



# Operations Committee

## Open Meeting

Friday, January 28, 2022 at 8:30 AM

Virtual Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102



## Operations Committee - January 28, 2022 - Open Meeting

### Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Windmiller M. Bennett
2. Roll Call		
3. Public Comment	Information	Chair Windmiller Chair Windmiller
4. Approval of Minutes of the October 15, 2021 Operations Committee, Open Meeting	Approval	
A. Draft Minutes 10-15-2021 Operations Committee, Open Session - 4		
5. Agreement between Missouri Department of Health & Senior Services and Bi-State Development	Approval	T. Roach
A. Briefing Paper - 11		
B. MDHSS Agreement - Jan 2022 - 13		
6. Sole Source Contract Authorization for Professional Engineering Services, Phase 2 – Engineering and Design Support Services – Rehabilitation of the MetroLink Cross County Extension Tunnels and Stations	Approval	C. Poehler
A. Briefing Paper - 43		
7. Contract Modification: Contract with WSP USA, Inc. – MetroLink Station Enhancements	Approval	C. Poehler
A. Briefing Paper - 45		
8. Skinker Bridge Rehabilitation Project – Contract Time Extension	Approval	C. Poehler
A. Briefing Paper - 47		
9. East Riverfront Stair Replacement Project – Contract Time Extension	Approval	C. Poehler
A. Briefing Paper - 49		
10. Sole Source Contract Authorization – Replacement of MetroLink SCADA System	Approval	T. Curran
A. Briefing Paper - 50		
11. Contract Award Bus and Van Inspection Services	Approval	T. Curran
A. Briefing Paper - 53		
12. Contract Award - 21-RFP-192977-TJ - Heavy Duty Transit Buses	Approval	T. Curran
A. Briefing Paper - 55		
13. Letter of Agreement Between Bi-State Development and The Jerry Costello Group, LLC for Consulting Services for the St. Louis Regional Freightway and Bi-State Development	Approval	M. Lamie
A. Briefing Paper - 57		

B. Letter of Agreement - The Jerry Costello Group - 2022 - 59

14. Unscheduled Business	Information	Chair Windmiller
15. Operations Report	Information	T. Roach
A. Operations Report - 61		
16. President/CEO Report	Information	T. Roach
17. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
18. Adjournment to Executive Session If such action is approved by a majority vote, the Committee may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1).	Approval	Chair Windmiller
19. Reconvene to the Open Meeting	Approval	Chair Windmiller
20. Adjournment	Approval	Chair Windmiller

**BI-STATE DEVELOPMENT  
OPERATIONS COMMITTEE MEETING  
OPEN SESSION MINUTES  
(Virtual Meeting)  
October 15, 2021  
Immediately following the  
Audit, Finance & Administration Committee Meeting**

**Operations Committee Members participating via Zoom**

Rose Windmiller, Chair  
Derrick Cox  
Vernal Brown  
Terry Beach  
Irma Golliday – Absent

**Other Commissioners participating via Zoom**

Herbert Simmons  
Fred Pestello  
Nate Johnson  
Sam Gladney  
Justin Zimmerman – Absent

**Staff participating via Zoom**

Taulby Roach, President and Chief Executive Officer  
Brenda Deertz, Director of Executive Services  
Myra Bennett, Manager of Board Administration  
Thomas Curran, Executive Vice President – Administration  
Jessica Mefford-Miller, Executive Director Metro Transit  
John Langa, Vice President Economic Development  
Chris Poehler, Assistant Executive Director Engineering Systems

**Others participating via Zoom**

Lisa Stump, Lashly & Baer  
Amy Athy, ASL Interpreter  
Loretto Freeman, ASL Interpreter

- 1. Open Session Call to Order**  
**8:50 a.m.** Chair Windmiller called the Open Session of the Operations Committee Meeting to order at 8:50 a.m.
- 2. Roll Call**  
**8:50 a.m.** Roll call was taken, as noted above.
- 3. Public Comment**

**8:50 a.m.** Myra Bennett, Manager of Board Administration, noted that no public comment cards had been received for the meeting.

