first of its kind to be built specifically for women’s soccer in the world. The stadium will seat upwards of 11,000 people and may serve as a practice facility for the World Cup, which Kansas City will host in 2026. Beyond soccer, the stadium plans to host events, likely weekly, drawing crowds from across the region.

This new stadium will have limited on-site parking; this is intentional to preserve green space and promote active transportation modes in the area. Lots to the south and east of the tracks, a little over a half mile away, are being considered for off-site parking. **The only way, at present, to get from the proposed off-site lots to the stadium or from Guinotte Manor, a Housing Authority of Kansas City development with 219 townhomes for low income families, to Riverfront amenities and opportunities is to walk along Lydia Avenue, which has no pedestrian or bicycle facilities, and crosses four rail lines at grade. In the last two years, there have been two pedestrian injuries and a fatality at this location.**

**Over 500 residents live in the Guinotte Manor community, including a large number of children. Household incomes are extremely low, with an annual average of approximately \$13,000, or about 15% of Area Median Income (AMI).**

As the Riverfront continues to develop and the new stadium opens, the dangerous conflict between people, vehicles, and trains along Lydia Avenue will only increase. The safety concerns are real and become more urgent as time passes.





**Proposal to Study Grade Separation:**

This grant application is to study solutions to a serious safety issue where the four at-grade rail crossings of Lydia Avenue divide a booming riverfront with greenspace, jobs and a streetcar stop from adjacent neighborhoods.

**The project has three primary objectives:**

The study will assess and document environmental clearances required for the project, which is expected to include roadway and bridge realignment, rail realignment to bring the four sets of tracks closer together to accommodate the grade separation, construction of new ped/bike facilities, and relocation of high-voltage power lines and other utilities.

The study will develop and assess potential access and alignment alternatives to provide grade separation at the existing crossings owned by Union Pacific (UP), Burlington Northern Santa Fe (BNSF), and Kansas City Southern (KCS; 2 tracks). This assessment will especially focus on access and safety for pedestrians, cyclists, and transit users, and will look for opportunities to eliminate additional at-grade crossings in the area. The effort will include a substantial public engagement component to incorporate community needs and priorities, especially for nearby underserved neighborhoods, and to build support for the preferred solution.

This study will develop 30 percent plans for a preferred alternative, including rail realignment, grade separation at Lydia, pedestrian/bicycle facilities, utility relocation, and adjacent roadway improvements to support changing traffic patterns.

The three at-grade crossings at Lydia Avenue have each had a recorded safety incident in the last two years involving pedestrians.

**This set of crossings at Lydia Avenue is the only at-grade rail crossing in Jackson County to have more than one recorded incident. It represents 8% of the total pedestrian incidents in the County since 2010 according to the FRA's Trespass and Suicide Dashboard.**

The Union Pacific crossing **1** was the site of a fatality on September 24, 2020.

In 2021, both the KC Southern **2** and the rail operated by BNSF **3** have had a recorded incident of pedestrian injury crossing between rail cars.

**The Lydia Ave. crossings, according to FRA data, are the most dangerous to pedestrians in Jackson County - the county with the highest number of pedestrian incidents at rail crossings in the state of Missouri.**



**Improving the Mobility of People and Goods:**

Lydia Avenue is elevated, crossing over three rail lines as it approaches the Riverfront from the Columbus Park neighborhood on the south. However, it transitions to a surface street before the at-grade crossings that are the subject of this application. There is currently no sidewalk or bicycle facility on Lydia Ave. The roadway is used by freight haulers on their way to I-35. Often semi-trucks reach the at-grade crossing to find one or more trains parked across the roadway as they wait for clearance to proceed to rail yards. Delays are often so long the trucks back up to find other routes around.

Security and police personnel have witnessed people jumping through trains parked across the roadway—a particularly dangerous practice that grade-separated crossings could prevent.



*Truck traffic from I-35 crosses the at-grade crossings at Lydia Ave. (Images from Google Maps)*



*A Union Pacific freight train parked across the tracks at Lydia Ave waiting to enter the yard to the East.*

**Reduces Emissions, Protects the Environment, and Provides Community Benefit:**

Safer, more convenient connections will support increased use of the streetcar and other nearby transit routes instead of vehicle trips, leading to reduced emissions and better air quality from reduced Vehicle Miles Traveled (VMT).

Providing grade separated crossings at the railroad tracks could allow for the implementation of a Quiet Zone that would reduce train horns, providing quieter neighborhoods. Noise pollution is recognized by the EPA and other environmental agencies worldwide as a form of air pollution that can have negative impacts on human health. Furthermore, eliminating the grade crossings will reduce the number of large trucks and automobiles idling at the grade crossings.

Port KC, in its role overseeing the development of land adjacent to the Berkley Riverfront Park, has applied for Low Income Housing Tax Credits to support the development of more affordable housing in the Riverfront. Recent feedback from the Missouri Housing Development Corporation has expressed concern about the proximity of the railroad tracks to potential sites for new housing. Port KC believes that exploring opportunities to create safer, separated crossings, improve connections to adjacent neighborhoods, and relocate one of the nearby rail lines will assist in addressing these concerns and allow Port KC and its partners to be more successful in securing tax credits for the development of affordable housing.





**Improves Access to Emergency Services:**

Lydia Avenue will be the closest connection to the city street grid for emergency vehicles to serve the new stadium. In its current at-grade configuration, Lydia is not a viable route for emergency vehicles who may get stuck behind a crossing train. Separating the grades would improve response times to the stadium and to housing along the riverfront by opening another access point for emergency vehicles to use.

Currently 754 housing units are on the riverfront beyond this at-grade crossing. 2,938 more units are underway or planned. All would be better served by emergency services if Lydia Avenue was grade separated.

**Improves Access to Communities:**

**Access to those with different mobility needs:**

This study will ensure that active transportation is safely separated from the heavy rail lines. A key component of this study is making fully accessible connections between Columbus Park and the Riverfront. On the only existing connection, Lydia Avenue, there is no sidewalk or even a shoulder. This access point is not safe for pedestrians or bicyclists and is not ADA-compliant for people using wheelchairs or other mobility aids.

**Access to a booming riverfront:**

Removing these barriers is even more important now, as the Riverfront prepares to welcome its newest and most exciting amenity – the home stadium for the Kansas City Current. In addition, the Riverfront Streetcar extension is underway to connect the Riverfront to the River Market neighborhood to the west. New housing projects are also underway and will increase demand for improved connections and multi-modal transportation choices.

**Access to greenspace:**

Directly adjacent to the Riverfront Park, but separated by railroad tracks, is Guinotte Manor, a 219-unit public affordable housing development of family townhomes administered by the Housing Authority of Kansas City. This housing, along with workforce housing in the Columbus Park neighborhood, has historically welcomed Kansas City’s newest immigrants.

Separating the railroad tracks from the vehicle and pedestrian connection to the Riverfront will greatly enhance access to communities on both sides. In particular it will more directly connect the families of Guinotte Manor with a premier city park and riverfront amenities and job opportunities.

Columbus Park residents in Guinotte Manor are less than half a mile from the riverfront as the crow flies. But to walk to Berkley Riverfront Park, they must travel a mile, which includes walking along a truck route in a heavily wooded area with no sidewalks or substantial shoulders, a bridge on a reverse horizontal curve with no pedestrian facilities, and three at-grade train crossings, over which trains are often parked. Residents who wish to avoid these conditions and take a route with sidewalks and grade-separated crossings must walk 2.6 miles, one way. There are no opportunities for pedestrians to cross the tracks to the east of Lydia.



*Townhomes at Guinotte Manor are operated by the Housing Authority of Kansas City.*



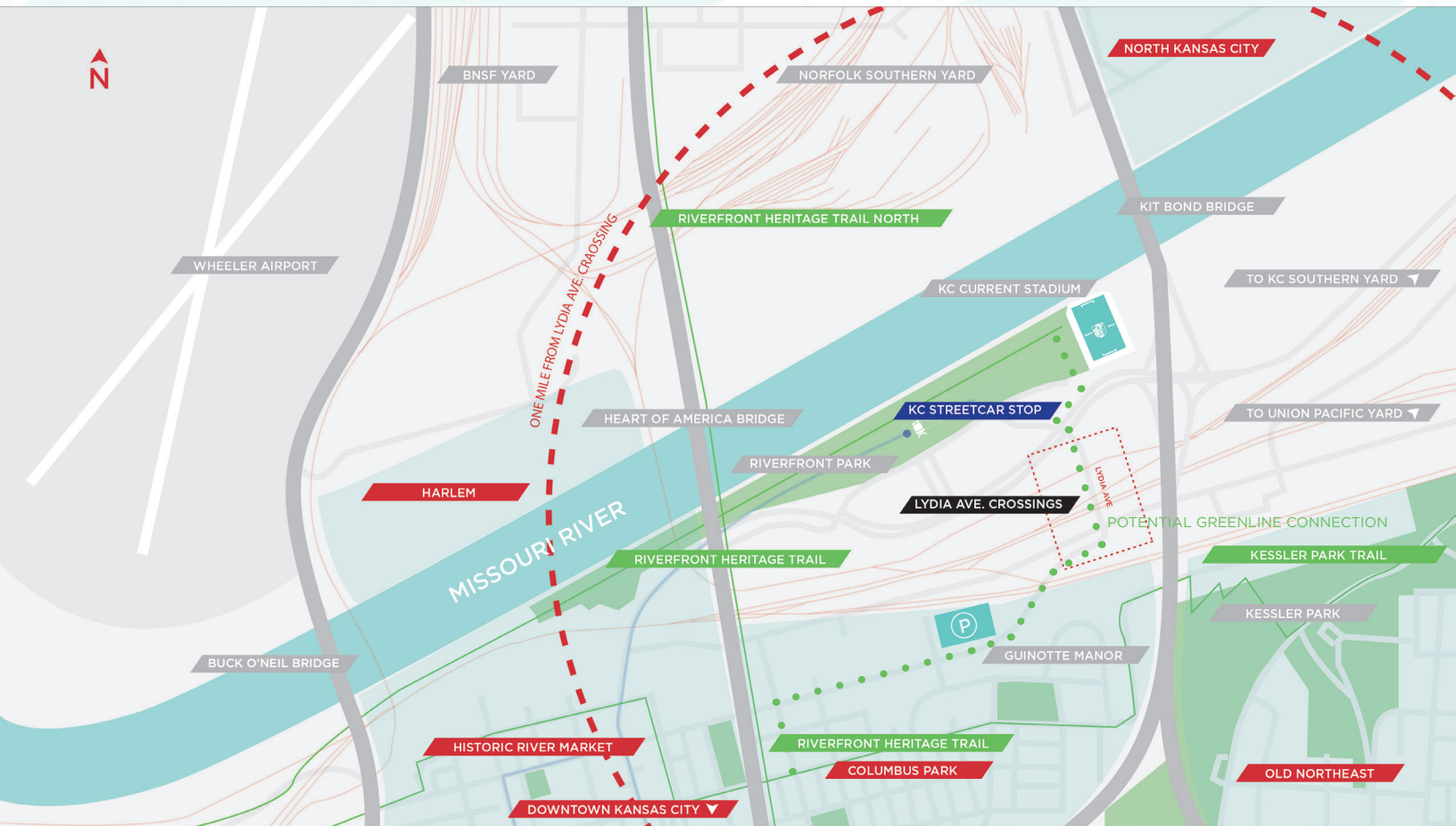
**Access to surrounding neighborhoods:**

The study will focus on safely connecting adjacent neighborhoods to the city’s Riverfront. Beyond Columbus Park, over a half dozen neighborhoods are within a mile of the proposed grade separation. Connections to these neighborhoods are important to create a more robust transportation network that connects to nearby transit routes and employment centers.

**Access to walking and biking trails:**

Improved connections will also fill a gap in the Greenline between the Riverfront Heritage Trail and Kessler Park Trail. The Greenline is an initiative spearheaded by the Downtown Council to build a high-quality trail network around the greater downtown area that provides unique amenities and attractions. In the study area for this project, there is a gap in the northeast corner of the Greenline. Filling the gap would help further develop the Greenline as an amenity connecting downtown neighborhoods.

*Major Kansas City neighborhoods including North Kansas City, Harlem, Historic River Market, Downtown, Columbus Park, and the Old Northeast are all within less than one mile of the Lydia Ave. at-grade crossings. The Riverfront Heritage Bike and Pedestrian Trail network and the Kessler Park Trail are also within a mile of the crossing. The new KC Streetcar Riverfront station is a quarter-mile from the at-grade crossings at Lydia Ave.*





*KC Streetcar Riverfront Station*



**Access to the rest of the city via KC Streetcar:** Running from River Market on the north end to Crown Center on the south, the RideKC Streetcar connects riders to all of the downtown neighborhoods with 16 platform stops and two miles of track. And upon completion, the Riverfront extension project will connect Berkley Riverfront to the River Market stop along with a 0.7-mile, bike/pedestrian bridge.

The Riverfront will become the new North terminus of the expanded 6-mile system by 2025. Now under construction, the Streetcar will extend an additional 3.6 miles south to the Plaza and the University of Missouri Kansas City (UMKC) campus. The Riverfront will soon offer unprecedented transit access through Kansas City's most heavily populated urban core.

The Streetcar extension is expected to spur more development in Berkley Riverfront, bringing additional visitors and residents. This will further increase the need for additional access points for all modes. In addition, a safer crossing for Columbus Park residents will provide them easier access to the Streetcar and then other points in the city.



*The KC Streetcar will be extended to the Riverfront and feature a new bike/pedestrian path.*

*Rendering of the new KC Streetcar Riverfront Station. The extension received a federal BUILD grant award.*



***Provides Economic Benefit:***

The privately funded soccer-specific stadium at Berkley Riverfront Park will be the first soccer stadium purpose-built for an NWSL team. As part of a 50-year lease agreement with Port KC, the stadium will be built on a 7.08-acre site on the east end of the park.

The new stadium will open in June of 2024. The new stadium is expected to produce \$60 million in total revenues annually and support 1,450 full and part-time jobs with \$50 million in annual wages. Construction of the stadium over the next two years is expected to employ 1,150 with \$85 million in construction related wages.

The larger Riverfront is a planned 85-acre site with an eventual build out of up to five million square feet of residential and retail space. Desired outcomes of this project include improving connections to opportunities such as jobs at the new stadium, retail, and residential spaces for residents in the surrounding neighborhoods and providing more developable space for affordable housing

Better connections to nearby jobs as well as better connections to public transportation options such as the streetcar extension will improve economic opportunities and lower transportation costs for residents of the area.

***Uses Contracting Incentives to Employ Local Labor:***

The Study will provide detailed planning and coordination to identify strategies for removal of barriers and to create high-quality connections between the Riverfront and its adjacent neighborhoods. Key elements of this

plan will be conducted by local companies and will include:

- Engaging stakeholders to develop consensus on improvement strategies and recommendations;
- Developing location and conceptual plans for grade-separated crossings of railroad tracks; and
- Completing a NEPA environmental review in preparation for construction.

Port KC is also committed to equity in its planning and delivery of this project. Goals for disadvantaged businesses will be set in coordination with the city. The study and construction that follows will pay contractors excellent wage rates and focus on hiring Kansas City-based firms when possible.



The proposed rail crossing elimination contemplated as part of this study will help to connect the Riverfront and the new KC Current woman's professional soccer stadium safely to its parking facility and surrounding neighborhoods.