**4. Minutes of the August 12, 2021 Operations Committee, Open Meeting**

**8:51 a.m.** The minutes of the August 12, 2021, Operations Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes, as presented, was made by Commissioner Cox, and the motion was seconded by Commissioner Gladney. **The motion passed unanimously.**

**5. Parkway Interlocking / Richmond Heights Turnout Design Contract Extension**

**8:51 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to approve a contract modification, to extend the period of performance for an existing contract, for design and construction phase services for the Parkway Interlocking/Richmond Heights Turnout, with STV Inc., d/b/a STV Engineers, Inc. Chris Poehler, Assistant Executive Director Engineering Systems, gave an overview of this item noting that Bi-State Development/Metro has determined that the construction of an additional crossover and turnout is necessary to achieve reliable levels of service during the future rehabilitation of Skinker Tunnel and Big Bend Tunnel. The additional crossover will be added to the existing single crossover, located west of the Forest Park – DeBaliviere Passenger Station. The new Richmond Heights Turnout will be located adjacent to the existing Richmond Heights Passenger Station. It was noted that on November 22, 2019, the Bi-State Development Board of Commissioners authorized the President and CEO (Resolution #1010) to enter into Contract 20-RFP-106367-DR, Parkway Interlocking/Richmond Heights Turnout Design, with STV Inc., d/b/a STV Engineers, Inc., to provide design and construction phase services for the aforementioned capital projects. Mr. Poehler stated that the design phase is complete; however, he is requesting a time extension for the construction phase of the project, from April 30, 2021 to December 31, 2022. He noted that the contract cost will not change.

A motion to accept this item and recommend it to the Board of Commissioners for approval, as presented, was made by Commissioner Beach and seconded by Commissioner Brown. **The motion passed unanimously.**

**6. Contract Modification: MetroLink Structures Inspection Program**

**8:53 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to approve a contract modification with Juneau Associates, Inc. P.C., for MetroLink Structure Inspection Program engineering services, to provide for a 90-day time extension, to extend the contract from March 20, 2023, to June 19, 2023, and to add additional funds of \$622,614.00, for a total, not-to-exceed contract amount of \$5,070,542.72. Tom Curran, Executive Vice President Administration, gave an overview of this item. Chair Windmiller asked if the Agency will be going out for bid for this service, when the contract expires in June 2023. Jessica Mefford-Miller stated that the Agency would be going out for bid for these services at that time.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Cox and seconded by Commissioner Johnson. **The motion passed unanimously.**

**7. Contract Modification: Time Extension and Contract Amount Increase - On-Call General Engineering Consulting (GEC) Communications Systems Engineering Services**

**8:56 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to approve a contract modification to HNTB Architects Engineers and Planners, for the continuation of Contract 16-RFP-102385-DW/MD - On-Call GEC Communications Systems Engineering Services, to increase the total not-to exceed amount of the contract to \$760,605.39, and also provide for a time extension for the contract period, until April 30, 2022. Tom Curran, Executive Vice President Administration, gave an overview of this item, noting that HNTB was selected in 2016, through an RFP process, to provide Communications Systems Engineering Services for the Agency. He noted that this firm has completed six previous task orders; however, additional time and funding is needed to complete task order #7. He noted that funding for the proposed SCADA system work is necessary for HNTB to perform market research for a system-wide upgrade, which will include additional SCADA points for the Mid-America Airport light rail extension and also provide the underlying system for future access control needs.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Brown and seconded by Commissioner Beach. **The motion passed unanimously.**

**8. Contract Award – North County Transit Center & Civic Center Transit Center Cleaning Service**

**8:59 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a 5-year contract, with funds to be committed annually, for cleaning of Metro’s North County Transit Center & Civic Center Transit Center Facilities with Innex Service Company, in the not-to-exceed amount of \$2,608,637.00. Tom Curran, Executive Vice President Administration, gave an overview of this item. He noted that an RFP was issued on July 3, 2021 regarding this item, and four responses were received. He stated that upon review and evaluation of the proposals, a consensus meeting was held, and Innex was deemed the highest ranking firm.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Cox and seconded by Commissioner Johnson. **The motion passed unanimously.**

**9. St. Louis Downtown Airport Surplus Property, 4320 Vector**

**9:01a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, the report reaffirming and declaring that the 4,099 square feet 4320 Vector lot with portable hangar (4320 Vector) portion of the property known at the St. Louis Downtown Airport (Airport) by locator number 01-36.0-300-032, is not useful for BSD aeronautical or revenue purposes in its present condition; and, that the property be declared surplus and conveyed to a successful offeror

selected through a competitive process, related to the creation of a new hangar. John Langa, Vice President, Economic Development, gave an overview of this item. As noted in the briefing paper, the Airport owns 4320 Vector, a 4,099 square feet lot with a 1,060 square feet dilapidated portable hangar the Airport believes no longer in a condition that it can be leased to others. The hangar was built prior to 1988 and has not been leased since September 2020, due to its condition. The Airport believes, given the age and condition of the facility and the likely cost of repairs and improvements, estimated by the Airport in the \$20,000 range, it is neither economically prudent to upgrade the hangar, nor would it likely garner market interest without significant improvements that would cost substantially more than a return on a lease.

As with other areas of the Airport, the Airport has on-going control of the 4320 Vector ground and is able to own or long-term lease any improvement on it. For this project, the Airport is open to demolishing the hangar using its own maintenance staff, or having a developer demolish the hangar as part of the process of the developer also building a new hangar. Should this property be declared excess, the Airport will undertake a competitive process to oversee these efforts, and while the Airport may demolish the hangar using its own staff, it would not build or own the new hangar.

Chair Windmiller asked if the Agency would sell the property, if it is declared surplus. Mr. Langa stated that the Airport would control the ground and lease it to a developer, with an estimated annual ground lease rent in the \$818 range. The tenant would build the hangar, and after 30 years, the hangar would become the property of the Agency.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Johnson and seconded by Commissioner Simmons. **The motion passed unanimously.**

**10. 2021 Annual Surplus Property Holdings**

**9:06 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a report reaffirming and approving that the properties included herein in Table 1 are not required for BSD purposes, and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights. John Langa, Vice President, Economic Development, gave an overview of this item, noting the addition of two properties in 2021: 3158 Pershall, approved by the Board in February, 2021; and 4320 Vector at the Airport, which was discussed today, under item #9.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Simmons and seconded by Commissioner Brown. **The motion passed unanimously.**

**11. Extension of Pilot Fare Programs to Promote Access, Equity, and Ridership**

**9:06 a.m.** A briefing paper was provided in the Committee packet, regarding a request to accept, and refer to the BSD Board of Commissioners for approval, continuation of the pilot On the Way with ADA and Discounted One Day Pass through May 2022. Jessica Mefford-Miller, Executive Director of Metro Transit, gave an overview of this item. She noted that the On the Way with ADA program was developed to help meet the demand for paratransit travel. She noted that this pilot program makes fixed route (MetroBus and MetroLink) free to customers who are eligible for paratransit. The goal of such a no-fare program is to encourage customers, for whom fixed

route is an option, to shift from paratransit service, which is far more costly to operate than fixed route, and is strained by higher demand and operator shortages. She noted that over 1,500 Gateway Cards were issued between June 21 and September 21, 2021, and over 450 customers are using the cards on a regular basis. She also reported that this program has reduced Call-A-Ride service by 50%, since the cards were issued.

Ms. Mefford-Miller also noted that a pilot discount to Metro's One-Day Pass was implemented, whereby the cost of the One Day Pass was reduced from \$7.50 to \$5.00. She noted that this promotional fare program provides an equitable substitute for the Two-Hour Transfer paper pass, and encourages new and former customers to ride transit. She reported increased usage since implementation of the discount program.

Commissioner Simmons stated concerns regarding usage of the Gateway Cards, noting issues in the past. He stated that he does not feel that this has been successful. Ms. Mefford-Miller noted that there have been some issues in the past; however, this is only a tool that has been used to increase utilization of the system. She stated that she would be happy to engage in a conversation regarding his past concerns; however, she is asking specifically for continuation of the two pilot, fare programs. Commissioner Simmons stated that he would like more information on how the Agency is going to move forward with a new fare system. Chair Windmiller stated that she feels the two pilot programs are positive steps. She added that, although there are issues with the fare system itself, she commended staff for implementation of the pilot programs. President/CEO Roach stated that, of all of the modes of transportation offered by Metro Transit, Call-A-Ride is the most expensive. He noted that moving customers to main line service is more cost efficient, and the Agency is using the residual Smart Cards to assist in moving riders from paratransit service to main line service. He noted that, at a previous meeting, the issue of new fare media was tabled. Mr. Roach noted that the pilot programs increase efficiency of the system, and financially makes sense.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Pestello and seconded by Commissioner Brown. **The motion passed.** (Commissioner Simmons voted nay.)