## VI. PROJECT LOCATION

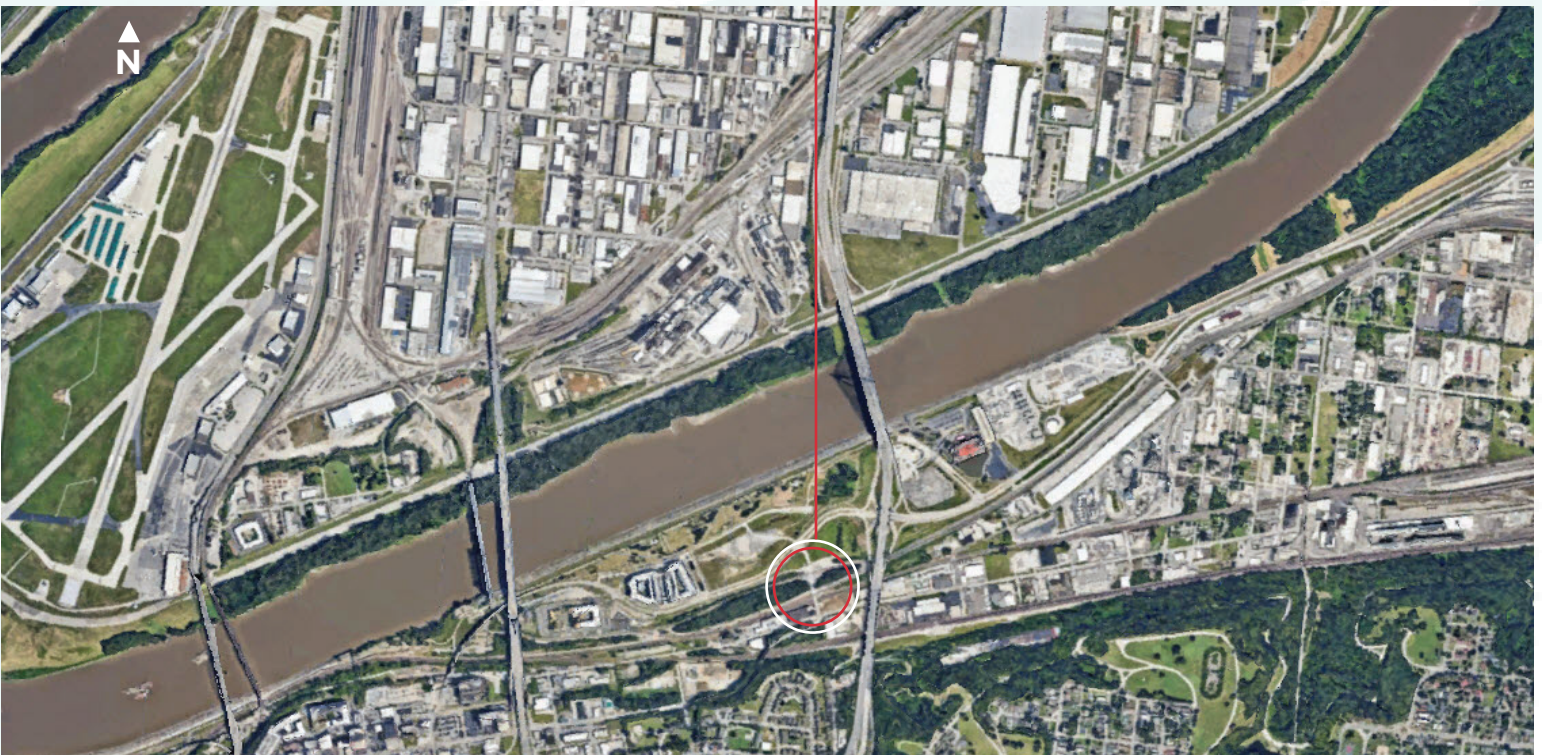
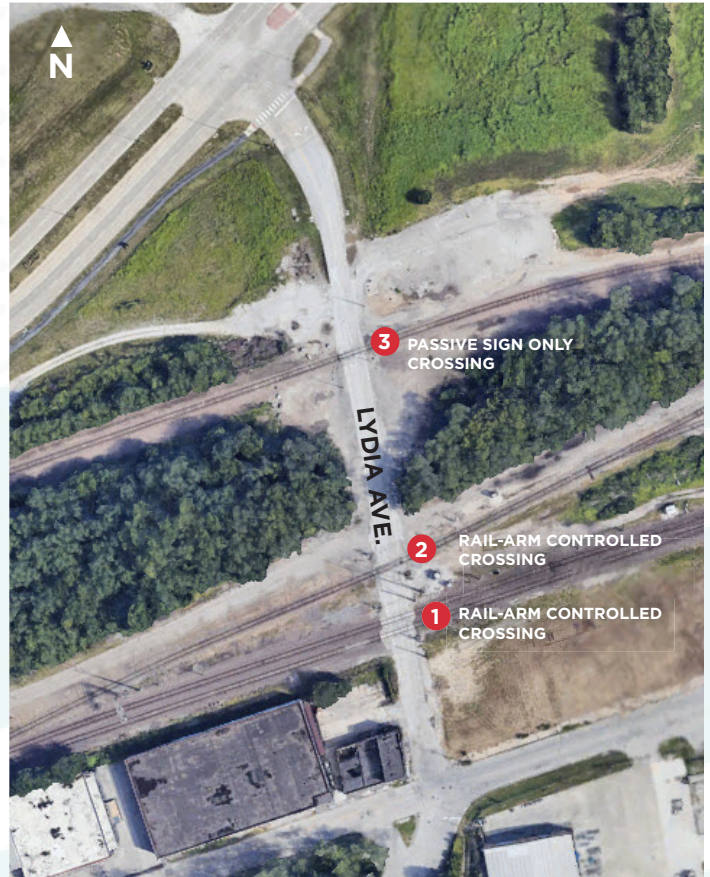
The study area is located in Kansas City, Missouri in Jackson County. Three at-grade crossings of four railroad tracks across Lydia Avenue that are the subject of this study are rail-arm controlled. Lydia Avenue is maintained by the City of Kansas City and connects to Berkley Riverfront Park and the Riverfront development area controlled by Port KC.

## VII. GRADE CROSSING INFORMATION

FRA Grade Crossing Identification:

- 1 Union Pacific, Crossing ID: 429451T
- 2 KC Southern, Crossing ID: 329736D
- 3 KC Southern/BNSF, Crossing ID: 329649A

 **LATITUDE** **LONGITUDE**  
**39°06'57"N : 94°34'00"W**





LYDIA AVE AT-GRADE CROSSINGS

DOWNTOWN KANSAS CITY, MO

COLUMBUS PARK NEIGHBORHOOD

BERKLEY RIVERFRONT PARK

FUTURE KC CURRENT STADIUM

FUTURE STADIUM PARKING

FUTURE STREETCAR STATION



I-35 KIT BOND BRIDGE OVER THE MISSOURI RIVER



## VIII. EVALUATION AND SELECTION CRITERIA

### (A) Safety

The grade separation contemplated in this study request is complex and its evaluation of safety benefits will be largely future-focused.

Connecting the neighborhoods adjacent to the Riverfront Park and amenities in a safe way will require moving a rail line to consolidate the railroads' footprint to make a grade separation viable as an alternative.

The roadway (Lydia Avenue) is elevated over additional tracks before coming to grade and intersecting with four main line tracks requiring three at-grade gated crossings. This study will examine alternatives to safely separate active modes and vehicles from the heavy rail. A key component of this study is making fully accessible connections between Columbus Park and the Riverfront. The only existing connection is on Lydia Street, where there is no sidewalk or even a shoulder. This access point is not safe for pedestrians or bicyclists and is not ADA-compliant for people using wheelchairs or other mobility aids.

The back-to-back nature of the at-grade crossings poses unique safety challenges in their existing configuration for vehicles. For pedestrians, cyclists, and those with disabilities existing crossings with no accommodations the are exceptionally dangerous.

Existing safety concerns will only amplify with the addition of the new stadium facility and other development planned and underway just beyond the at-grade crossings. Additionally, plans are also underway for off-site parking facilities in the industrial area adjacent to the

Riverfront. Pedestrians walking to the stadium from the off-site parking will cross the at-grade rails on Lydia on their way to the stadium. Without a grade separation and associated pedestrian facilities, the most direct route to the stadium and streetcar stop on the Riverfront is dangerous.

The study focuses on planning for multi-modal transportation improvements that will remove barriers and provide improved connections between Riverfront destinations to the north and neighborhoods to the south. An important part of the study is traffic studies for possible alternatives on both a daily basis and for special events in order to understand demands and route choices and the safety concerns associated with those choices.

The study will also provide recommendations for active transportation connections along Lydia to connect the Riverfront to the East Bottoms, Columbus Park, and Pendleton Heights. Connections to these neighborhoods are important to create a more robust and safe transportation network that connects to nearby transit routes and employment centers.

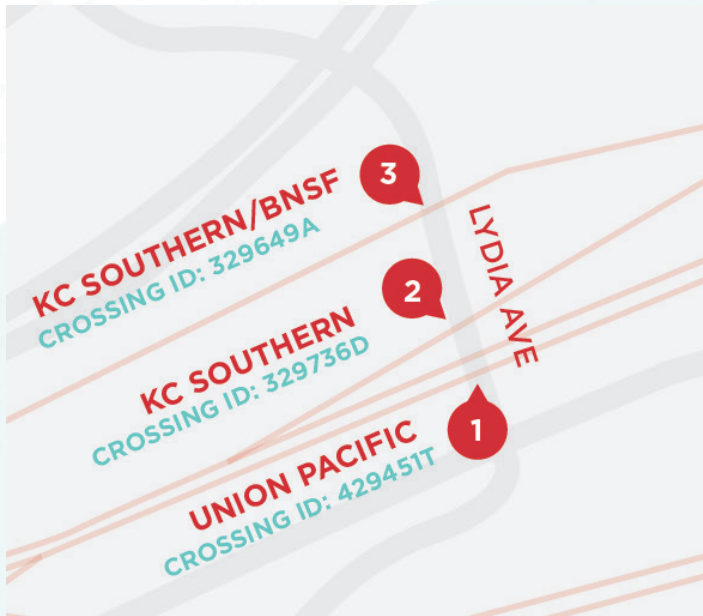
As freight trains course through the riverfront area, they travel at very low speeds, often stopping across Lydia Avenue as they wait to enter rail yards at either end of the study area. The tracks across Lydia Avenue are frequently occupied by trains. There are no accommodations for pedestrians, cyclists, or persons with disabilities to cross. The crossing is currently avoided by most users. As traffic of all kinds increases due to the developments on the riverfront, without separation, it is foreseeable that more people will try to cross





between train cars. Since 2020 there have been one fatality and two injuries at these at-grade crossings. Both injuries were due to pedestrians climbing through rail cars. These incidents correlate with increased visitor numbers (75,000 to 200,000 per year) and occupancy of the Union apartment development.

**This set of crossings at Lydia Avenue is the only at-grade rail crossing in Jackson County to have more than one recorded incident.**



**FRA Safety incidents:**

- 1 Union Pacific, Crossing ID: 429451T  
Fatality (2020)  
Vehicle-train collision, no injuries (1987)
- 2 KC Southern, Crossing ID: 329736D  
Pedestrian Injury (2021)  
Vehicle-train collision, no injuries (1990)
- 3 KC Southern/BNSF, Crossing ID: 329649A  
Pedestrian Injury (2021)  
Vehicle-train collision, no injuries (1980)

A traffic impact study is in development to assess the impact on weekday evening peak hour trips into and out of the Riverfront area resulting from stadium events and additional planned development. Initial results indicate that stadium events, hotel, new apartments, and retail are expected to generate 3,821 trips during the evening peak hour by 2029. In addition, the report notes that a public campaign to encourage walking and biking is expected to increase the mode share of people walking/biking to the stadium from 5% in 2024 to 10% in later years. The traffic impact study emphasizes just how substantially vehicle, pedestrian and bicycle volumes will be increasing in the Riverfront in the coming years.

**Anticipated Riverfront Vehicle Trips**

Development (year)	Entering	Exiting	Total
Existing conditions (2022)	690	576	1,266
Stadium trips (2024)	2,304	566	2,870
Hotel and apartments (2024)	139	107	246
Retail and apartments (2029)	375	330	705

**(B) Equitable Economic Strength and Improving Core Assets**

This application seeks funding to study alternatives and their potential environmental impact to prepare for the construction of a grade separated connection to the Riverfront at Lydia Avenue. While the study itself will certainly employ dozens to complete it, the potential construction project to separate the grades and maximize safe connections to the Riverfront will potentially employ hundreds of workers.

For the City of Kansas City, its residents, and the Port Authority, the Riverfront is a core asset. Its development provides housing, jobs, entertainment, cultural connections, and greenspace.



The railroads that travel through the riverfront area are also core assets that themselves provide employment in Kansas City. A large portion of the region's economy is connected to the freight that travels through by rail.

Nearly 1 billion tons of freight travels through Kansas City annually, much of that on the rails that traverse the Riverfront. The city is the second busiest rail freight hub in the country, only 3% by volume behind Chicago.

The potential investment in this grade-separation project is a recognition of both the economic benefit of a vibrant Riverfront and the surrounding neighborhoods and the essential asset freight rail is to the region.

Hundreds of jobs will be created over the next decade at the Riverfront, including the new stadium and retail development at the Riverfront.

This project also invests in a connection to the new KC Streetcar stop in Berkley Riverfront Park. The streetcar is a core community asset and is the result of a partnership with the Federal Transit Administration that has assisted in its funding. The new station platform will provide free-to-ride access to the economic center of the city via the new streetcar station adjacent to this study area. Ensuring safe access to the KC Streetcar will increase connections to jobs across the city.

With the current at-grade configuration, there is little doubt the core community assets and investments on the Riverfront cannot be accessed in a safe and equitable way by all in the community. The ultimate investment in a grade separated solution at Lydia Avenue will leverage other federal, state, and local investments, magnifying and extending their economic impact.



***(C) Equity and Barriers to Opportunity***

The railroad tracks separating the Riverfront from adjacent neighborhoods have long been identified by Kansas City as a barrier. Removing the at-grade crossings along Lydia Avenue will remove this barrier not only for vehicles but also for the people who will be able to access the Riverfront by walking, biking, or accessing transit.

Supporting access to area jobs and attractions via multi-modal options such as bicycling and transit reduces overall parking demand and supports denser development of the area. While major investments are currently underway on the riverfront to enhance multi-modal and fixed-rail transit access, those improvements and the opportunity they represent are not accessible by foot, bike, or wheelchair directly from the adjacent neighborhood.



Areas that are more walkable/bikeable have higher rents for commercial space and higher property values. A 2019 Brookings Institute report found that walkable urban places command commercial rent premiums 75% higher than suburban locations. A 2019 report for the Robert Wood Johnson Foundation noted that a national study of 10,000 properties found that “retail properties with a Walk Score ranking of 80 were valued 54% higher than properties with a Walk Score of 20. This was accompanied by an increase in net operating income (NOI) of 42% for the more walkable properties.”

Improved active transportation connections can also support the development of local businesses within the study area. A 2018 report from Victoria Walks in Australia found that walkability improvements can increase the number of people entering shops and local businesses by up to 40 percent. A 2012 study published in TR News found that shoppers arriving by bike spend 24 percent more per month than shoppers arriving by car.

Port KC has consistently applied for Low Income Housing Tax Credits to support the development of more affordable housing in the Riverfront. Recent feedback from the Missouri Housing Development Corporation has expressed concern about the proximity of the railroad tracks to potential sites for new housing. Port KC believes that exploring opportunities to create safer, separated crossings and improve connections to adjacent neighborhoods will assist in addressing these concerns and allow Port KC and its partners to be more successful in securing tax credits for the development of affordable housing. Providing grade separated crossings of the railroad tracks could allow for the implementation of a Quiet Zone that would reduce train horns, providing a quieter neighborhood for the enjoyment of all residents.

Better connectivity will also provide Housing Authority residents at Guinotte Manor and all area residents with better access to the amenities and attractions at the Riverfront as well as jobs at the casino, stadium, and future retail or office uses in the area. Guinotte Manor, an affordable housing community owned and operated by the Housing Authority, provides 219 units for low-income residents in Columbus Park. There are over 500 residents who live in the Guinotte Manor community, including a large number of children. Household incomes are extremely low, with an annual average of approximately \$13,000, or about 15% of Area Median Income (AMI).

This project will build on Port KC’s ongoing planning to create better active transportation connections to adjacent neighborhoods. In 2023, Port KC will complete a Berkley Riverfront Connectivity Study to evaluate how to create better active transportation connections to adjacent neighborhoods. This planning work will include an advisory committee made up of key stakeholders, including residents of Guinotte Manor and area businesses, a Walking Audit to identify desired routes for the community and identify railroad safety concerns, interactive mapping to gather online comments, and pop-up events along the riverfront to engage with visitors to the neighborhood.



### *(D) Climate Change and Sustainability*

Removal of the at-grade crossings will remove a key barrier between nearby residents of Columbus Park and the new streetcar station under construction in the Riverfront. Safer, more convenient connections will support increased use of the streetcar and other nearby transit routes instead of vehicle trips, leading to reduced emissions and better air quality from reduced VMT.

Providing grade separated crossings of the railroad tracks could allow for the implementation of a Quiet Zone that would reduce train horns, providing quieter neighborhoods. Noise pollution is recognized by the EPA and other environmental agencies worldwide as a form of air pollution that can have negative impacts on human health.

The Riverfront Streetcar Extension and construction of the KC Current stadium will bring hundreds of thousands of new visitors to the Riverfront. With this increase in visitors comes a renewed focus on connectivity, access, and safety in the neighborhood. Better access for active transportation can leverage the streetcar investment and address first/last mile connections. Improved connectivity will support the vibrant, walkable, and green development of the Riverfront by enabling more people to visit the area without using a car.

Sustainable land use patterns require robust transportation choices that reduce auto-dependency. The study will promote sustainable land use patterns by creating better connections from adjacent neighborhoods to the Riverfront streetcar station. Better connectivity will increase the vibrancy of the public realm by filling it with more active

people. Improved access to public transit also support aging in place by reducing the need for driving as residents age, allowing them to remain in their homes and creating life-long neighborhoods. Improved options for transportation choices also reduce transportation costs for area residents and improve air quality.

Improved connections to transit will support the development of additional affordable housing in these neighborhoods. When developers can de-couple parking from multi-family units, rents are lower. Less parking is required when developments are supported by transportation choices such as active transportation and nearby transit. Enhanced connections to transit also unlock the opportunity for more transit-oriented development by applying sound principles and policies.

Providing grade separated crossings of the railroad tracks could allow for the implementation of a Quiet Zone that would reduce train horns, providing a quieter neighborhood for the enjoyment of all residents.

A grade separate crossing would also eliminate idling trucks waiting for trains to move and clear the crossing at Lydia Avenue.



**(E) Transformation of Our Nation's Transportation Infrastructure**

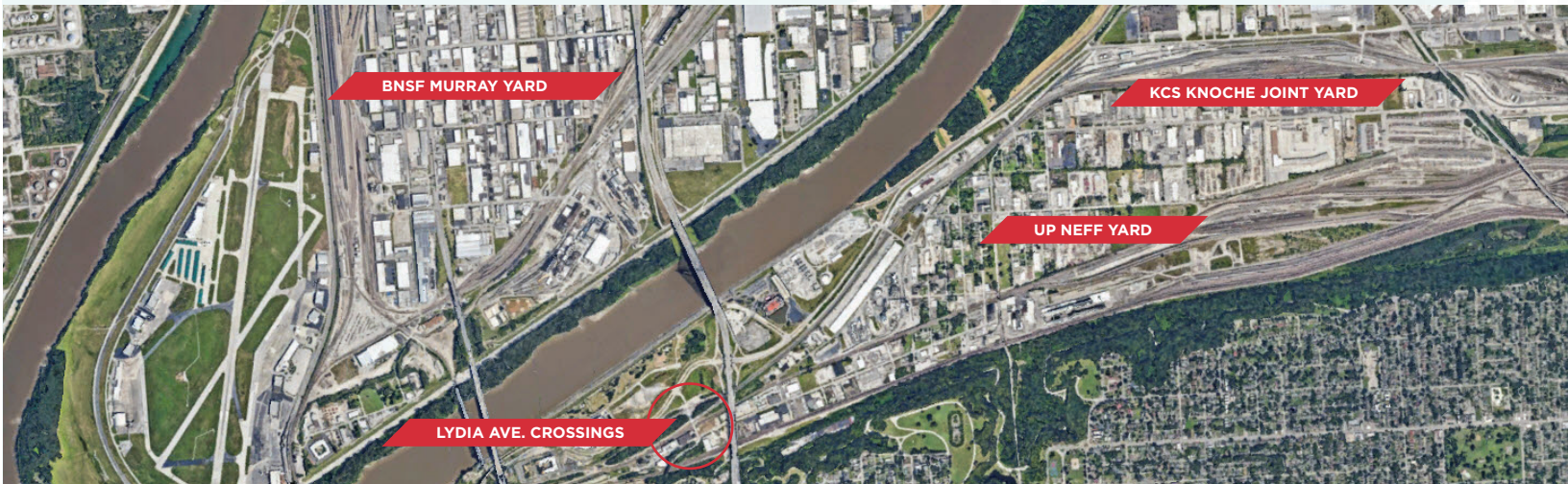
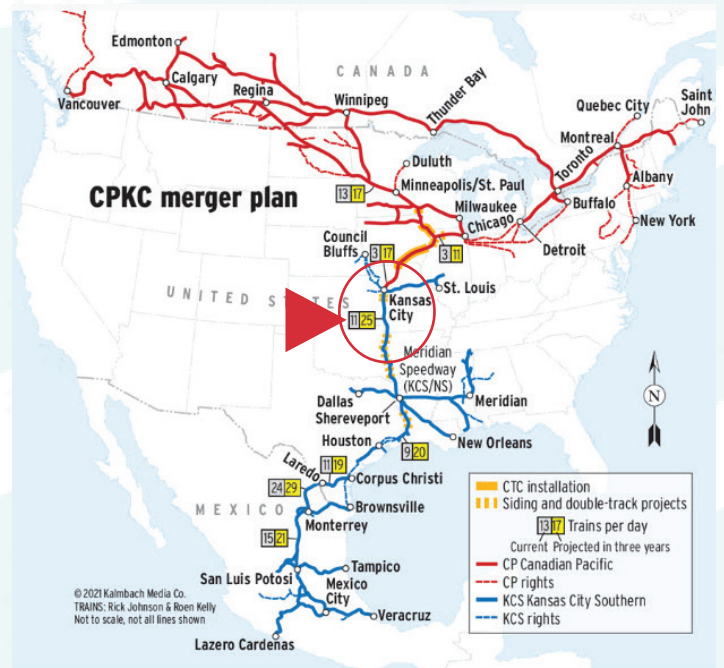
The three Class I train operators, Union Pacific, BNSF and KC Southern who operate the rail lines through the riverfront are part of a long history of freight rail in Kansas City. Like many communities across the country, rail lines that have spent decades coursing through mostly industrial areas now find themselves in increasing conflict with growth in surrounding housing and changes in use.

Currently, according to the FRA Crossing Inventory Form, 16 trains and switch engines pass through the Lydia Ave. at-grade crossing daily. The vehicle traffic includes four school bus crossings each day.

According to KC Southern, if their merger with Canadian Pacific railroad is completed, traffic on KC Southern lines in Kansas City could double.

*Within less than a 2-mile radius of the at-grade crossings of Lydia Avenue are the UP Neff Yard, the BNSF Murray Yard, and KCS Knoche Joint Agency Yard. All three yards are serviced by the at-grade rail lines subject to this study. An accident at the at-grade conflict points at Lydia Avenue could have a major impact on the thousands of tons of freight flowing through each of these major yards daily.*

This rail crossing elimination project could drastically decrease the number of potential conflicts with pedestrians and automobiles as train traffic continues to increase due to CPKC merger and expected rail traffic growth.





*(F) Eliminating Crossings and Making Corridor-Wide Improvements*

This project includes relocation of a BNSF mainline to be closer to the KC Southern and Union Pacific mainlines, consolidating the rail footprint into one area. This accomplishes three goals:

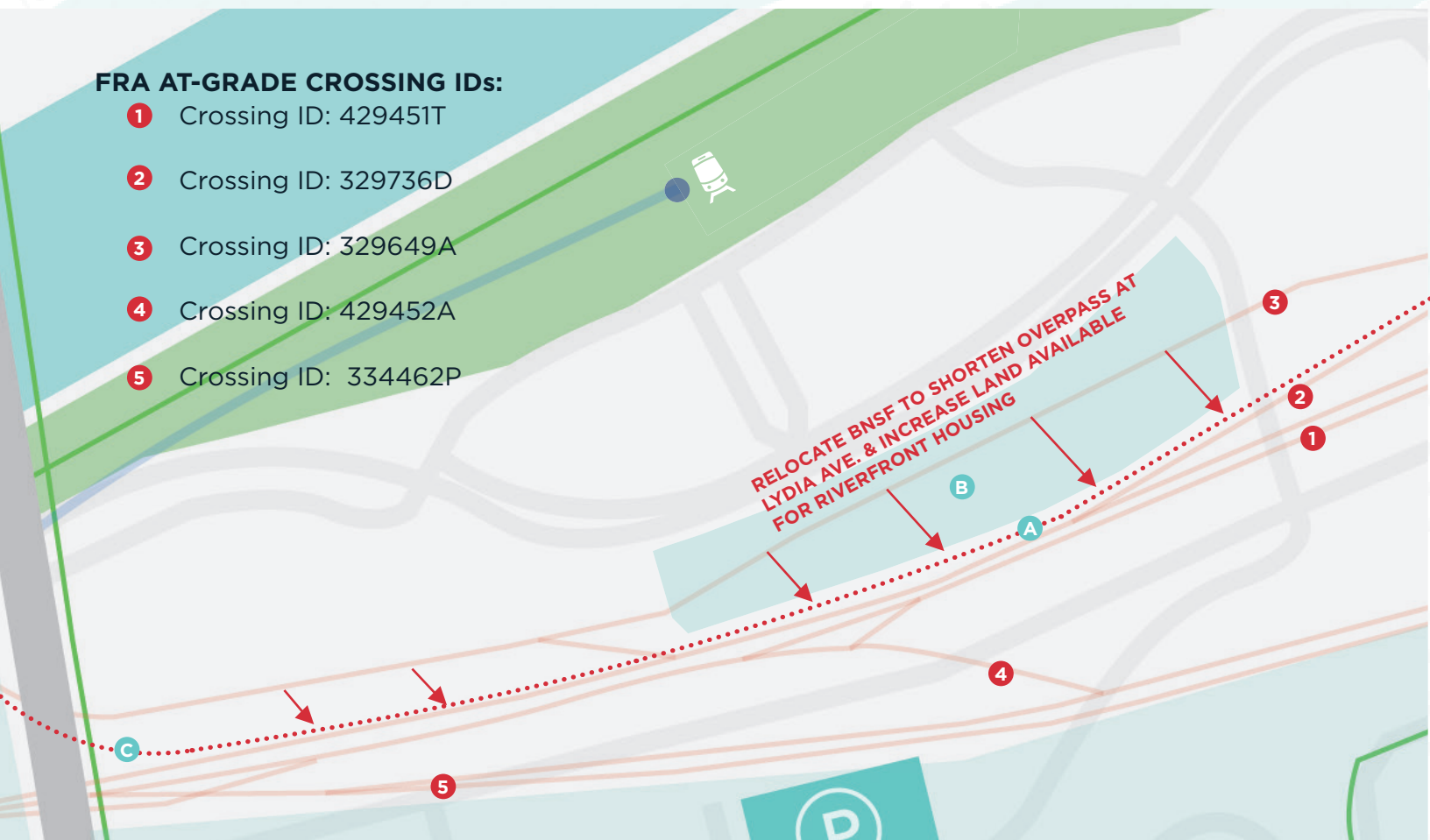
- A** It shortens the distance a potential viaduct would have to span. at Lydia Ave.
- B** It opens up additional property that could be developed by the Riverfront.
- C** Another potential benefit is the softening of a tight BNSF curve on the west side of the realignment.

The Riverfront Rail Crossing Elimination Study will examine the elimination of a minimum four rail lines that constitute three at-grade rail crossings at Lydia Avenue. Two additional at-grade crossings along 1st Street could be fenced off, consolidating access to the Riverfront at an elevated Lydia Avenue crossing. **All totaled, five at-grade crossings could be eliminated as part of this project.**

Due to the proximity to nationally significant rail yards (see page 21), the opportunity for corridor-wide improvements that will reduce wait times and increase safety is substantial.

**FRA AT-GRADE CROSSING IDs:**

- 1** Crossing ID: 429451T
- 2** Crossing ID: 329736D
- 3** Crossing ID: 329649A
- 4** Crossing ID: 429452A
- 5** Crossing ID: 334462P





Significant signal improvements will be needed throughout the realignment corridor, providing an opportunity for the railroads to improve what could be aged signal infrastructure in the area. Lastly, the project is likely to propose new cut-proof fencing on both sides of the combined railroad right of way to further deter pedestrian trespassing on railroad right of way. The project team will work closely with the railroads to identify other potential operational/design improvements that could be assessed during the study phase.

### *(G) Geographic Diversity*

Kansas City is the largest city in Missouri by population and area. The 2020 census announced the city had a population of 508,090, making it the 36th most-populous city in the United States. The Kansas City region straddles the Missouri - Kansas state line and has a bi-state population of 2,392,035.

The City of Fountains and Heart of America is known for its championship sports teams the Royals, Chiefs, Sporting KC, and KC Current, as well as its barbecue and jazz. The city was founded in the 1830s as a port on the Missouri River only a mile from the proposed site of this study.

Kansas City's Mayor is Quentin Lucas. The study area is in Missouri's Fifth Congressional District represented by Emanuel Cleaver, II.

## IX. SAFETY BENEFIT

The three at-grade crossings on Lydia Avenue being considered for grade separation as part of this project have a limited history of crashes. Since 1980, there has been a single non-injury motor vehicle crash at each of the three crossings. This is not unexpected since traffic volumes have been low on Lydia Avenue, and train speeds are slow through the area. (The maximum timetable speeds at the crossings range from 10 to 25 mph.)

However, several trespassing incidents have been reported in this area since 2020, including a fatality and two injuries. Two incidents describe the injured individuals crossing between or crawling under train equipment. These reports suggest that the safety issues at the Lydia Avenue crossings are less about people being surprised by a train or driving unsafely across the tracks, but instead about individuals attempting to cross while parked or slow-moving trains are present. This is likely due to the fact that there are no other crossing locations accessible to pedestrians in the area.

Both vehicular and pedestrian traffic are expected to increase substantially as development continues in the Riverfront area. Lydia Ave provides the most direct route for drivers and pedestrians coming from neighborhoods to the south, southeast, and east of the Riverfront area, including popular destinations such as J. Rieger & Co. Once the new soccer stadium opens in 2024, vehicles from these areas will be directed by routing apps across Lydia to access the on-site parking. If a train is present, which is often the case, traffic will have to find alternate routes in an area that does not support easy, convenient, or intuitive redirecting. Even if vehicle collisions with trains do not increase substantially,



crashes due to unfamiliar drivers looking for alternate routes in an area heavily constrained by topography and train tracks are expected to increase.

Supplemental event parking is being planned for a lot to the southwest of the stadium, on the south side of the tracks. For those who use this remote parking to access the stadium, Lydia currently provides the only available crossing. Peak pedestrian volumes may be several hundred, or even thousands, when events at the stadium begin and end. What are now isolated incidents of individuals crossing the tracks may become crowds crossing in the vehicle lanes (as there are currently no sidewalks or separated paths) even when trains are present. In this case, the slow-moving trains and stopped trains may prove to be more of a safety hazard than fast-moving trains, in that people may assess their risk to be low and choose to walk between or under train equipment.

The US DOT Crossing Inventory Forms for these three crossings indicate a total of 16 train crossings per day, including 6 total day through trains, 4 total night through trains, and 6 total switching trains. If KCS merges with Candian Pacific in the near future, train traffic through Kansas City is expected to increase on KCS tracks substantially. The increase in train traffic coupled with the expected increase in vehicular and pedestrian traffic suggests that what is currently a trespassing issue may quickly become a serious safety issue.

## X. DOT STRATEGIC GOALS

The Riverfront Rail Crossing Elimination Study will do everything it can to be consistent with the DOT's strategic goals which are aligned with the City of Kansas City's Climate Protection and Resiliency Plan and Inclusive workforce goals.

As a partner of the City of Kansas City, Port KC is committed to the City Council's Climate Vision adopted on August 25, 2022: **To be a carbon-neutral, equity-focused and resilient Kansas City by 2040.** To that end, the Council has instructed that climate action be a key factor in all decisions-including at the Riverfront.

Better access of all people to green space and free regional transit options will contribute to reaching the city's climate goals.

Port KC is also committed to equity in its planning and delivery of this project. Goals for disadvantaged businesses will be set in coordination with the city. The study and construction that follows will pay contractors excellent wage rates and focus on hiring Kansas City-based firms when possible.

The end goal of this project will physically connect neighboring residents in disadvantaged communities with good paying jobs along a booming Riverfront. The stadium, stores, restaurants and housing will all require workers at all levels.

Finally, consistent with DOT goals, increases in safe, reliable rail traffic decreases carbon emissions. Thousands of Kansas Citians work for the railroads and the logistics hubs they serve. The city is the second largest rail hub in the nation. Improvements in rail service and safety improve the regional economy in very real ways.





## XI. PROJECT IMPLEMENTATION AND MANAGEMENT

Port KC and KCMO are frequent partners on studies such as the Rail Crossing Elimination Study, including hundreds of millions in capital projects such as the Riverfront Streetcar Extension, which received an US DOT BUILD grant in 2020.

For the Riverfront Rail Crossing Elimination Study, we expect that the City will provide project management services, including contract oversight and control and ensure conformance to requirements for project progress reporting. Our team will provide progress reports and federal financial reports to the FRA on a quarterly basis, as required.

The study will be organized with a project management plan that will clearly define the responsibilities of each member of the project team. With support and concurrence from the project partners, including KCMO, MoDOT, and the three railroads, we will assemble a core group committed to a continual screening and evaluation process. Our management plan will hold the group accountable through decision milestones, and together we ensure that the study maintains the forward momentum necessary to reach 30% design plans and subsequently move forward to construction.

To maintain a focused pace on the NEPA-to-reality timeline, our team will work with the project partners to identify funding and land use development opportunities and assist with the project delivery method determination during the NEPA process.

It is critical to “keep the line moving” seamlessly within our project team and project partners, so that critical tasks are executed concurrently where practical, or in rapid succession where required by the NEPA process. The critical gap between the NEPA decision document and the start of construction must be closed to support rapid project delivery.

## XII. ENVIRONMENTAL READINESS

The project team anticipates that a full Environmental Assessment (EA) will be required to commence construction on this project. A Categorical Exclusion will be reviewed and exhausted prior to embarking on an EA. For the purposes of this grant proposal the need for an EA is assumed. Completing and submitting a successful EA is the primary deliverable of the requested funds for this grade separation study.

The EA will be prepared in compliance with the National Environmental Policy Act (NEPA) of 1969, the Council on Environmental Quality (CEQ) regulations implementing NEPA (40 Code of Federal Regulations (CFR) Parts 1500-1508); FHWA’s Environmental Impact and Related Procedures regulations (23 CFR 771), FHWA’s Technical Advisory (TA) 6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents; the guidance provided in Fixing America’s Surface Transportation (P.L. No. 114-94) (FAST ACT), and other applicable Federal laws, regulations, and orders. A more detailed description of the process and requirements used by the Missouri Department of Transportation (MoDOT) for completion of the Study process may be found in the MoDOT Engineering Policy Guide (EPG, <http://epg.modot.org/>).

The study team will review the appropriate sections of the EPG as a means to supplement the information contained in the Statement of Work (Attachment 2) and provide additional guidance in the requirements and expectations of MoDOT for completion of the Study.

**Thank you!**



ATTACHMENT 2  
ii. STATEMENT OF WORK

Port KC

Riverfront Rail Crossing Elimination Study  
Rail Crossing Elimination Grant 2022

I. AUTHORITY

<b>Authorization</b>	Section 22305 of the Infrastructure Investment and Jobs Act (IIJA) ( <a href="#">Pub. L. 117-58</a> , November 15, 2021), codified at <a href="#">49 U.S.C. 22909</a> ,
<b>Funding Authority/Appropriation</b>	This program was authorized in Section 22305 of the Bipartisan Infrastructure Law. 49 U.S.C. § 22909. Funding under the FY 2022 NOFO was made available by the Bipartisan Infrastructure Law, 2021 (Pub. L. No. 116-260, November 15, 2021)
<b>Notice of Funding Opportunity</b>	Notice of Funding Opportunity for the Railroad Crossing Elimination Program for Fiscal Year 2022, volume 87 FR 40335 07/06/2022

II. BACKGROUND

Port KC’s efforts to reimagine and redevelop the Berkley Riverfront have created a vibrant, walkable neighborhood connecting Kansas City to its river heritage. The 17-acre park is located on the south bank of the Missouri River between the Kit Bond Bridge and Heart of America Bridge. Once a landfill for construction debris and the former site of a sand and gravel company, the Riverfront is now a lively green connection between Kansas City and its most significant natural asset, the Missouri River.

The riverfront hosts numerous cultural events and activities and offers amenities such as the 15-mile Riverfront Heritage Trail, sand volleyball courts, and 4.7 acres of wetlands restoration. The site is adjacent to approximately 85 acres of developable land controlled by Port KC with sweeping views of the downtown Kansas City skyline and the Missouri River. This booming neighborhood will soon be connected to the River Market neighborhood, downtown Kansas City, Midtown, and the University of



Missouri Kansas City (UMKC) by a Riverfront extension of the KC Streetcar that is expected to be complete in 2025.

However, access to the Berkley Riverfront is limited by a number of barriers. Chief among these barriers are several rail lines owned and operated by three different railroads – BNSF, Union Pacific, and Kansas City Southern – that isolate the Riverfront neighborhood from the rest of Kansas City. There is only one street crossing these rail lines into the Riverfront, Lydia Avenue.

When Port KC began the redevelopment of the city’s Riverfront, the area boasted 75,000 visitors a year. A decade later, the area sees more than 200,000 visitors today. Port KC estimates total visits to exceed 600,000 in the years to come due in large part to an exciting new stadium project. As the Riverfront continues to develop and the new stadium opens, the dangerous conflict between people, vehicles, and trains along Lydia Avenue will only increase. The safety concerns are real and become more urgent as time passes.

This Agreement funds the Grantee to support the deployment of Riverfront Rail Crossing Elimination Study (Project). To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

### III. OBJECTIVE

The Port Authority of Kansas City’s (Port KC) efforts to reimagine and redevelop the Kansas City Riverfront are creating a vibrant, walkable neighborhood connecting the city to its river heritage. Days before this application is submitted, the KC Current, Kansas City’s National Women’s Soccer League Team will break ground on the world’s first purpose-build women’s soccer stadium on the banks of the Missouri River.