**12. Unscheduled Business**

**9:16 a.m.** There was no unscheduled business.

**13. Operations Report**

**9:17 a.m.** An operations report for Metro Transit was included in the Committee packet. Jessica Mefford-Miller, Executive Director of Metro Transit provided a PowerPoint presentation for the Committee, which included a status update regarding fleet maintenance and modernization efforts pertaining to bus replacement, electric bus infrastructure, Call-A-Ride van replacement, and light rail vehicle replacement projects.

Chris Poehler, Assistant Executive Director Engineering Systems, noted current capital improvement projects including: Downtown Station Enhancement Project, Eads Bridge / Laclede's Landing Station Brick Repairs, Skinker Bridge, Illinois Parking Lot Resurfacing, Union Station Tunnel Rehabilitation and Downtown Tunnel Rehabilitation. Chair Windmiller asked if the structural projects were being discussed in collaboration with Safety & Security. Ms.

Mefford-Miller indicated that all customer service oriented improvements and projects include Safety & Security.

Ms. Mefford-Miller provided a Metro Transit Service update, noting that ridership is returning at a moderate pace. She reported that Special Events ridership has increased approximately 30%, and stated that passenger revenue is growing. In addition, she provided an overview of Ridership History for MetroLink and MetroBus.

Ms. Mefford-Miller provided an update regarding Metro Transit, service level adjustments, stating that the FY22 service goal is to operate at 90% of pre-pandemic service; however the Agency is not yet capable of delivering this service level due to the continued workforce shortage. She noted that approximately 3% of trips were missed in September. She reported that Call-A-Ride demand is nearly the same as pre-pandemic; however, there is currently not enough workforce to meet the demand. Ms. Mefford-Miller reviewed projected ridership and service level, and gave an outline of the proposed service changes to take place on November 29<sup>th</sup>, noting that information regarding the changes will be released to the public at the end of October.

Commissioner Gladney posed questions regarding the locations of the proposed changes, noting that many of the last service changes seemed to impact North County the most. Ms. Mefford-Miller stated that the proposed changes will be spread throughout the Metro service area. Commissioner Simmons asked what impact the changes will have to Illinois. Ms. Mefford-Miller stated that there are no scheduled changes for Illinois, other than changes that have been requested by the St. Clair County Transit District.

Ms. Mefford-Miller provided a summary of the customer communications that will be going out to ridership, regarding the upcoming changes, and provided a Workforce Update. She noted that staffing levels are down across the board, she noted that MetroBus Operators are down 11.5%, Call-A-Ride Operators are down 30.40%, and MetroLink ElectroMechanics are down 22.5%. She also supplied information regarding recruitment and retention efforts.

Chair Windmiller requested that the information contained in the presentation be made available to the public. Ms. Mefford-Miller stated that the information will be forwarded to the Commissioners, and will be made available to the public.

#### **14. President/CEO Report**

**9:58 a.m.** Bi-State Development President/CEO Taulby Roach stated that the most important issues at this time are the workforce shortage issue and proposed service changes, which have wide reaching impact. He asked that the Commissioners and the public look closely at the details of the Operations Report regarding employment numbers. He stated that he wants to address the concerns of the public, and it is factual that Metro has missed trips. He noted that the Agency is working to address these issues.

Mr. Roach asked Tom Curran, Executive Vice President Administration, to give an update regarding the issues that the Agency is experiencing related to obtaining parts for rolling stock. Mr. Curran stated that the Agency is making significant progress regarding parts availability due to assistance from our product development division and in the hiring of additional buyer/planners. He stated that, on Monday of this week, \$630,000 in parts were ordered to support our maintenance of buses. He noted that on October 1<sup>st</sup>, there were 406 parts not in

stock, and 95 of those missing parts had not yet been ordered. By October 13<sup>th</sup>, the number of “not in stock” parts had dropped from 406 to 239 parts, and all of the missing parts had been ordered. He stated that 25 additional transmission rebuild kits have been ordered to maintain the program through April of next year. Mr. Curran noted that the Agency will continue to focus on proactive ordering of parts, to prepare for any further supply chain disruptions. He noted that procurement training for new employees began this week, and additional training will be held to ensure that new employees understand minimum and maximum stock levels, as well as lead times for acquiring new parts. Mr. Curran reported that the Agency has selected a new, Assistant Vice President of Procurement, with a start date of October 25<sup>th</sup>.