This project will study the elimination of three at grade rail crossings over four mainline tracks by way of at least one grade separated crossing structure at the entrance to the Riverfront at Lydia Avenue adjacent to the new stadium. The at-grade rail lines owned and operated by Union Pacific (double track), Kansas City Southern, and KC Southern/BNSF along with dozens of properties and large utilities pose a challenge to grade separation.

The rail crossings provide no pedestrian, cycle or ADA accommodations and a significant safety issue that will continue to worsen as traffic increases as the Riverfront continues to build out. The anticipated outcomes of the project will be to have a practical, feasible, publicly and politically supported plan to provide a safe and separated entrance to the city’s Riverfront.



This project includes relocation of a BNSF mainline to be closer to the KC Southern and UP mainlines consolidating the rail footprint into one area. This accomplishes three goals:

- It shortens the distance a potential viaduct would have to span. at Lydia Ave.
- It opens up additional property that could be developed by the Riverfront.
- Another potential benefit is the softening of a tight BNSF curve on the west side of the realignment.

The Riverfront Rail Crossing Elimination Study will examine the elimination of at a minimum four rail lines that constitute three at-grade rail crossings at Lydia Avenue. Two additional at-grade crossings along 1st Street could be fenced off consolidating access to the Riverfront at an elevated Lydia Avenue crossing. All totaled, five at grade crossings could be eliminated as part of this project.

Due to the proximity to nationally significant rail yards (see page 21), the opportunity for corridor-wide improvements that will reduce wait times and increase safety is substantial.

#### IV. PROJECT LOCATION

The study area is located in Kansas City, Missouri in Jackson County. Three at-grade crossings of four railroad tracks across Lydia Avenue that are the subject of this study are crossing gate controlled. Lydia Avenue is maintained by the City of Kansas City and connects to Berkley Riverfront Park and the Riverfront development area controlled by Port KC.

FRA Grade Crossing Identification:

Union Pacific, Crossing ID: 429451T

KC Southern, Crossing ID: 329736D

KC Southern/BNSF, Crossing ID: 329649A

The project is located globally at 39°06'57"N : 94°34'00"W

#### V. DESCRIPTION OF WORK



This grant application is to study solutions to a serious safety issue where the four at-grade rail crossings of Lydia Avenue divide a booming riverfront with greenspace, jobs and a streetcar stop from adjacent neighborhoods.

The project has three primary objectives:

The study will assess and document environmental clearances required for the project, which are expected to include roadway and bridge realignment, rail realignment to bring the four sets of tracks closer together to accommodate the grade crossing, construction of new ped/bike facilities, and moving high-voltage power lines and other utilities.

The study will develop and assess potential access and alignment alternatives to provide grade separation at the existing crossings owned by Union Pacific (UP), Burlington Northern Santa Fe (BNSF), and Kansas City Southern (KCS; 2 tracks). This assessment will especially focus on access and safety for pedestrians, cyclists and transit users, and will look for opportunities to eliminate additional grade crossings in the area. The effort will include a substantial public engagement component to incorporate community needs and priorities, especially for nearby underserved neighborhoods, and to build support for the preferred solution.

This study will develop 30 percent plans for a preferred alternative, including rail realignment, grade separation at Lydia, pedestrian/bicycle facilities, utility relocation, and adjacent roadway improvements to support changing traffic patterns.

### **Task 1: Detailed Project Work Plan, Budget, and Schedule**

The Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Grantee and agency review durations), a detailed Project Budget, [*and the environmental class of action.*] Similarly, agreements governing the construction, operation and maintenance of the Project should also be included. The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The Grantee acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget, and Schedule has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA, unless



such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

**Task 1 Deliverables:**

- Detailed Project Work Plan, Budget, and Schedule
- Project Agreements (if applicable)

ALLOCATED BUDGET FOR TASK 1: \$20,000

**Task 2: Location Studies**

A. Study Area and Study Alternatives

The study team will conduct an initial screening of three to five potential grade separation alternatives along with a detailed environmental analysis. This allows for the placement of alternatives that can shift a potential viaduct and interchange locations within the Lydia corridor as it approaches the Riverfront to accommodate engineering and environmental constraints and allow selection of a least environmentally damaging alternative while maximizing flexibility in engineering to support design-build implementation. Narrowing or enlarging of the study corridor may be needed as the study progresses to effectively assess associated impacts.

B. Definition of Purpose and Need

The study team will coordinate with FHWA, MoDOT, the Port KC Authority and Kansas City, Missouri (KCMO) to obtain concurrence on the study area, logical termini, and areas required for implementation of related or connected actions based upon the needs and purpose established in the study. All work shall conform to all applicable FHWA regulations and guidance, and any MoDOT policies, protocols and procedures (e.g., Noise Policy and Procedures).

Purpose and Need - The study team will develop a “project specific” Purpose and Need” derived from the needs and purpose established in the PEL. The purpose and need is considered a living document and can change during the course of the study. However, it should be deemed firm by the time of the selection of a Preferred Alternative and issuance of the final environmental document. For studies that require substantial time to complete, the Study team will be required to present the latest data available in support of the identified needs to support the making of informed decisions.

C. Alternatives Development



Design Standards - Determine design standards that are appropriate for the type of bridge and roadway facilities needed to carry the projected traffic volumes in the corridor based on the analysis conducted in the PEL. Design criteria may include number of lanes, design speed, level of access, typical cross sections, right-of-way width, horizontal and vertical curvature limits, drainage criteria, and selection of bridge types, widths, lengths, and vertical clearances.

Alternatives - Identify the grade separation and access improvements for inclusion in the Study. As the study process progresses, options within each geographic segment will be linked together to form complete alternatives that satisfy the logical termini established for the Study and can be considered to have independent utility as a stand-alone build alternative.

#### D. Alternatives Screening

Assemble Reasonable Alternatives – Upon completion of the screening process, the study team will determine which improvements should be linked together to form complete and stand-alone build alternatives that connect the identified logical termini and comprise a project of independent utility. Develop an appropriate matrix and graphics to illustrate the alternatives. Summarize the screening process in a memorandum.

Evaluate Alternatives – Determine which build alternatives should be carried forward for detailed evaluation in the EA. Compare all alternatives to how effectively they satisfy the Purpose and Need established under Task 1.2. Include in the EA a discussion of how each alternative satisfies or fails to satisfy the Purpose and Need.

#### **Task 2 Deliverables:**

- Alternatives Screening and Evaluation Memorandum

ALLOCATED BUDGET FOR TASK 1: \$950,000

#### **Task 3: Environmental Planning**

##### A. Agency Scoping and Data Collection

Coordinate with MoDOT to identify participating and cooperating agencies to be engaged in the Study process.

Assist FHWA in contacting Federally recognized Tribes that may have an interest in the Study. Provide Scoping Packets for FHWA to distribute to invited Tribes.

Data Collection –Obtain plat maps and property ownership information from Jackson County. Specify agency (Federal or state) properties. Identify/verify major utility and transportation infrastructure (pipelines, overhead utility lines, flood control structures, other transportation corridors).



- Identify potential Section 4(f) properties and provide MoDOT with information for Section 4(f) determination by FHWA.
- Verify Section 6(f) properties with Section 6(f) county listings provided by MoDOT. Provide details on verified Section 6(f) property boundaries.
- Prepare environmental base maps at 1"=200 ft USGS and 1"= 200 ft aerial photo mosaic.
- Prepare environmental constraints map and narrative to be included in the environmental document.

#### B. Environmental Evaluation

- Conduct environmental analysis of all reasonable alternatives. Assume no more than two Build Alternatives will be carried forward for evaluation in the EA.
- Screen initial alternatives based on the purpose and need defined the project and an initial environmental evaluation to avoid or minimize environmental impacts, followed by detailed evaluation of environmental and engineering impacts of remaining reasonable alternatives.
- Develop matrix in conjunction with Task 1.5 for environmental and engineering screening and evaluation analysis.

#### C. Environmental Assessment

- Verify presence and approximate size of vegetated wetlands and other special aquatic sites shown on maps through a combination of desktop analysis and "windshield verification survey". This is to be accomplished without trespass on private property.
- Location of springs, caves, sinkholes, and other unique features based on desktop analysis.
- Identification of specific (threatened, endangered, and rare) wildlife habitats and terrestrial natural communities through a combination of desktop analysis and windshield verification.
- Location of publicly owned recreation areas, wildlife refuges and management areas, campgrounds, historic sites, etc. through a combination of desktop analysis and windshield verification.
- Develop preliminary list of important community and social institutions and services such as schools, emergency services, hospitals, and shelters. Identify sensitive and protected populations as defined by Title VI, Environmental Justice, Limited English Proficiency (LEP), and ADA (Americans with Disabilities Act) through desktop analysis and limited field reconnaissance.

Waters of the U.S. and Wetland Information - Present in the draft environmental document screening information on stream, wetland, and hydric soils for all





reasonable alternatives. Field delineations may be conducted for the Preferred Alternative following issuance of the environmental decision.

**Displacement and Relocation Impacts** - Evaluate displacement and relocation impacts. Review relocation assistance programs administered by the state. Discuss comparable available housing and business locations within the metropolitan area. Further define impacts to affected communities and neighborhoods. Include discussion of potential relocations and the federally mandated relocation assistance process in materials available at public meetings.

**Conduct Visual Assessment** - Describe the character of the visual environment. Identify existing sensitive visual resources, if any, and indicate if project is in a visually sensitive urban or rural setting. Identify potential visual quality impacts, if any, by describing the relationship of the impacts to viewers from the roadway and of the roadway. Indicate the visual assessment methodology used, if any. Coordinate visual assessment with evaluation of indirect effects on NRHP-listed or eligible resources.

**Noise Effects** - The noise analysis will follow FHWA guidelines outlined in 23 CFR 772, NEPA of 1969, and currently adopted noise analysis procedures for the State of Missouri. The potential alternatives under consideration may result in a substantial horizontal and/or vertical alteration of the facility and would therefore be considered as a Type I Project.

**Air Quality Assessment** - A qualitative air quality assessment will be conducted to evaluate the air quality standards in the study area for the Existing Condition, No Action Build Condition, and the Build Condition and to compare the results with the National Ambient Air Quality Standards (NAQQS). An air quality memorandum will address the requirements of the Clean Air Act Amendments of 1990 (CAA90) section 196(c) and the conformity requirements of the State Implementation Plan (SIP), which is the attainment of the NAAQS. Recent measures by the U.S. Environmental Protection Agency (EPA) to improve air quality and general national trends in the region will also be discussed.

**Section 4(f) Impacts** - The Study team will prepare the Section 4(f) Evaluation including an Alternatives Analysis, a Memorandum of Agreement (MOA), and the Information to Accompany the MOA along with supporting appendices for inclusion with the MOA for circulation to consulting parties. One MOA will be prepared for the project. Once approved the Study team will incorporate it into the environmental document.

**Hazardous Materials Assessment** - After the reasonable alternatives have been selected the study team shall identify all sites that impact the build alternatives. Also, the study team shall verify the potential presence or absence of unrecorded hazardous waste, hazardous material, or solid waste disposal sites through limited interviews and land record investigations.

**Cultural Resources Documentation** - The study team shall work with all agencies to identify and invite appropriate entities to participate as consulting parties in the



development and review of the MOA. The results of the architectural and archaeological investigations will be presented in a single report. MoDOT will lead Section 106 consultation on behalf of FHWA.

**Floodplain Study** - For each alternative encroaching on a designated or proposed regulatory floodway, and commensurate with the level of encroachment, document the consistency with the National Flood Insurance Program (NFIP) standards and the coordination with the Federal Emergency Management Agency (FEMA), State Emergency Management Agency (SEMA), the United States Army Corps of Engineers (including Section 408 as necessary), and local agencies.

**Biotic Communities and Threatened and Endangered Species** - Present in the document an overview of the natural (terrestrial and aquatic) communities present in the study area. Using GIS data and windshield review identify potential habitats for protected bat species. No field reconnaissance including bat habitat assessment of the bridge and surrounding habitats (compliant with the 2016 Range-wide Indiana Bat Summer Survey Guidelines (Indiana Bat Guidance) and the Final 4d Rule for the Northern Long-eared Bat (NLEB Guidance) issued in 2016).

**Transportation System Effects** - An evaluation of the existing transportation system and general changes and possible benefits resulting from proposed transportation improvements will be performed by the Study team involving the identification, characterization and mapping of existing and planned components of the system within the study area (Area of Influence).

### **Task 3 Deliverables:**

- Water Resources Technical Memorandum (to include waters of the US, wetlands, floodplains, and water quality)
- Visual Assessment Memorandum
- Noise Analysis Technical Report
- Air Quality Technical Memorandum
- Draft and Final Section 4(f) Evaluation, including the Alternatives Analysis, MOA, and Information to Accompany the MOA
- Hazardous Materials Technical Report
- Draft and Final Cultural Resources Survey Report
- Biotic Communities Technical Memorandum

ALLOCATED BUDGET FOR TASK 3: \$75,000

### **Task 4: Traffic Studies**

#### **A. Traffic Data**

The study team will prepare traffic model networks for reasonable alternatives strategies, including the No-Build alternative, and run the simulations for year 2040 morning and evening peak hour periods. VISSIM output measures will be tabulated



and comparing No-Build and alternatives for the year 2040. As needed, changes in volumes and/or travel patterns within the study area for the alternatives will be ascertained from the year 2040 DTA/EMME alternative model runs.

**B. Safety and Traffic Operations Analysis**

Calculate construction year and design year Levels of Service by current Highway Capacity Manual methodologies for defined sections and for major intersections along the route for all reasonable alternatives, including the No-Build alternative. The Level of Service shall also be calculated for the residual traffic on the existing route for all reasonable alternatives along with mitigation measures, if needed. Define those Levels of Service for presentation in the environmental document.

**C. Transit, Transportation System Management (TSM) and Transportation Demand Management (TDM) Alternatives**

Explore the ability of less highway intensive strategies, in sufficient detail to permit planners to answer the question of whether such strategies could address the need for various transportation improvements. Define alternatives and incorporate these investigations into the alternative analyses for the preliminary and final environmental document.

**Task 4 Deliverables:**

- Traffic Study Report for incorporation into Environmental Document (NEPA)

ALLOCATED BUDGET FOR TASK 4: \$80,000

**Task 5: Social and Economic Studies**

The following evaluations shall be performed where there are foreseeable social or relocation impacts. The socioeconomic analysis shall be completed in a step-wise manner in order to achieve the appropriate level of analysis. The initial analysis shall include the qualitative assessment of the project area as well as the descriptive data for the social and economic parameters outlined below:

- Determine impacts to industrial and community settings and characterize the impacted population.
- Examine changes in travel patterns and accessibility (e.g. vehicular, commuter, bicycle, or pedestrian) for each of the reasonable alternatives.
- Compare impact of reasonable alternatives on school districts, recreation areas, churches, businesses, police and fire protection, etc.



- Assess the impact of the alternatives on highway and traffic safety as well as on overall public safety.
- Present demographic data profiling the project area and the region using census data. Block group and tract level data is preferred.
- Determine whether any low income, minority, or unique social group would be disproportionately adversely impacted by the alternatives. Follow MoDOT and FHWA guidance on best practices for Title VI and Environmental Justice considerations.
- Prepare Community Impact Assessment Report

Right of Way Acquisition and Displacement Impacts - For each reasonable alternative estimate the number of businesses to be displaced, include business characteristics (e.g., minority, ethnic, disabled, elderly, income level, owner/tenant status, replacement and relocation costs, number and racial group of displaced employees). Also estimate the number of partial takes.

Economic Development Data - Utilizing the preferred alternative for bridge and roadway improvements, prepare additional refinements to the anticipated transportation infrastructure to identify impacted properties and related economic development activity and opportunities in the affected area. This effort will include assessing the interim condition resulting from this identified phase of constructed improvements and connections to the bridge and roadway infrastructure and will include consideration of the preferred long-term urban design, land use, and economic development condition for the adjacent North Loop area. This analysis, and its related/anticipated refinements, is intended to illustrate this initial preferred configuration of viaduct and roadway connections and associated constructed improvements will not preclude future additional land use, urban design, and economic development activity from being implemented in a manner consistent with the preferred long-term vision for this area.

**Task 5 Deliverables:**

- Community Impact Assessment Report

ALLOCATED BUDGET FOR TASK 5: \$25,000

**Task 6: Community Involvement Program**

This community involvement plan will be developed and meet all requirements by the National Environmental Policy Act (NEPA), FHWA requirements and MoDOT, referencing MoDOT's Engineering Policy Guide Category 129 for specific current



MoDOT requirements. The purpose and scope of the other public involvement assignments will be defined by the MoDOT District Customer Relations Division, and the assignments will be carried out under the direction of the Customer Relations Division in coordination with KCMO.

The Study team will provide a description of the processes involved in each step of the public involvement portion.

The Team will conduct appropriate, thoughtful, and meaningful public engagement of interested parties near the study area as well as users from across the region. The engagement activities will be both “high-tech” and “high touch” meeting participants where they are and valuing their time.

The outreach for this project will be carefully coordinated with the engineering and environmental teams to ensure the public’s input is gathered in time to have maximum input on the larger process.

The public will be engaged to develop and approve Purpose and Need, evaluate alternatives based on those purposes and needs, and determine a preferred alternative for inclusion into the final NEPA document.

**Task 6 Deliverables:**

- Community Involvement Plan
- Documentation of Community Input for inclusion in the Environmental Document (NEPA)

ALLOCATED BUDGET FOR TASK 6: \$75,000

**Task 7: NEPA Document Preparation**

The evaluation of alternatives in the environmental document should focus on how well the alternatives satisfy the “Purpose and Need” of the project and the amount of impact on the natural and human environment.

The preliminary and final environmental documents will make use of a “reader friendly format” to the extent acceptable by MoDOT and FHWA reviewers. Format of the documents will be agreed upon with MoDOT prior to any major work on the documents. The preferred alternative to be identified in the Draft environmental document and described in the anticipated Finding of No Significant Impact (FONSI) will include an explanation that in the event the project is implemented through a design-build process, alternate structure types and forms from those generally described in the document will be considered to the extent that the impacts are limited to those addressed and evaluated in the in the environmental document.



**Task 7 Deliverables:**

- Draft and final NEPA Document

ALLOCATED BUDGET FOR TASK 7: \$50,000

**Task 8: Topographic Survey**

Survey services will include detailed topographic survey of the railroad and public street rights-of-way, using ground based conventional survey techniques. Topographic survey of the area will include approximately 105 acres using aerial LiDAR technology. LiDAR topographic survey will show planimetric and elevation contours at one-foot intervals. Topographic survey will show utilities from GIS data and maps provide by utility providers or best available information. The detailed topographic survey will show underground utilities as marked by Missouri One Call, visible evidence, and as-built utility plans if available, including inverts and pipe sizes. The survey will include locating piers and low structure elevation roadway bridges over railroads within the survey limits, and locating overhead utility lines crossing the areas of detailed ground-based surveys and showing the elevation of any structure within 15 feet of the top of rails. Survey will include establishing project site horizontal and vertical control.

**Task 8 Deliverables:**

- Topographic survey and digital terrain model

ALLOCATED BUDGET FOR TASK 8: \$150,000

**Task 9: 30% Design Submittals to Railroads and Municipalities**

Rail coordination will continue after receiving comments from each line regarding the conceptual design submittals. Proposed changes to the design from other tasks will be incorporated, comments from the rail lines addressed, and design continued to a preliminary 30% stage for submittal to the rail lines as well as the controlling municipality. With design criteria created from the other tasks, the 30% plans will encapsulate the final layout of the track and roadway locations, as well as the type, size and location of bridge elements including abutments, piers, and superstructure.

Specific information may differ for each rail line or portion of the project, but in general the 30% submittal to the railroad will include:

- Responses to the Railroad comments on the concept submittal.
- 30% plans including updated Plan, Elevation and Typical Section. Also include



construction notes, Railroad profile grade diagram, structural design criteria, and construction methods.

- Project specifications/special provisions regarding Railroad coordination during construction.
- Drainage report
- Shoofly Design (if applicable)
- Construction phasing plans including procedures, temporary shoring layout, controlling dimensions and elevations.

For municipalities, the 30% bridge plans will be similar to the railroad package. However, additional information will be provided in roadway plans for the approaches to the grade separations. The plan and profile of approach roadways, layout of sidewalks, typical sections and station cross sections, and construction limits will be provided in the municipality plans. Critically, the construction limits will provide preliminary information about the additional right-of-way needed for the project.

#### **Task 9 Deliverables:**

- 30% Design Submittal for each railway line for each grade separation or realignment
- 30% Design Submittal to Municipality

ALLOCATED BUDGET FOR TASK 9: \$750,000

#### **Task 10: Project Schedule Development**

The study will be organized with a project management plan and schedule that will clearly define the responsibilities of each member of the project team. With support and concurrence from the project partners, including KCMO, MoDOT, and the three railroads, we will assemble a core group committed to a continual screening and evaluation process. Our management plan and schedule will hold the group accountable through decision milestones, and together we ensure that the study maintains the forward momentum necessary to reach 30% design plans and subsequently move forward to construction.

To maintain a focused pace on the NEPA-to-reality timeline, our team will work with the project partners to identify funding and land use development opportunities and assist with the project delivery method determination during the NEPA process.



It is critical to “keep the line moving” seamlessly within our project team and project partners, so that critical tasks are executed concurrently where practical, or in rapid succession where required by the NEPA process. The critical gap between the NEPA decision document and the start of construction must be closed to support rapid project delivery.

**Task 10 Deliverables:**

- Detailed project schedule for entire project including future construction

ALLOCATED BUDGET FOR TASK 10: \$20,000

**Task 11: Project Opinion of Cost**

After a preferred alternative is selected, the team will begin working on detailed estimates for constructing the project. The team will allocate appropriate contingency, but will make every effort to be accurate and actionable in its estimates. These cost estimates will prepare the project to move forward using alternative delivery practices.

**Task 11 Deliverables:**

- Detailed cost estimate for construction phase of the project

ALLOCATED BUDGET FOR TASK 11: \$25,000

**Task 12: Utility Relocation Plan**

The study team will prepare plans identifying utilities in the project area and evaluating potential conflicts.

**Task 12 Deliverables:**

- Detailed utility relocation plan

ALLOCATED BUDGET FOR TASK 12: \$25,000

**Task 13: Property Acquisition Plan**

The study team will evaluate property acquisition needs based on the 30% design and identify real property that must be acquired for the project.





**Task 13 Deliverables:**

- Inventory of property ownership and titles
- Detailed property acquisition plan

ALLOCATED BUDGET FOR TASK 13: \$25,000

**Task 14: Project Management and Coordination**

The study team will assure that the diverse efforts of the Study team will be coordinated and comprehensive. Coordination among the diverse work groups, including environmental and cultural studies, engineering, public involvement and others, will be assured by the study team to ensure that the Study progresses expeditiously, and its conclusions are sound. The diverse parties in the Study will be advised of developments by the study team using the KCMO project manager as the conduit. Any field reconnaissance necessary to address concerns and reach decisions will be coordinated by the study team through the project manager. The study team's Study manager will document the progress of the Study and the decisions that are made for it. Such documentation is essential to assure that the Study according to required FRA, FHWA, MoDOT, and KCMO regulations and processes, and that they are making decisions that are well reasoned and sound, not arbitrary and capricious.

The project partners will develop a Project Management Plan to establish a high-performing working relationship. It will establish protocols and intervals for communication and will feature the project milestones and deliverables schedule to ensure everyone can plan ahead for required reviews and approvals. The PMP will provide a clear schedule based on the actual start date, coordination with project partners, and key milestones for successful delivery of conceptual design, and deadlines associated with the RCE grant.

**Task 13 Deliverables:**

- Project management plan
- Final Performance Report (the final deliverable listed in the "description of work" section of the SOW must be the Final Performance Report. This report must be submitted within 90 days of the end of the grant's period of performance and should describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project objectives and milestones)

ALLOCATED BUDGET FOR TASK 13: \$25,000



#### IV. PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- City of Kansas City
- BNSF Railroad
- Kansas City Southern Railroad
- Union Pacific Railroad
- US Corp of Engineers
- MoDOT
- Cushman Wakefield Developers
- KC Current Ownership/Stadium Developers
- Columbus Park Neighborhood
- River Market Neighborhood
- City of North Kansas City
- KC Housing Authority
- KC Streetcar Authority
- Downtown Neighborhood Association
- Kansas City Downtown Council
- FRA

#### V. PROJECT MANAGEMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular meetings scheduled throughout the Project Performance Period. The Applicant/Grantee will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work



- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
  - a. Status of project by task breakdown and percent complete
  - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
  - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
  - d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement



**ATTACHMENT 3:  
DELIVERABLES AND APPROVED PROJECT SCHEDULE**

**Port KC**

**Riverfront Rail Crossing Elimination Study  
Rail Crossing Elimination Grant 2022**

**I. DELIVERABLES AND APPROVED PROJECT SCHEDULE**

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 4(b) of Attachment 1.



Task #	Deliverable Name	Due Date
1	<ul style="list-style-type: none"> <li>• Detailed Project Work Plan, Budget, and Schedule</li> <li>• Project Agreements (if applicable)</li> </ul>	<p>March 2023 June 2023</p>
2	<ul style="list-style-type: none"> <li>• Alternatives Screening and Evaluation Memorandum</li> </ul>	<p>January 2024</p>
3	<ul style="list-style-type: none"> <li>• Water Resources Technical Memorandum (to include waters of the US, wetlands, floodplains, and water quality)</li> <li>• Visual Assessment Memorandum</li> <li>• Noise Analysis Technical Report</li> <li>• Air Quality Technical Memorandum</li> <li>• Draft and Final Section 4(f) Evaluation, including the Alternatives Analysis, MOA, and Information to Accompany the MOA</li> <li>• Hazardous Materials Technical Report</li> <li>• Draft and Final Cultural Resources Survey Report</li> <li>• Biotic Communities Technical Memorandum</li> </ul>	<p>September 2023-April 2024</p>
4	<ul style="list-style-type: none"> <li>• Traffic Study Report for incorporation into Environmental Document (NEPA)</li> </ul>	<p>September 2023</p>
5	<ul style="list-style-type: none"> <li>• Community Impact Assessment Report</li> </ul>	<p>May 2024</p>
6	<ul style="list-style-type: none"> <li>• Community Involvement Plan</li> <li>• Documentation of Community Input for inclusion in the Environmental Document (NEPA)</li> </ul>	<p>August 2023 April 2024</p>
7	<ul style="list-style-type: none"> <li>• Draft and final NEPA Document</li> </ul>	<p>August 2024</p>



8	<ul style="list-style-type: none"> <li>• Topographic survey and digital terrain model</li> </ul>	January 2024
9	<ul style="list-style-type: none"> <li>• 30% Design Submittal for each railway line for each grade separation or realignment</li> <li>• 30% Design Submittal to Municipality</li> </ul>	August 2024 August 2024
10	<ul style="list-style-type: none"> <li>• Detailed project schedule for entire project including future construction</li> </ul>	September 2024
11	<ul style="list-style-type: none"> <li>• Detailed cost estimate for construction phase of the project</li> </ul>	November 2024
12	<ul style="list-style-type: none"> <li>• Detailed utility relocation plan</li> </ul>	November 2024
13	<ul style="list-style-type: none"> <li>• Inventory of property ownership and titles</li> <li>• Detailed property acquisition plan</li> </ul>	November 2024
14	<ul style="list-style-type: none"> <li>• Project management plan</li> <li>• Final Performance Report (the final deliverable listed in the “description of work” section of the SOW must be the Final Performance Report. This report must be submitted within 90 days of the end of the grant’s period of performance and should describe the cumulative activities of the project, including a complete description of the Grantee’s achievements with respect to the project objectives and milestones)</li> </ul>	May 2023 December 2024



**Approved Project Schedule**

Task #	Task Name	Due Date
1	Detailed Project Work Plan, Budget, and Schedule	March 2023
2	Location Studies	January 2024
3	Environmental Planning	April 2024
4	Traffic Studies	September 2023
5	Social & Economic Studies	May 2024
6	Community Involvement Program	November 2024
7	NEPA Document Preparation	August 2024
8	Topographic Survey	January 2024
9	30% Design Plan Submittal to Railroads & Municipality	August 2024
10	Project Schedule Development	September 2024
11	Project Opinion of Costs	November 2024
12	Utility Relocation Plan	November 2024
13	Property Acquisition Plan	November 2024
14	Project Management & Coordination	December 2024
<b>Completion</b>		<b>December 2024</b>







**ATTACHMENT 4:  
APPROVED PROJECT BUDGET**

**Port KC**

**Riverfront Rail Crossing Elimination Study  
Rail Crossing Elimination Grant 2022**

**I. APPROVED PROJECT BUDGET**

The total estimated cost of the Project is \$2,500,000, for which the FRA grant will contribute up to 80% of the total Project cost, not to exceed \$2,000,000. The Grantee's Non-Federal Contribution is comprised of cash contributions only in the amount of \$500,000. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.



**Project Budget by Task**

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Detailed Project Work Plan, Budget, and Schedule	\$16,000	\$4,000	\$20,000
2	Location Studies	\$760,000	\$190,000	\$950,000
3	Environmental Planning	\$60,000	\$15,000	\$75,000
4	Traffic Studies	\$64,000	\$16,000	\$80,000
5	Social & Economic Studies	\$20,000	\$5,000	\$25,000
6	Community Involvement Program	\$60,000	\$15,000	\$75,000
7	NEPA Document Preparation	\$40,000	\$10,000	\$50,000
8	Topographic Survey	\$120,000	\$30,000	\$150,000
9	30% Design Plan Submittal to Railroads & Municipality	\$600,000	\$150,000	\$750,000
10	Project Schedule Development	\$16,000	\$4,000	\$20,000
11	Project Opinion of Costs	\$20,000	\$5,000	\$25,000
12	Utility Relocation Plan	\$20,000	\$5,000	\$25,000
13	Property Acquisition Plan	\$20,000	\$5,000	\$25,000
14	Project Management & Coordination	\$184,000	\$46,000	\$230,000
<b>Total</b>		<b>\$2,000,000</b>	<b>\$500,000</b>	<b>\$2,500,000</b>

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will document expenditures by task, and by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.



**Project Budget by Source**

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$2,000,000	80%
Non-Federal Contribution	\$500,000	20%
<b>Total Project Cost</b>	<b>\$2,500,000</b>	<b>100%</b>



**ATTACHMENT 5:  
PERFORMANCE MEASUREMENTS**

**Port KC**

**Riverfront Rail Crossing Elimination Study  
Rail Crossing Elimination Grant 2022**

**I. PERFORMANCE MEASUREMENTS**

The table below contains the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess Grantee's progress in achieving strategic goals and objectives. The Grantee will report on these performance measures per the frequency and duration specified in the table.

Upon Project completion, Grantee will submit reports comparing the Actual Project Performance of the new and or improved asset(s) against the Pre-Project (Baseline) Performance and Expected Post-Project Performance as described in Table 1 below. Grantee need not include any analysis in addition to the described data; however, Grantee is welcome to provide information explaining the reported data. Grantee will submit the performance measures report to the Regional Manager in accordance with Table 1 below.

Upon execution of the Memorandum of Understanding (MOU) between Port KC and the Federal Railroad Administration (FRA), FRA will assign responsibilities for the National Environmental Policy Act of 1969 (NEPA) and environmental review, consultation, and other related activities with respect to transportation projects to Port KC.

Port KC is committed to conducting self-assessments of progress on its two-fold work to complete the grant:

- A. A complete NEPA evaluation of the proposed project-including at-grade crossing elimination options and one rail line relocation (KC Southern/BNSF).**
  
- B. Pre-construction activities that include 30% engineering for submittal to the affected railroads.**



Table 1: Performance Measurement Table

Performance Measure	Description of Measure	Measurement	Reporting
<p><i>Quarterly project Self-assessment</i></p>	<ul style="list-style-type: none"> <li>• Ensure Port KC is in compliance with the MOU requirements</li> <li>• Ensure Port KC and MoDOT/FRA programs/procedures are being followed</li> <li>• Identify areas of concern early</li> <li>• Identify best practices that may be useful to others</li> <li>• Develop and implement methods to address any deficiencies</li> </ul>	<p><b>Pre-Project (Baseline) Performance as of June 2023</b></p> <p><i>[No performance values available at start of project.]</i></p>	<p><b>Contents:</b> Documentation quarterly of progress, concerns, best practices and any remedies required.</p>
		<p><b>Expected Post-Project Performance:</b></p> <p><i>NEPA document will comply with both the letter and spirit of the law. The public will be meaningfully engaged, and all proper documentation will be completed and submitted to the proper federal reviewing agencies.</i></p>	<p><b>Frequency:</b> <b>Quarterly</b></p> <p><b>Duration:</b> For the length of the project.</p>



Performance Measure	Description of Measure	Measurement	Reporting
<p><i>Bi-Monthly reports to the Community Advisory Group</i></p>	<p><i>Project will have regular check ins to assess progress and performance with a locally convened Community Advisory Group.</i></p>	<p><b>Pre-Project (Baseline) Performance as of First Meeting August 2023</b></p> <p><i>[No performance values available at start of project.]</i></p>	<p><b>Contents:</b></p> <p>Minutes of Community Advisory Group meetings</p>
		<p><b>Expected Post-Project Performance:</b></p> <p><i>A well utilized and engaged Community Advisory Group with active participation and meaningful impact on the project.</i></p>	<p><b>Frequency:</b></p> <p>Bi-Monthly</p> <p><b>Duration:</b></p> <p>For the duration of the project</p>



Performance Measure	Description of Measure	Measurement	Reporting
<p><i>Engineering/Design to limit cost, scope, and remain on schedule.</i></p>	<ul style="list-style-type: none"> <li>• <i>Engineering of the proposed alternatives and eventual preferred alternative will use sound engineering principles, extensive quality control, and be demonstrably responsive to the concerns and suggestions of all interested parties.</i></li> <li>• <i>Engineering of the project will be translated into public-friendly documents that assist in expanding the understanding of the project, the constraints involved, and the goals that will be accomplished.</i></li> <li>• <i>The final preferred alternative will meet the project's stated Purpose &amp; Need and provide appropriate 30% design for railroad and municipality review on schedule.</i></li> </ul>	<p><b>Pre-Project (Baseline) Performance as of [Insert Date]:</b></p> <p><i>[No performance values available at start of project.]</i></p>	<p><b>Contents:</b></p> <p>Assessment matrix presented to the public that quantifiably assesses the performance of each alternative in relation to the project's Purpose and Need.</p>
		<p><b>Expected Post-Project Performance:</b></p> <p><i>A preferred alternative that meets the project's Purpose and Need.</i></p>	<p><b>Frequency:</b></p> <p>Engineering will be reviewed and assess by the public at least twice during the NEPA process. Once to review preliminary alternative options and determine a preferred alternative and then to assess the performance of the preferred alternative.</p> <p><b>Duration:</b></p> <p>Assessed by the project team throughout the project.</p>



Performance Measure	Description of Measure	Measurement	Reporting
<p><i>Engineering/Design Quality Control (Q6) Process.</i></p> <p><i>These procedures were developed from guidelines published by the Professional Engineers in Private Practice (PEPP) section of the National Society of Professional Engineers have been endorsed by the American Institute of Architects and the American Council of Engineering Companies.</i></p>	<p><i>The engineering portion of the project will utilize the “Q6” performance measure matrix. Each step of the process is peer reviewed for quality:</i></p> <ul style="list-style-type: none"> <li>• <i>Q1: Preliminary Plan review</i></li> <li>• <i>Q2: Engineering calculations review</i></li> <li>• <i>Q3: Final design review</i></li> <li>• <i>Q4: Final contract document and specifications review</i></li> <li>• <i>Q5: Final biddability review</i></li> <li>• <i>Q6: Final constructability review</i></li> </ul>	<p><b>Pre-Project (Baseline) Performance as of [Insert Date]:</b></p> <p><i>[No performance values available at start of project.]</i></p>	<p><b>Contents:</b></p> <p>Documentation of each step of the Q6 review and associated assessment through peer review.</p>
		<p><b>Expected Post-Project Performance:</b></p> <p><i>The 30% engineered preferred alternative will complete all 6 levels of review successfully</i></p>	<p><b>Frequency:</b></p> <p>Engineering will be reviewed and assess using the Q6 Process throughout the project.</p> <p><b>Duration:</b></p> <p>Assessed by the project team throughout the project.</p>





### iii. ENVIRONMENTAL COMPLIANCE DOCUMENTATION

#### Port KC

#### Riverfront Rail Crossing Elimination Study

#### Rail Crossing Elimination Grant 2022

The project team anticipates that a full Environmental Assessment (EA) will be required to commence construction on this project. A Categorical Exclusion will be reviewed and exhausted prior to embarking on an EA. For the purposes of this grant proposal the need for an EA is assumed. Completing and submitting a successful EA is the primary deliverable of the requested funds for this grade separation study.