Commissioner Cox asked that President/CEO Roach provide an update regarding the proposed Safe Platform plan, when he has the opportunity. Mr. Roach stated that he will provide an update to the Board.

**15. Call of Dates for Future Board and Committee Meetings**

**10:02 a.m.** Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meeting, as follows:

Board of Commissioners Meeting      Friday      November 19, 2021      8:30 AM

**16. Adjournment**

**10:02 a.m.** Chair Windmiller asked if there was any further business, being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 10:02 a.m.

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Deputy Secretary to the Board of Commissioners  
Bi-State Development

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
January 28, 2022**

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**From:** Jessica Mefford-Miller, Executive Director – Metro Transit  
**Subject:** **Agreement between Missouri Department of Health & Senior Services and Bi-State Development**  
**Disposition:** Approval  
**Presentation:** Taulby Roach, President & Chief Executive Officer

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, an agreement between Metro Transit and Missouri Department of Health and Senior Services (MDHSS). This contract and partnership will enable Metro Transit to utilize \$20,000.00 in funding from MDHSS for active transportation amenities for Metro Transit’s Community Mobility Hubs in North St. Louis City.

**Background:**

Metro’s Community Mobility Hubs Project is a federally funded initiative to create places of connectivity, where different modes of travel converge. They include features that support more intuitive and accessible public transit, walking and biking, bikeshare and carshare services, neighborhood electric vehicles, and microtransit services. These hubs will have a larger footprint than a bus stop, creating safer, more comfortable spaces for customers to wait for bus service, transfer between routes, and connect to other mobility modes and surrounding community assets.

Phase 1 of this Community Mobility Hub Program is currently in final planning stages, and contains four locations that are under review with community stakeholders. Location for these mobility hubs were selected by analysis of ridership data (high transfer points), impacts on environmental justice populations, surrounding land use and typology, and proximity public facilities.

Elements each mobility hub may include: infrastructure upgrades to improve ADA compliance; amenities like seating, lighting, and wayfinding; and customized components that are desired in each community, ranging from green infrastructure elements to historical or cultural features.

**Analysis:**

Community engagement discussions on the proposed hub location at Grand and Page Boulevards in North St. Louis City led to this opportunity to partner with MDHSS. Washington University’s Building Resilient Inclusive Communities (BRIC program) brings together organizations and stakeholders in the region to promote healthy living and reduce social isolation during the COVID-19 pandemic. It is through the BRIC working group that Metro Transit and MDHSS identified a potential partnership around common objectives. The MDHSS office’s goals align with Metro’s Community Mobility Hub project, namely:

- to increase physical activity by improving public and active transportation accessibility;
- to make infrastructure improvements that support connections to everyday destinations.

MDHSS recognized the overlap in agency goals and extended an offer to contribute \$20,000.00 to Metro's Community Mobility Hubs project, specifically for the inclusion of active transportation features in the development of transportation hubs that serve North St. Louis City and County residents.

**Committee Action Requested:**

Management recommends that the Committee accept and forward to the Board of Commissioners for approval, an agreement between Metro Transit and Missouri Department of Health and Senior Services (MDHSS), utilizing **\$20,000.00** in funding from MDHSS, for active transportation amenities for Metro Transit's Community Mobility Hubs in North St. Louis City.

**Funding Source:**

No funding request is made for this matter. MDHSS's Nutrition and Physical Activity Plan-Active Transportation program is providing the funding under this agreement.



**Missouri Department of Health and Senior Services**

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010  
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

**Robert J. Knodell**  
Acting Director



**Michael L. Parson**  
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Procurement Services  
Missouri Department of Health and Senior Services  
P.O. Box 570  
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at [ProcurementUnit@health.mo.gov](mailto:ProcurementUnit@health.mo.gov) if you have any questions regarding this letter.