The EA will be prepared in compliance with the National Environmental Policy Act (NEPA) of 1969, the Council on Environmental Quality (CEQ) regulations implementing NEPA (40 Code of Federal Regulations (CFR) Parts 1500-1508); FHWA's Environmental Impact and Related Procedures regulations (23 CFR 771), FHWA's Technical Advisory (TA) 6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents; the guidance provided in Fixing America's Surface Transportation (P.L. No. 114-94) (FAST ACT), and other applicable Federal laws, regulations, and orders. A more detailed description of the process and requirements used by the Missouri Department of Transportation (MoDOT) for completion of the Study process may be found in the MoDOT Engineering Policy Guide (EPG, <http://epg.modot.org/>).

The study team will review the appropriate sections of the EPG as a means to supplement the information contained in the Statement of Work (APPENDIX A) and provide additional guidance in the requirements and expectations of MoDOT for completion of the Study.

## Appendix C



## **PROCUREMENT AND CONTRACTING POLICY**

The Port Authority of Kansas City, Missouri (“Port KC”) believes in procuring and contracting for Goods and Services in a fair, open, equitable and lawful manner.

This Procurement and Contracting Policy outlines the processes utilized by Port KC for any contract awarded by Port KC and which Port KC is party to. NOTE: Contracts procured and awarded by a third-party developers and/or their general contractors are not governed by this Procurement and Contracting Policy. The processes and procedures for such contracts are instead governed by Port KC’s “PROCUREMENT POLICY FOR CHAPTER 68 BOND FINANCED SALE-LEASEBACK PROJECTS” and its related contracting policies.

While this Procurement and Contracting Policy incorporates Missouri law, it is not intended to be all inclusive of the State and Federal requirements that may apply to Port KC and/or any Contractor. Contractors are responsible for having knowledge of and adhering to any and all additional State and/or Federal requirements that may be applicable to Contractors and which are not explicitly contained herein.

Capitalized terms not otherwise defined within the text of this Procurement and Contracting Policy shall be defined as provided in the Appendix.

### **I. GENERAL POLICIES**

#### **A. General Applicability**

This Procurement and Contracting Policy applies to the procurement of all Goods and Services unless the funding source mandates specific or additional procedures for letting contracts as a condition to receipt of funds, in which case Port KC may use such specific or additional required procedures.

#### **B. Disqualification/Debarment**

Port KC prohibits the award of any Contract to any Person that has been disqualified from contracting with the United States of America, State of Missouri, City of Kansas City, Missouri, or any agency, department or instrumentality of the foregoing, until such time as the period of disqualification or debarment shall have expired.

#### **C. Gifts/Gratuities**

Port KC prohibits the acceptance of personal gifts or gratuities of any kind from any Contractor or potential Contractor on projects that may include federal funding or under circumstances in

which the acceptance of such gifts or gratuities would otherwise violate the term of any applicable grant agreement or result in a violation of state, federal, or local law.

#### **D. Conflicts of Interest**

A Person is eligible for award of any Contract under this Procurement and Contracting Policy so long as the Contract does not create an actual, potential, or apparent conflict of interest. A prohibited conflict of interest exists when (i) because of other activities, relationships, or contractual services, a Person is or may be unable to render impartial, objective assistance or advice to Port KC, (ii) a Person's objectivity in performing its obligations under the Contract is or might be otherwise impaired, or (iii) a Person would receive an unfair competitive advantage. Prohibited conflicts of interest include, but are not limited to, the following:

1. Any Person providing Design Professional Services to Port KC for a project will be ineligible for award of a Contract to construct and/or manage the construction of the improvements said Person designed or assisted in designing; provided, however, this shall not operate to preclude the use of Design Build or Progressive Design-Build.
2. Any Person assisting Port KC in the preparation of any procurement document(s) for a project will be ineligible for award of a Contract with respect to such procurement, whether individually or as part of a team; provided, however, this shall not operate to preclude the use of Design Build or Progressive Design-Build.

Port KC shall not award any Contract to the following:

1. Individuals employed by Port KC or related to individuals employed by Port KC within the 4<sup>th</sup> degree by blood, marriage or adoption;
2. Profit-making firms or businesses in which any Port KC employee(s) or Board member(s) serve as officers, principals, partners, or shareholders, unless the applicable Port KC employee(s) and/or Board member(s), as applicable, shall have recused themselves from any action with respect to the procurement and award of the Contract;
3. Individuals who, within the immediately preceding twelve (12) months, were employed by Port KC in positions of substantial responsibility with respect to the nature of the Goods and Services to be obtained, or who participated in any way in developing any procurement documents with respect to the Goods and Services to be obtained; and/or
4. Profit-making firms or businesses in which the former employees described in clause (3) serve as officers, principals, partners or major shareholders.

Port KC's General Counsel will, upon written request, provide a determination with respect to any potential conflict of interest for a specific project, function or procurement. In the event the General Counsel determines that a conflict of interest exists, a written appeal may be made by the affected Person to the President within five (5) calendar days of notice from Port KC of

the conflict. The President shall determine the adequacy of the appeal and make a subsequent final decision. No further appeal shall be considered.

**E. Indefinite Delivery/Quantity**

Port KC may elect to procure and award any Contract on an indefinite delivery, indefinite quantity (IDIQ) basis under circumstances in which it is unable to determine, above a specified minimum, the precise quantities of Goods and Services that it may require during a defined period.

**F. Request for Qualifications**

Notwithstanding anything to the contrary in this Procurement and Contracting Policy, Port KC shall have the authority to issue a Request for Qualifications for purposes of screening and identifying those Persons deemed to possess the requisite skills and experience to provide certain Goods and Services that Port KC may elect to procure from time-to-time. In the event Port KC elects to issue a Request for Qualification, it may thereafter elect to establish one or more lists of pre-qualified Persons and restrict any subsequent procurement to those Persons having been so pre-qualified. Any list of pre-qualified Persons established by Port KC for the purposes set forth herein shall be maintained for a period of no greater than five (5) years, after which Port KC may elect to re-issue the applicable Request for Qualifications. This durational limit is imposed for purposes of ensuring that additional Persons developing the requisite qualifications to provide Goods and Services to Port KC are not unduly restricted from opportunities to compete for such work.

Any such Request for Qualifications shall be publicly advertised in a newspaper of general circulation within Kansas City, Missouri for a minimum of twenty (20) calendar days prior to the due date for any Statement of Qualifications.

**G. Prohibited Communications**

No Person or representative thereof shall have any communications with any member of the Board or with any of Port KC's staff, advisors, contractors or consultants involved with a procurement, except for communications expressly permitted by the procurement documents. The foregoing restriction shall not, however, preclude or restrict any communications with regard to matters unrelated to the procurement or participation in public meetings.

Unless otherwise directed pursuant to procurement documents, all communications to Port KC during any active procurement shall be directed via email to [info@portkc.com](mailto:info@portkc.com). Any Person engaging in prohibited communications may be disqualified in the sole discretion of Port KC. Additional requirements and limitations on communications may be included in the procurement documents for a project.

**H. Disclaimer of Liability**

Unless otherwise stated in the procurement documents, under no circumstance shall Port KC, the State of Missouri, Kansas City, Missouri, or any department or agency of any of the foregoing be liable for or reimburse the costs incurred by any Person, regardless of whether

they are selected or if the procurement process is delayed, altered or terminated. Unless expressly waived in the procurement documents, any and all information Port KC makes available is provided solely as a convenience and without representation or warranty of any kind.

**I. Role of President**

Any decision or power allocated to Port KC by this Procurement and Contracting Policy may be exercised on behalf of Port KC by the President.

**J. Public Notice and Document Availability**

Port KC will issue public notices of its procurements consistent with applicable legal requirements. Notices will generally describe the project scope or services desired, indicate the recipient of and the deadline for responses and will contain such other information as Port KC deems appropriate for the project.

**K. Liability for Private Obligations**

Port KC and its Board, President and staff, the State of Missouri, and any political subdivision or subsidiaries of any of the foregoing, are not, and shall not be, liable for any financial or other obligation except as explicitly agreed in a Contract or as otherwise explicitly required by applicable law. The credit of Port KC or the State of Missouri will not be pledged by any counterparty under any procurement or otherwise; provided, however, that the foregoing is not intended to restrict or limit the ability of Port KC, the State of Missouri, or any other Person or governmental entity to act as a conduit issuer of any bond or other financing, including private activity bonds, or to initiate any federal, state, or local funding or financing tool (e.g., the federal TIFIA, INFRA, BUILD, or similar programs) or credit facility process with any federal, state or local governmental entity.

**L. Sovereign Immunity**

Nothing in this Procurement and Contracting Policy shall, or shall be deemed to, waive the sovereign immunity of either or both Port KC and the State of Missouri pursuant to applicable law.

**M. Contract Award**

Contracts procured pursuant to a Request for Bids will be awarded to the Lowest Most Qualified Bidder. Contracts procured pursuant to a Request for Proposals will be awarded to the Lowest Most Qualified Proposer. In determining the apparent Lowest Most Qualified Bidder or Lowest Most Qualified Proposer, as applicable, Port KC may elect to utilize ad-hoc committees of people with knowledge of the subject matter to assist it in making its determinations and recommendations to the Board.

## **N. Required Authorization**

The President shall have the authority to approve any Contract not to exceed fifty thousand dollars (\$50,000.00).

The President and the Board's chairperson shall have the authority, by their mutual consent, to approve any Contract the cost of which exceeds fifty thousand dollars (\$50,000.00) but is not greater than one hundred thousand dollars (\$100,000.00).

The Board shall have the sole authority to approve any Contract the cost of which is greater than one hundred thousand dollars (\$100,000.00).

No Contract approved by the President shall subsequently be amended in a manner that causes Port KC's financial obligation to exceed \$50,000 unless the amendment shall be jointly approved by the President and the Board's chairperson, for expenditures not to exceed \$100,000, and by the Board via Resolution, for expenditures in excess of \$100,000. No Contract approved by the President and the Board's chairperson shall subsequently be amended in a manner that causes Port KC's financial obligation to exceed \$100,000 unless the amendment shall be approved by the Board via Resolution.

For purposes of determining which approval threshold is applicable, the total costs that Port KC might incur, inclusive of any renewal options, shall be utilized. By way of example, a Contract that continues for one year at \$50,000, with two annual renewal options at \$50,000 per annum, shall be regarded as a \$150,000 Contract for purposes of this section; provided, however, this provision shall not be construed as obligating Port KC to renew any such Contract for any one or more successive terms.

Notwithstanding the foregoing, in the event of an Emergency, the President shall be authorized to approve any Contract or amendment thereto, regardless of dollar amount and without approval of the Board's chair or Board, as applicable, provided the President communicate the nature of the Emergency to the Board's chair or Board, as applicable, as soon as practically feasible. The President shall endeavor to ensure that any such Contract is terminable by Port KC at will, with payment due only for services rendered prior to said termination, so as to preserve, to the maximum extent feasible, the authority of the Board's chair and/or the Board, as applicable, with respect to such expenditures.

## **O. Reporting of Contracts**

Any Contract in excess of five thousand dollars (\$5,000) must be reported to the Board or the Board's Finance & Administration Committee, for informational purposes only, at the next regularly scheduled Board or Committee meeting.

## **P. Piecemealing of Contracts**

No scope of services shall be piecemealed and awarded as multiple contracts to the same Person in any fiscal year solely for purposes of avoiding the applicability of any provisions of

this Procurement and Contracting Policy unless the Board shall approve the same by Resolution.

**Q. Maximum Term**

Except as otherwise provided herein, no Contract shall be awarded, amended, or renewed in a manner as to extend its total term beyond five (5) years unless the Board shall approve the execution or amendment of such Contract by Resolution. Notwithstanding the foregoing, any Contract awarded on an IDIQ basis shall not be subject to this maximum term provided the President & CEO shall have determined that the anticipated cost savings to Port KC outweigh the additional costs that Port KC might reasonably be anticipated to incur in the procurement of a new Contractor.

**R. Additional Procurement Methods**

This Procurement and Contracting Policy addresses only the most common procurements undertaken by Port KC and is not all-inclusive. In the event any additional procurement methods are or subsequently become authorized under Missouri law, or are not otherwise precluded by Missouri law, Port KC reserves the right to utilize any one or more of those methods as it deems to be in the best interests of Port KC.

**S. Reservation of Right to Waive Requirements**

Port KC, at its sole discretion, may waive or deviate from any or all of the requirements under this Procurement and Contracting Policy where it deems such waiver or deviation to be in the best interest of Port KC. Without limiting the foregoing, Port KC reserve the sole right to do any one or more of the following:

1. Modify any procurement processes to address applicable law and/or the best interests of Port KC as determined by the President;
2. Modify the terms of any procurement documents;
3. Reject any and all submittals or responses to any procurement at any time;
4. Terminate or cancel any procurement at any time prior to the execution of a Contract;
5. Suspend and/or terminate negotiations, elect not to commence negotiations, or engage in negotiations with any Person responding to the procurement, regardless of ranking;
6. Negotiate with a Proposer without being bound by any provision in the Proposal or the applicable Request for Proposals;
7. Negotiate a revised Bid with the apparent Lowest Most Qualified Bidder, including changes in Bid requirements, price, scope, specifications or quantity, if the Bid exceeds the appropriation or relevant budget for that project and Port KC determines that resoliciting Bids is not in its best interests;



8. Require confirmation of information furnished by any Person, require additional information, require additional evidence of qualifications to perform the work, including holding meetings and exchanging correspondence;
9. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to any procurement documents;
10. Add or delete responsibilities from the information contained in any procurement documents;
11. Revise and modify the evaluation factors or otherwise revise or expand the evaluation methodology at any time;
12. Initiate a new procurement after withdrawal of the original procurement;
13. Issue addenda, supplements and modifications to any procurement documents;
14. Appoint committees and subcommittees to review procurement documents, make recommendations and seek the assistance of outside technical, financial, legal, and other experts and consultants;
15. Waive immaterial deficiencies, accept and review non-conforming submittals, or permit clarifications or supplements to submittals;
16. Disqualify any Person for violating any rules or requirements of the procurement set forth in the procurement documents or in any other communication, document or signed agreements;
17. Disclose information contained in a response submitted to Port KC to the extent required by applicable law;
18. Exercise any other right reserved or afforded to Port KC under the procurement documents or applicable law or in equity; and/or
19. Disqualify any Person for any conflict of interest, including use of any key former Port KC employee or member of the Board hired within 12 months of any solicitation under this Procurement and Contracting Policy or such longer period as may be imposed by applicable law.

Additional reservations of rights may be included in the applicable procurement documents for a particular solicitation. Except as set forth in the procurement documents, should the procurement process or negotiations be suspended, discontinued or terminated, no Person shall have recourse against Port KC, including reimbursement of any costs or losses incurred, directly or indirectly, with regards to the procurement.

Notwithstanding the foregoing, Port KC may not waive or deviate from any requirement(s) that are imposed by, or in a manner as to conflict with or violate, applicable local, state, or federal law.

## **T. Savings Provision**

Nothing in this Procurement and Contracting Policy shall serve to invalidate or call into question any Contract awarded prior to September 1, 2024. Furthermore, in the event any Contract shall hereafter be awarded in a manner inconsistent with this Procurement and Contracting Policy, the presumption shall be that Port KC elected to waive the requirements under this Procurement and Contracting Policy in the best interest of Port KC.

## **II. MANDATORY CONTRACT TERMS**

Certain contractual terms are required pursuant to Missouri law and/or Port KC policy and shall be included, when and as applicable, as material terms of any procurement and Contract. Refer to the following Sections of this Procurement and Contracting Policy for purposes of identifying the applicable requirements to be included:

Workforce Protections	-	<b>Section VI</b>
Affirmative Action	-	<b>Section VII</b>

## **III. GENERAL PROCUREMENTS**

While Port KC has adopted a variety of procurement methods, the method to be utilized for a particular procurement is to be determined by (i) cost and (ii) the nature of the Goods and Services being procured.

Regardless of procurement method, Port KC shall strive to clearly identify and define the Goods and Services being procured and any expected evaluation factors so that a Person electing to respond is able to do so in an informed manner.

Notwithstanding anything contained herein, in the event of an Emergency, the President shall be authorized to procure any Contract, regardless of cost or nature of the Goods and Services, in such manner as he or shall reasonably determine to be in the best interests of Port KC with due regard to the nature of the Emergency.

A. The following methods can be utilized for any Goods and Services ***except*** Design Professional Services, provided the estimated cost does not exceed the amounts specified herein:

### **1. Micro-Purchase (\$10,000.00)**

Goods and Services that are not estimated to cost more than \$10,000.00 may be procured through this procedure. No Request for Bids/Request for Proposals are required, provided the costs of such Goods and Services are reasonable. Action to verify price reasonableness need only be taken if information indicates that the price is unreasonable, or no comparable pricing information is readily available.

Any Port KC staff member procuring a Contract utilizing the foregoing method shall make their estimate as to the total cost in good faith. In the event the quoted price

exceeds \$11,000.00, the Port KC staff member shall terminate the procurement and proceed anew under Section III.A.2.

2. Request for Bids/Request for Proposals (\$25,000.00)

Goods and Services that are not estimated to cost more than \$25,000.00 may be procured through this procedure. Bids may be solicited by phone or email from an adequate number of sources to promote competition to the maximum extent practicable. Solicitation from at least four (4) sources should be considered to promote competition to the maximum extent practicable, with at least two (2) of the four (4) sources contacted coming from the City of Kansas City, Missouri certified MBE/WBE and/or SLBE lists (assuming the City of Kansas City, Missouri has certified MBE/WBE and/or SLBE's in the scopes of Goods and Services being solicited). The procurement opportunity need not be publicly advertised in any publication or on Port KC's website, though doing so is not prohibited.