Enclosures

[www.health.mo.gov](http://www.health.mo.gov)

**Healthy Missourians for life.**

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



**Missouri Department of Health and Senior Services**

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010  
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

**Robert J. Knodell**  
Acting Director



**Michael L. Parson**  
Governor

The following information should be directed to your Administrator/Director, Executive Director, primary financial executive, Board President or authorized representative with knowledge of policies, procedures and administrative operations of your organization/entity:

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to annually complete the Business Management Assessment (BMA) form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

**If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:**

- Go to <https://health.mo.gov/atoz/bma/index.php>
- **Microsoft Internet Explorer browser *cannot* be used.** You must use another browser such as Microsoft Edge, Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted. **A confirmation number will appear if the form is successfully submitted. Be sure to document this number.**
- You may find helpful information to assist your completion of the BMA at <http://health.mo.gov/information/contractorresources>.

**NOTE:** Failure to complete the BMA will result in your organization being deemed a high-risk subrecipient and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

04/21/2021

[www.health.mo.gov](http://www.health.mo.gov)

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AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

<b>Tracking #</b> 50424	<b>Contract Title:</b> TRANSPORTATION HUB ASSETS	
<b>Contract Start:</b> 9/29/2022	<b>Contract End:</b>	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b>	<b>Amend #:</b> 00	

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

<b>NAME OF ENTITY/INDIVIDUAL (Contractor)</b> BI STATE DEVELOPMENT	
<b>DOING BUSINESS AS (DBA) NAME</b>	
<b>MAILING ADDRESS</b> 211 N BROADWAY STE 700 STE 700	
<b>CITY, STATE, and ZIP CODE</b> ST LOUIS MO 63102-2759	
<b>REMIT TO (PAYMENT) ADDRESS (if different from above)</b>	
<b>CITY, STATE, and ZIP CODE</b>	
<b>CONTACT PERSON</b> BRYAN ROGERS	<b>EMAIL ADDRESS</b> BRogers@metrostlouis.org
<b>PHONE NUMBER</b> (314) 745-6819	<b>FAX NUMBER</b>
<b>TAXPAYER ID NUMBER (TIN)</b> *****4283	<b>DUNS NUMBER</b> 006490569
<b>CONTRACTOR'S AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>
<b>DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE</b>	<b>DATE</b>

# TRANSPORTATION HUB ASSETS

## 1. GENERAL

- 1.1 The contract amount shall not exceed \$20,000.00 for the period of Date of Award through September 29, 2022.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
  - 1.3.3 Taxes (e.g., city/county/state/federal)
  - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
  - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
  - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: State Nutrition and Physical Activity Plan- Active Transportation  
Program Contact: Cindy DeBlauw  
Address: 920 Wildwood, Jefferson City, MO 65102  
Phone: 573-522-2820  
Email: [Cindy.Deblauw@health.mo.gov](mailto:Cindy.Deblauw@health.mo.gov)

## 2. PURPOSE

- 2.1 The purpose of this contract is to support the inclusion of active transportation features in the development of transportation hubs that serve North St. Louis City and County residents.

## **TRANSPORTATION HUB ASSETS**

- 2.2 The goal is to increase physical activity by improving public and active transportation accessibility and desirability through infrastructure improvements that support connections to everyday destinations.

### **3. DEFINITIONS**

- 3.1 Active transportation - is any self-propelled, human mode of transportation, such as walking or bicycling that provides affordable transportation access for everyone regardless of age, gender, socioeconomic status or disability. Although not always defined as active transportation, public transportation is considered active transportation for the purposes of this contract since research demonstrates public transportation use also increases physical activity.
- 3.2 Everyday destinations - are places people can get to from where they live by walking, bicycling or public transit, i.e. grocery stores, schools, worksites, parks, restaurants, etc.
- 3.3 Transportation hub - is a facility that supports multiple modes of transportation such as rail, bus, pedestrian and bicycling. It includes features such as shelter, benches, lighting, route and schedule information, bike rack, etc.