Any Port KC staff member procuring a Contract utilizing the foregoing method shall make their estimate as to the total cost in good faith. In the event the quoted price exceeds \$27,500.00, the Port KC staff member shall terminate the procurement and proceed anew under Section III.B.

- B. The following method can be utilized for any Goods and Services except Design Professional Services, regardless of estimated cost:

Request for Bids/Request for Proposals

Goods and Services of any value may, and those estimated to cost more than \$25,000.00 shall, be procured through this procedure.

1. Notice of the Request for Bids/Request for Proposals shall be publicly advertised in a newspaper of general circulation within Kansas City, Missouri for a minimum of twenty (20) calendar days prior to the due date for any submittal. Notwithstanding the foregoing, in the event a particular procurement has been limited to those Persons having been pre-qualified as provided in Section I.E, this publication requirement shall be deemed satisfied.
2. The Request for Bids/Request for Proposals shall be posted on Port KC's website for a minimum of twenty (20) calendar days prior to the due date for any submittal. Notwithstanding the foregoing, in the event a particular procurement has been limited to those Persons having been pre-qualified as provided in Section I.F, this posting requirement shall be deemed satisfied, and the Request for Bids/Request for Proposals shall instead be delivered only to those Persons having been so pre-qualified.

#### **IV. DESIGN PROFESSIONAL SERVICES PROCUREMENTS**

Port KC shall procure and award any Contracts for Design Professional Services on the basis of demonstrated competence and qualifications for the type of services required. Only after a Person

is selected on the basis of qualifications are a scope of work and fee negotiated. There is no monetary threshold as cost is negotiated after selection based on qualifications.

Port KC will:

1. Publicize or deliver a Request for Qualifications, providing a period of not less than twenty (20) calendar days for submittal of a Statement of Qualifications;
2. Evaluate the Statements of Qualifications. If soliciting for Goods and Services similar to those for which a Request for Qualifications was previously issued by Port KC, Port KC may also elect to include and evaluate those Persons previously qualified, provided their qualifications have been updated within the past two (2) years and are on file with Port KC;
3. After evaluating Statements of Qualifications, list the three (3) Persons determined to be highly qualified;
4. Select the Person considered best qualified and capable of providing the desired Goods and Services;
5. Prepare a written description of the scope of the proposed Goods and Services, as a basis for negotiation; and
6. Negotiate a Contract for the Goods and Services with the selected Person. If Port KC is unable to negotiate a satisfactory Contract with the selected Person, negotiations with that Person shall be terminated. Port KC shall then undertake negotiations with another of the qualified Persons selected. If there is a failing of accord with the second Person, negotiations with such Person shall be terminated and Port KC shall then undertake negotiations with the third qualified Person. If Port KC is unable to negotiate a contract with any of the selected Persons, it shall reevaluate the necessary Design Professional Services, including the scope and reasonable fee requirements, again compile a list of qualified firms (either firms on file or that respond to another Request for Qualifications), and proceed with the process of evaluation and negotiation again.

Except and only to the extent preempted by applicable law, Port KC shall use the following evaluation criteria:

1. The specialized experience and technical competence of the Person with respect to the type of Goods and Services required;
2. The capacity and capability of the Person to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3. The past record of performance of the Person with respect to such factors as control of costs, quality of work, and ability to meet schedules; and
4. The Person's proximity to and familiarity with the area in which the project/facility is located.

Regardless of the initial dollar amount of any Contract entered into under this Section IV, Port KC may elect to use the same Person on a subsequent phase or for additional work without a new qualification-based selection process.

## V. SPECIALIZED PROCUREMENTS

In lieu of utilizing a traditional bid-design-bid-build process for projects that include the design and construction of facilities and public infrastructure, Port KC reserves the right to utilize alternative project delivery methods including, but not limited to, the following:

1. **Construction Manager At-Risk** - An alternative delivery method in which a Contractor assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation services to Port KC regarding construction during and after the design of the project.

Port KC may use the Construction Manager At-Risk method for:

- a. Civil Works Projects in excess of two million dollars (\$2,000,000.00); and/or
- b. Noncivil Works Projects in excess of three million dollars (\$3,000,000.00)

Required Solicitation: Port KC shall undertake a two-phase Construction Manager At-Risk procurement in accordance with the provisions of Section 67.5050, RSMo, as the same may be amended from time-to-time.

2. **Public-Private Partnerships** - An alternative delivery method in which a Contractor is responsible for planning, designing, constructing, financing, operating and maintaining, or any combination of the foregoing, a facility or service.

Port KC may use the Public-Private Partnership method for:

- a. Civil Works Projects, regardless of dollar amount; and/or
- b. Noncivil Works Projects, regardless of dollar amount.

Required Solicitation: Port KC shall undertake a Public-Private Partnership procurement in accordance with such processes and procures as shall be approved by the President, with consideration given to the nature of the project at issue.

3. **Design-Build** - An alternative project delivery method in which a Design-Builder selected pursuant to a multi-phase qualifications-based process is responsible for furnishing design and construction services pursuant to a single Contract.

Port KC may use the Design-Build method for:

- a. Civil Works Projects, regardless of dollar amount; and/or
- b. Noncivil Works Projects in excess of seven million dollars (\$7,000,000.00)

Required Solicitation: Port KC shall undertake a three-phase Design-Build procurement in accordance with the provisions of Section 67.5060, RSMo, as the same may be amended from time-to-time.

4. **Progressive Design-Build** - An alternative project delivery method in which a Design-Builder selected pursuant to a single-phase qualifications-based process is responsible for furnishing design and construction services through a series of project delivery phases which may include, without limitation, preliminary design, final design, and construction.

Except to the extent prohibited by applicable state law or the terms of any applicable grant, Port KC may elect to utilize Progressive Design-Build where:

- a. The construction activities are highly specialized, and a Progressive Design-Build approach is critical in developing the construction methodology;
- b. The project is of a nature as to provide opportunity for greater innovation or efficiencies between the designer and the builder through the use of Progressive Design-Build; or
- c. Significant savings in project delivery time are reasonably expected to be realized through the use of Progressive Design-Build.

Required Solicitation: At least one week prior to solicitation Port KC shall publicly disclose at a regular Board meeting its intent to utilize Progressive Design-Build via a Resolution approved by the Board.

Port KC shall determine the scope and level of detail required to permit interested Design-Builders to submit their qualifications in accordance with Port KC's requirements given the nature of the Progressive Design-Build project and shall prepare and issue a Request for Qualifications in order to select a Design-Builder to execute the project. The Request for Qualifications shall include, but is not limited to, the following elements:

1. Documentation of the size, type, and desired design character of the project and any other information deemed necessary to adequately identify Port KC's needs, including the expected cost range, the methodology that will be used to evaluate the Design-Builder's qualifications, the procedure for final selection, and any other information deemed necessary by Port KC to inform interested parties of the contracting opportunity;
2. The factors that Port KC will consider in evaluating qualifications, including technical design and construction expertise, and all other nonprice-related factors; and
3. The relative importance or the weight assigned to each of the factors identified in the Request for Qualifications.

The Request for Qualifications shall include the following elements, in addition to any others which Port KC may elect to require:

- a. Identification of those persons or firms known at the time of the statement of qualification submission who will perform work on the project;
- b. Evidence that the Design-Builder has completed, or has demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, or complexity, and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the project;
- c. A financial statement that ensures that the Design-Builder has the capacity to complete the project;
- d. The licenses, registration, and credentials required to design and construct the project, including, but not limited to, information on the revocation or suspension of any license, credential, or registration;
- e. Evidence that establishes that the Design-Builder has the capacity to obtain all required payment and performance bonding and insurance; and
- f. If the proposed design-build entity is a corporation, limited liability company, partnership, joint venture, or other legal entity, a copy of the organizational documents or agreement committing to form the organization.

Under no circumstances shall price or fees be considered as part of the evaluation criteria in ranking or selecting a Design-Builder. Port KC shall evaluate the qualifications of all Design-Builders solely in accordance with the criteria prescribed in the Request for Qualifications. A short list containing a minimum of two and maximum of five qualified Design-Builders determined to have the best and most relevant qualifications to perform the services required of the project may proceed further in the selection process; provided, however, if Port KC receives responsive qualifications from less than four Design-Builders, all Design-Builders shall remain eligible until such time as a Contract has been executed.

In the event Port KC determines it is in its best interest to proceed with Progressive Design-Build, Port KC shall enter into negotiations with the top ranked Design-Builder. If Port KC is unable to negotiate a satisfactory Contract, negotiations with that Design-Builder shall be terminated. Port KC shall then undertake negotiations with the firm that received the next highest number of points, and continuing in the same manner thereafter, until such time as a mutually agreeable Contract has been negotiated or Port KC elects to terminate the procurement.

## VI. WORKFORCE PROTECTIONS

Various provisions of state law require that certain protective measures be implemented, depending on the nature of Goods and Services being procured and their dollar value. Port KC shall require the following as material terms of any Contract, as applicable:

A. Bonds (*Applicable only to Construction Contracts in excess of \$50,000.00*)

1. Payment Bond

The Contractor shall obtain and deliver to Port KC a payment bond naming Port KC as obligee, which payment bond shall be in an amount not less than the total Contract amount. The payment bond shall be secured and delivered to Port KC prior to execution of the Contract, or such sooner time as Port KC may elect to require as a term of the procurement.

2. Performance Bond

Port KC does not routinely require that a Contractor obtain and deliver a performance bond, but reserves the right to do so in its sole discretion or when required as a term of any federal, state and/or local funding source.

3. Bid Bond

Port KC does not routinely require that a Contractor obtain and deliver a bid bond, but reserves the right to do so in its sole discretion or when required as a term of any federal, state and/or local funding source.

B. Prompt Pay (*Applicable only to Construction Contracts of any value*)

The Contractor shall pay to its subcontractors and material suppliers, within fifteen (15) days after each payment from Port KC (or such shorter time as their respective contract(s) might provide for), those sums due the same under the terms of their respective contract(s), except that any retention shall not exceed five percent (5%). In the event that a payment is not timely made by the Contractor, in whole or in part, on the grounds that the work, or any portion thereof, was not deemed suitable for payment, the Contractor shall provide the subcontractors and material suppliers with a written explanation for the withholding or deductions. If the Contractor shall fail to make a payment in full within the time allotted herein, without reasonable cause, the Contractor shall pay its subcontractors and material suppliers, in addition to any payment due them, interest in the amount of not less than one and one-half percent per month (or such greater interest as their respective contract(s) might provide for), calculated from the date payment was due.

C. OSHA 10-Hour (*Applicable only to Construction Contracts of any value*)

The Contractor shall provide a ten-hour Occupational Safety and Health Administration



(OSHA) construction safety program for their On-Site Employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the State of Missouri's Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, unless such On-Site Employees have previously completed the required program. All On-Site Employees who have not previously completed the program are required to complete the program within sixty (60) days of beginning work on the project. Any On-Site Employee found on a work site subject to this paragraph without documentation of the successful completion of the required course shall be afforded twenty (20) days to produce such documentation and the Contractor shall cause those failing to do so to be removed from the work site until such time as they shall be in compliance.

The failure to comply with the requirements of this paragraph C may subject the Contractor to the payment of statutory penalties to Port KC. The Contractor shall incur a statutory penalty of two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each On-Site Employee employed by the Contractor, for each calendar day, or portion thereof, such employee is employed without the required training within the time limits allotted herein. In the event that Port KC shall become entitled to statutory penalties, Port KC shall be entitled to collect the same in any manner authorized by the provisions of the Contract. Any statutory penalties shall be imposed and collected, if due, consistent with the procedures established by Section 292.675, RSMo.

The Contractor shall contractually require its subcontractors of every tier to adhere to the requirements of this paragraph C in every regard.

For purposes of this paragraph C, the following definitions shall be applicable:

"Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the project. In addition, employees working at a nearby or adjacent facility used by the Contractor or its subcontractors for construction of the project shall be deemed on-site employees. Individuals engaged solely in the transportation of materials, fuel, or equipment to the site of the project shall not be deemed to be directly engaged in construction.

"On-site employee", laborers, workmen, drivers, equipment operators, and craftsmen employed by the Contractor or its subcontractors to be directly engaged in construction at the site of the project.

D. E-Verify (*Applicable to any Contract in excess of \$5,000.00*)

The Contractor shall not employ any person on the project who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3). The Contractor shall execute an "Employee Eligibility Verification Affidavit" and shall attach thereto documentation sufficient to establish the Contractor's enrollment and participation in an electronic verification of work program

operated by the United States Department of Homeland Security (E- Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. For those Contractors enrolled in E-Verify, the first and last pages of the E- Verify Memorandum of Understanding that the Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this paragraph D. The required documentation shall be secured and delivered to Port KC prior to execution of the Contract, or such sooner time as Port KC may elect to require as a term of the procurement.

The Contractor shall contractually require its subcontractors of every tier to adhere to the requirements of this paragraph D in every regard.

E. Prevailing Wage (*Applicable only to Construction Contracts, excluding painting and decorating or repair, in excess of \$75,000.00*)

The “Prevailing Wage Requirements” shall collectively refer to the following:

1. Sections 290.210 to 290.340, RSMo, the State of Missouri Prevailing Wage Law (“Law”); and
2. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (“Rules”); and
3. The applicable Annual Wage Order (“Wage Order”) issued by the State of Missouri’s Department of Labor and Industrial Relations for the county in which the work is performed; and
4. Any applicable Annual Incremental Wage Increase (“Wage Increase”) to the Wage Order.

In accordance with the provisions of the Prevailing Wage Requirements, the Contractor will pay or cause to be paid the applicable prevailing hourly rate of wages to all workers entitled to the same. If and to the extent the Prevailing Wage Requirements are applicable, the Contractor will take whatever lawful steps are necessary to ensure that prevailing hourly rate of wages are paid by the Contractor and all subcontractors thereunder, of every tier, according to the type of work being performed.

In order to monitor the payment of the prevailing hourly rate of wages, the Contractor shall do the following:

- i. Post and require all subcontractors to post and keep posted a clearly legible statement of all prevailing hourly rate of wages to be paid to the workers in a prominent and easily accessible place at the location of the work; and

- ii. Complete and require all subcontractors to complete Port KC's "Daily Labor Force Report" for each calendar day that work is being performed, and remit the same not less than weekly; and
- iii. Complete and require all subcontractors to complete Port KC's "Certified Payroll Report" for each calendar week that work is being performed, and remit the same not more than two weeks after the close of the applicable payroll reporting period; and
- iv. Complete weekly interviews with randomly selected workers to identify any potential compliance issues; and
- v. Review every Daily Labor Force Report in conjunction with the applicable Certified Payroll Report and identify any errors, omissions, or entries inconsistent with the Prevailing Wage Requirements; and
- vi. Correct and require all subcontractors to correct any errors, omissions or entries inconsistent with the Prevailing Wage Requirements that are identified during such review of the same, and to remit to the affected workers any additional sums determined to be due as a result of such corrections; and
- vii. Remit to Port KC, once per month, the Certified Payroll Reports as corrected, if applicable. (The corresponding Daily Labor Force Reports shall **not** be submitted to Port KC but shall be retained as otherwise provided for herein, and are subject to review by Port KC and its authorized agents upon their request); and
- viii. File with Port KC, not more than thirty (30) days following the completion of the work, the "Affidavit of Compliance With Prevailing Wage Requirements" for the purpose of certifying their compliance with the Prevailing Wage Requirements.

All records submitted with respect to the Prevailing Wage Requirements or otherwise herein required shall be retained by the Contractor for not less than three (3) full year following the date upon which Contractor submits to Port KC the "final" Certified Payroll Reports, and shall be made available for review by Port KC and its authorized agents upon request. Port KC shall have the absolute right to audit the Contractor's compliance with the provisions of this document and to examine, in whole or in part, any records which the Contractor is required to obtain and retain, and to interview any workmen in connection therewith. The Contractor shall grant Port KC or its authorized representative access to such records and workmen, if applicable, during business hours, and shall make such records and workmen available at the location of the work or such other location in reasonable proximity thereto as Port KC may identify.

The Contractor is solely responsible for ensuring that its subcontractors comply with the provision of the Prevailing Wage Requirements and shall be the sole point of contact for

Port KC with respect such matters. The Contractor shall not instruct its subcontractors to submit any documentation directly to Port KC unless Port KC and the Contractor shall have mutually agreed otherwise in writing. Any documentation not otherwise submitted through the Contractor may be rejected by Port KC in its sole discretion, in which case the Contractor shall resubmit such materials.

If any allegations or inquiries are made with respect to any potential violations of the Prevailing Wage Requirements, or if the Contractor's review of the Daily Labor Force Reports and Certified Payroll Reports indicates a violation, the Contractor must notify Port KC in writing within five (5) days of learning of such allegation, inquiry or violation. The Contractor must follow up with the relevant contractor(s) and subcontractors thereunder until all allegations, inquiries or violations are satisfactorily resolved and disclose the resolution to Port KC, in writing, within five (5) days following the resolution of all such allegations, inquiries or violations.

If any violations of the Prevailing Wage Requirements are not resolved to the satisfaction of Port KC, Port KC may identify, by written notice to the Contractor, the workers claiming to have been underpaid, the days they claim to have been underpaid, and the amounts they claim to have been underpaid. The Contractor will have ten (10) days following receipt of such notice, or such longer time as Port KC may authorize in writing, to respond to the notice. The Contractor will be given reasonable notice and an opportunity to be heard on the matter. Based on the information in the notice, the Contractor's response, and such additional information as Port KC determines relevant, Port KC will render a written decision as to the amount, if any, of additional wages Port KC concludes is owed. Within ten (10) days following the Contractor's receipt of such Port KC determination, the Contractor shall either (i) promptly pay or cause to be paid any such wages that Port KC determines are owed, or (ii) notify Port KC in writing that it disputes Port KC's determination. In the event the Contractor elects (ii) above or fails to respond within the allotted time, the matter shall be referred to the State of Missouri's Department of Labor and Industrial Relations for further enforcement action. Notwithstanding the foregoing, nothing herein shall be construed as precluding the Contractor from any additional civil and criminal liability imposed by the Prevailing Wage Requirements.

The failure to comply with the Prevailing Wage Requirements may subject the Contractor to the payment of statutory penalties to Port KC. The Contractor shall incur a statutory penalty of one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rate of wages for any work done on behalf of the Contractor and all subcontractors thereunder. Any statutory penalties shall be imposed and collected, if due, consistent with the procedures established by the Prevailing Wage Requirements.

## **VII. AFFIRMATIVE ACTION**

Port KC has adopted Minority/Women Business Enterprise and Construction Workforce programs to implement the Port KC's policy of supporting the fullest possible participation of firms owned

and controlled by minorities and women, and the utilization of minority and women workforces in the performance of Contracts. The applicability of these programs is dependent on the nature of Goods and Services being procured and their dollar value. Port KC shall require the following as material terms of any Contract, as applicable:

A. **Minority/Womens' Business (M/WBE) Enterprise** (*Applicable to any Contract in excess of \$300,000.00*)

Contracts shall be subject to the following M/WBE goals unless otherwise waived, in whole or in part, pursuant to this policy:

**MBE - 14.7%**

**WBE - 14.4%**

The goals are expressed as a percentage of the total compensation to be paid to the Contractor. Although it is not a requirement that the Contractor meet or exceed the goals, the Contractor is required to objectively demonstrate to Port KC that good faith efforts have been made.

1. Definitions:

**Commercially Useful Function:** Real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. Determination that an M/WBE performs a commercially useful function will be made based on the following considerations:

- a. An MBE or WBE performs a commercially useful function when it is responsible for execution of the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining the quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an MBE or WBE is performing a commercially useful function, one must evaluate the following:
  1. The amount of work subcontracted;
  2. Industry practices;
  3. Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing;
  4. Whether the MBE or WBE has the skill and expertise to perform work for which it is being utilized;

5. The credit claimed for its performance of the work; and
  6. Other relevant factors.
- b. An MBE or WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether an MBE or WBE is such an extra participant, one must examine similar transactions, particularly those in which MBEs or WBEs do not participate.
  - c. An MBE or WBE firm is not performing a commercially useful function if the MBE or WBE subcontracts a greater portion of the work on a contract or purchases a greater amount of material than would be expected on the basis of normal industry practice for the type of work involved.
  - d. Whether the MBE or WBE is participating in the contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward utilization requirements for MBEs and WBEs.
  - e. Whether the MBE or WBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the contract.

There shall be a rebuttable presumption that, when the MBE or WBE subcontracts a greater portion of the contract work than normal industry practice, the MBE or WBE is not performing a commercially useful function.

Disadvantaged Business Enterprise (DBE): A business concern that meets the federal requirements for certification as a DBE.

Good Faith Waiver: A waiver that is granted by Port KC based upon a showing by the Contractor that despite undertaking in good faith the actions outlined in this Policy, the Contractor may be unable to achieve the M/WBE Goal.

Minority: A person who is a citizen or lawful permanent resident of the United States and who is:

- a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person;

- b. Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person;
- c. Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or
- d. Native American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

Minority Business Enterprise (MBE): A for-profit small business concern that:

- a. Is at least 51 percent owned, managed, and independently controlled by one or more minorities;
- b. Performs a commercially useful function; and
- c. Has been certified by the City of Kansas City, Missouri's Civil Rights & Equal Opportunity Department, another state or a political subdivision thereof, or by a reputable chamber or organization whose mission includes the promotion of minority owned business interests, as provided by this policy.

Woman: A person who is a citizen or lawful permanent resident of the United States and who is a female.

Women's business enterprise (WBE): A for-profit small business concern that:

- a. Is at least 51 percent owned, managed, and independently controlled by one or more women;
- b. Performs a commercially useful function; and
- c. Has been certified by the City of Kansas City, Missouri's Civil Rights & Equal Opportunity Department, another state or a political subdivision thereof, or by a reputable chamber or organization whose

mission includes the promotion of minority owned business interests, as provided by this policy.

2. Selection of M/WBEs:

The selection of M/WBEs working on the project shall be made by the Contractor, but shall be drawn from the following sources only:

- i. Those M/WBE entities listed in the Certified Directory maintained by the City of Kansas City, Missouri's Civil Rights & Equal Opportunity Department;
- ii. Those M/WBE entities listed in the Certified M/WBE Vendors Directory maintained by the Missouri Office of Equal Opportunity;
- iii. Those M/WBE entities certified as such by another state or a political subdivision thereof; and/or
- iv. Those M/WBEs (or their substantive equivalent) as so certified by any reputable chamber or organization whose mission includes the promotion of minority and women owned business interests.

In the event that M/WBE entities cannot be obtained in an amount sufficient to achieve the M/WBE goals, entities certified as DBEs may be credited towards the M/WBE goals if drawn from the following sources:

- v. Those DBE entities listed in the Certified Directory maintained by the City of Kansas City, Missouri's Civil Rights & Equal Opportunity Department;
- vi. Those DBE entities listed in the Missouri Regional Certification DBE Directory maintained by the Missouri Department of Transportation; and/or
- vii. Those DBE entities certified as such by another State or a political subdivision thereof.

Any DBE so utilized shall be classified for purposes of M/WBE credit as an MBE or WBE consistent with the status of the person or persons having managerial control of the DBE.

Port KC strongly encourages Contractors to utilize M/WBE firms certified as such by the City of Kansas City, Missouri's Civil Rights & Equal Opportunity Department (subparagraph i above) or the Missouri Office of Equal Opportunity (subparagraph ii above) before drawing from any other



source. Those firms listed on such directories will be accepted by Port KC without further inquiry. Port KC reserves the right to require that Contractors reasonably establish the basis for its determination that any other entity selected from any other source should be regarded as an M/WBE for purposes of this policy.

3. Required Submission Prior to Contract Award:

Contractors will submit a proposed Contractor Utilization Plan/Request for Waiver prior to the execution of any Contract. An automatic request for waiver shall be considered by Port KC if the proposed participation is less than the established M/WBE goals, and the Contractor has made a Good Faith Effort to obtain M/WBE participation but was unable to achieve the M/WBE goals.

4. Required Monthly Submissions:

Contractors must electronically submit the following document to [compliance@portkc.com](mailto:compliance@portkc.com) by the last calendar day of each calendar month until such time as the construction of the project has been fully completed.

**M/WBE Monthly Utilization Report:** This form identifies the M/WBEs utilized and the amounts paid to each throughout the construction of the project.

5. M/WBE Participation Credit:

The following shall be credited towards achieving the M/WBE goals:

- a. One hundred percent (100%) of the dollar amount paid to the Contractor or a subcontractor that is a qualified M/WBE, except as otherwise expressly provided for herein.
- b. Sixty percent (60%) of the total dollar amount paid to obtain supplies or goods from a supplier who is a qualified M/WBE.
- c. Ten percent (10%) of the total dollar amount paid to obtain supplies or goods from a supply broker who is a qualified M/WBE.
- d. One hundred percent (100%) of the total dollar amount paid to a manufacturer of construction supplies who is a qualified M/WBE.

**NO CREDIT**, however, will be given for the following:

- a. The dollar amount paid to an M/WBE that does not perform a Commercially Useful Function; and
- b. The dollar amount that a M/WBE subcontracts to any contractor not a qualified M/WBE; and

- c. Materials and supplies used on the project unless the M/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
- d. Work performed by an M/WBE in a scope of work other than that in which the M/WBE is certified.

6. Methods for Securing Participation of M/WBEs and Good Faith Efforts:

In the event the Contractor does not meet M/WBE goals, the efforts taken by the Contractor will be evaluated to determine whether Good Faith Efforts were made to secure participation. Good Faith Efforts are efforts that, given all relevant circumstances, the Contractor actively and aggressively demonstrates in attempting to meet the M/WBE goals.

In evaluating Good Faith Efforts, Port KC will consider whether the Contractor has performed, or caused to be performed, the following, along with any other relevant factors:

- a. Advertisement. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, or publications of minority and women's business organizations at least fifteen (15) calendar days prior to any Bid or Proposal due date.
- b. Notice. Provided notice to minority and women' s business organizations of specific opportunities to participate in the project at least fifteen (15) calendar days prior to any Bid or Proposal due date.
- c. Direct Contact.
  - i. Sent written notices, by certified mail, e-mail or facsimile, to not less than eighty percent (80%) of the M/WBE' s listed in the Certified Directory maintained by the City of Kansas City, Missouri' s Civil Rights & Equal Opportunity Department at least fifteen (15) calendar days prior to any bid or proposal due date.
  - ii. Attempted to identify portions of the work for qualified M/WBE participation in order to increase the likelihood of meeting the goals, including breaking down the scope(s) of work into economically feasible units where reasonably practical.

- d. Contact with Port KC. Requested assistance in achieving the M/WBE goals from the President and acted on the President's recommendations, if any.
- e. Conference. Conferred with qualified M/WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
- f. Negotiations. Attempted to negotiate in good faith with qualified M/WBEs to perform specific scopes of the project, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities.

Written notices and advertisements to be provided pursuant to (a)-(c) above shall include the following information:

- The bid or proposal due date;
- The name of the project;
- The address or general location of the project;
- The location of plans and specifications for viewing;
- Contact information for the Contractor;
- A general description of the scopes of work that are the subject of the solicitation;
- The date and time of any pre-bid meeting(s), if any, which have been scheduled; and
- Any other information deemed relevant by the Contractor.

7. Access to Documents and Records:

The Contractor will permit Port KC's duly authorized agents or employees access at all reasonable times to the applicable books and business records of the Contractor as may be necessary for the limited purposes of ascertaining compliance with these requirements. The Contractor will require its subcontractors to likewise make its applicable books and records available to the same extent as is applicable to the Contractor.

8. Remedies; Liquidated Damages:

If the Contractor fails to achieve the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver approved by Port KC, Port KC will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, thirty percent (30%) of the monetary difference between the amount of the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver and the amount actually paid to

qualified MBEs and WBEs for performing a commercially useful function will be due from the Contractor as liquidated damages. In the event that Port KC is entitled to liquidated damages, Port KC shall be entitled to collect the same in any manner authorized by the provisions of the Contract.

Liquidated damages are separately calculated, e.g., excess MBE participation will not offset any shortfall in WBE participation, and vice versa.

In the event the Contractor fails to submit its M/WBE Monthly Utilization Reports as required by this policy for one or more given months, Port KC shall be entitled to assume that there were no amounts paid to qualified MBEs and WBEs during said months. In the event Developer has failed without good cause to submit the Affidavit(s) of Final Payment as required by this policy for one or more M/WBEs listed on an M/WBE Monthly Utilization Reports, Port KC shall be entitled to assume that there were no amounts paid to such MBEs and WBEs.

Liquidated damages will not be imposed when, for reasons beyond the control of the Contractor, the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver are not met and the Contractor otherwise establishes its Good Faith Efforts.

B. **Construction Workforce** (*Applicable only to Construction Contracts in excess of \$300,000.00 and requiring more than 800 Construction Labor Hours to complete*)

Contracts shall be subject to the following goals, unless otherwise waived, in whole or in part, pursuant to this policy:

Minorities - 10%

Women - 2%

The goals are expressed as a percentage of the total Construction Labor Hours performed by minorities and women. Although it is not a requirement that the Contractor meet or exceed the goals, the Contractor is required to objectively demonstrate to Port KC that good faith efforts have been made. This policy shall not be construed as requiring or encouraging that employment decisions be made, or that the terms and conditions of employment otherwise be altered, based upon race or gender.

1. **Definitions:**

**Construction Labor Hour:** A sixty-minute period of time devoted by a worker in constructing, reconstructing, improving, enlarging or altering any permanent building or structure.

**Good Faith Waiver:** A waiver that is granted by Port KC based upon a showing by the Contractor that despite undertaking in good faith the actions outlined in this policy, the Contractor was unable to achieve

the goals.

Minority: A person who is a citizen or lawful permanent resident of the United States and who is:

- a. African American, a person whose origins are in any of the black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person;
- b. Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person;
- c. Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or
- d. Native American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

Woman: A person who is a citizen or lawful permanent resident of the United States and who is a female.

## 2. Required Monthly Submissions:

Contractors must electronically submit the following document to [compliance@portkc.com](mailto:compliance@portkc.com) by the last calendar day of each calendar month until such time as the construction of the project has been fully completed.

**Project Workforce Monthly Utilization Report:** Two copies of this report must be submitted to the Port KC each month. The first copy will be utilized to report Contractor's workforce compliance data with regard to the project. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Contractor on the

project.

3. Methods for Securing Participation and Good Faith Efforts:

The Contractor is required to make good faith efforts to achieve the goals. If Contractor will be unable to secure enough minority and female participation to meet or exceed the goals, the Contractor must, within a reasonable time after so learning, request a waiver or modification of the goals by Port KC. Port KC will examine the request and the documentation of good faith efforts and grant or deny a Good Faith Waiver, in whole or in part. Port KC will grant a waiver only if the Contractor shows a good faith effort has been made to secure minority and female participation in the construction of the project.

In evaluating good faith efforts, Port KC will consider whether Contractor has performed, or caused to be performed, the following, along with any other relevant factors:

- a. For those Contractors that are not signatory to a collective bargaining agreement with organized labor:
  1. Requested in writing the assistance of Port KC with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon Port KC's recommendations;
  2. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised;
  3. Maintained copies of each advertisement and a log identifying the publication and date of publication;
  4. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organizations, schools with a significant minority student population, and training organizations serving the recruitment area;
  5. Established and maintained a current list of residents, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto;
  6. Maintained a current file for the time period of the project

with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason there fore;

7. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
  8. Required by written contract that Contractor's subcontractors comply with the above efforts.
- b. For those Contractors that are signatory to collective bargaining agreements with organized labor:
1. Requested in writing from each labor union representing crafts to be employed in the construction of the project that: (i) the labor union make efforts to promote the utilization of residents of the city, minorities and women in the workforce; and (ii) the labor union identifies any residents of the city, minorities and women in its membership eligible for employment;
  2. Collaborated with labor unions in promoting mentoring programs for journeypersons intended to assist minorities and women in increasing retention with the goal of achieving sufficient annual hours to qualify for applicable benefits;
  3. Maintained a current file with the name, address, and telephone number of each resident, minority and woman worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason(s) therefore; and
  4. Required by written contract that that Contractor's subcontractors comply with the above efforts.

To the extent that the good-faith effort requirements set forth in this section are in conflict with the procedures implemented pursuant to a competitive bargaining agreement, such other procedures, as may be approved by Port KC in writing, may be substituted in order to accomplish the purpose and intent of this section.

4. Access to Documents and Records:

The Contractor shall permit Port KC's duly authorized agents or employees access at all reasonable times to the applicable books and business records of the Contractor as may be necessary for the limited purposes of ascertaining compliance with the requirements of this policy. The Contractor shall require its subcontractors to likewise make its applicable books and records available to the same extent as is applicable to

Contractor.

5. Remedies; Liquidated Damages:

The Contractor shall be liable for compliance with the Construction Workforce Program. If the Contractor fails to achieve the goals and the same have not otherwise been waived or modified, Port KC will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, Port KC shall be entitled to collect the sum of three thousand dollars (\$3,000) for each calendar year during which construction on the project shall have occurred. In the event that Port KC is entitled to liquidated damages, Port KC shall be entitled to collect the same in any manner authorized by the provisions of the Contract.

Liquidated damages will not be imposed when, for reasons beyond the control of the Contractor, the goals are not met and the Contractor otherwise establishes Good Faith Efforts.



## APPENDIX

The following definitions apply to this Procurement and Contracting Policy, except to the extent a term is specifically defined in another Section or the context clearly suggests an alternative meaning:

Bid: Any offer submitted to Port KC in response to a Request for Bids.

Bidder: A Person submitting a Bid in response to a Request for Bids.

Board: The Board of Commissioners for Port KC.

Civil Works Project: Roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water distribution and wastewater conveyance facilities, airport runways and taxiways, storm drainage and flood control projects, and/or or transit projects commonly designed by professional engineers

Construction Contract: A Contract that provides for the erection, construction, reconstruction, demolition, alteration, painting and decorating, or repair or improvement of any building, road, street, utility or other public facility owned by Port KC.

Contract: Any agreement for Goods and Services and to which Port KC is a party.

Contractor: Any Person who enters into a Contract.

Design-Builder: A Contractor providing design services and general contracting services in which services within the scope of the practice of professional architecture or engineering are performed respectively by a licensed architect or licensed engineer and in which services within the scope of general contracting are performed by a general contractor or other legal entity that furnishes architecture or engineering services and construction services either directly or through subcontractors or joint ventures.

Design Professional Services: Architectural services as defined in Section 327.091, RSMo, engineering services as defined in Section 327.181, RSMo, and/or land surveying services as defined in Section 327.272, RSMo.

Emergency: A threat to human life or substantial threat to property, public health or public safety or when immediate expenditure is necessary in order to protect against severe loss of or damage to property, or to prevent or minimize a serious disruption in services.

Goods and Services: Any equipment, supplies, materials and/or work provided or performed by a Contractor pursuant to Contract.

Lowest Most Qualified Bidder: The Bidder whose Bid amount, when factored alongside factors such as ability to perform, timeliness, character and reputation, quality of past performance, compliance with applicable laws, quality and availability, ability to provide future maintenance and services where applicable, and compliance with the Request for Bids specifications is ranked best. The Person submitting the lowest Bid by dollar value may not be the lowest most qualified bidder.

Lowest Most Qualified Proposer: The Proposer whose Proposal amount, when factored alongside factors such as ability to perform, timeliness, character and reputation, quality of past performance, compliance with applicable laws, quality and availability, ability to provide future maintenance and services where applicable, and compliance with the Request for Proposals specifications is ranked best. The Person submitting the lowest Proposal by dollar value may not be the lowest most qualified proposer.

Noncivil Works Project: Buildings, site improvements, and other structures, habitable or not, commonly designed by architects.

Person: One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, limited liability companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other entities or organizations; except "Person" does not include any local, state or federal governmental entity.

President: The President of Port KC.

Proposal: Any offer submitted to Port KC in response to a Request for Proposals.

Proposer: A Person submitting a Proposal in response to a Request for Proposals.

Request for Bids: An invitation to submit a Bid.

Request for Proposals: An invitation to submit a Proposal.

Request for Qualifications: An invitation to submit a Statement of Qualifications.

Statement of Qualifications: A submittal evidencing a Person's qualifications to provide certain Goods and Services submitted to Port KC in response to a Requests for Qualifications.