### **4. DELIVERABLES AND OUTCOMES**

- 4.1 The Contractor shall include in the design and construction of the transportation hub that serves North St. Louis City and County features that support active transportation and destination connections including, but not limited to:
- a. Benches
  - b. Lighting
  - c. Bike racks
  - d. An outdoor bike repair station
  - e. Trash receptacles
  - f. Route and schedule information
- 4.1.1 As funding permits the following amenities may also be included:
- a. Water service
  - b. Landscaping
  - c. Public art

## TRANSPORTATION HUB ASSETS

- 4.2 The Contractor shall assure that active transportation features selected are consistent with the community need and input obtained through a community engagement process.

### 5. REPORTS

- 5.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 5.2 The Contractor shall submit a narrative report along with photos of the items purchased with the final invoice detailing the challenges and successes with implementing the transportation hub project.

### 6. BUDGET AND ALLOWABLE COSTS

- 6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: personnel, travel, supplies, indirect cost and other.
- 6.2 Indirect costs
- 6.2.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 6.2.2 The Contractor shall not bill the Department for indirect costs that exceed the Contractor's federally negotiated rate.
- 6.2.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 6.2.4 In the event the Contractor's approved federally negotiated rate changes, the Contractor shall submit the new negotiated agreement to the Department at [monitoring@health.mo.gov](mailto:monitoring@health.mo.gov) prior to submitting an invoice using the new rate.
- 6.3. The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

## TRANSPORTATION HUB ASSETS

- 6.4 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses at the travel reimbursement rates set by the Contractor's written travel policy.
- 6.5.1 The Contractor shall ensure travel expenses incurred under this contract are consistent with those travel expenses followed by the Contractor in like circumstances in its other operations.
- 6.5.2 The Contractor may use the Contiguous US Per Diem Rates (CONUS) rates as a guide to determine reasonableness.
- 6.5.3 The CONUS per diem rates can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 6.6 The Contractor shall follow competitive procurement practices.

### 7. INVOICING AND PAYMENT

- 7.1 The Contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 7.5 The Contractor shall mail invoices to:

Missouri Department of Health and Senior Services  
Bureau of Community Health and Wellness  
P.O. Box 570  
Jefferson City, MO 65102-0570

Or submitted electronically to: [Cindy.Deblauw@health.mo.gov](mailto:Cindy.Deblauw@health.mo.gov)

## TRANSPORTATION HUB ASSETS

- 7.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 7.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 7.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 7.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570
- 7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 7.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

## **TRANSPORTATION HUB ASSETS**

### **8. AMENDMENTS**

- 8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

### **9. RENEWALS**

- 9.1 The parties may renew the agreement for one (1) additional one-year period if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

### **10. MONITORING**

- 10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

### **11. DOCUMENT RETENTION**

- 11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 11.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 11.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor

## **TRANSPORTATION HUB ASSETS**

shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

- 11.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

### **12. CONFIDENTIALITY**

- 12.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 12.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

### **13. LIABILITY**

- 13.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 13.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers

## TRANSPORTATION HUB ASSETS

compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 13.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

### 14. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 14.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 14.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 14.2.2 The percentage of the total costs of the program or project which will be financed by

## TRANSPORTATION HUB ASSETS

- 14.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

### 16. AUTHORIZED PERSONNEL

- 16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

## **TRANSPORTATION HUB ASSETS**

- 16.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 16.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 16.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 16.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 16.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## **18. TERMINATION**

- 18.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 18.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 18.1.2 A change in federal or state law relevant to this contract occurs; or
- 18.1.3 A material change of the parties to the contract occurs; or
- 18.1.4 By request of the Contractor.

## TRANSPORTATION HUB ASSETS

- 18.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
- 18.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 18.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 18.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

**CERTIFICATIONS AND SPECIAL PROVISIONS****1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

**2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING**

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

**CERTIFICATIONS AND SPECIAL PROVISIONS**

- or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATIONS AND SPECIAL PROVISIONS****4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services  
Division of Administration, Grants Accounting Unit  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

**5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

**CERTIFICATIONS AND SPECIAL PROVISIONS**

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

**6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

**CERTIFICATIONS AND SPECIAL PROVISIONS**

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**SUBRECIPIENT SPECIAL CONDITIONS**

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
  - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
  - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
  - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
  - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.  
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
  - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
  - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

**SUBRECIPIENT SPECIAL CONDITIONS**

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
  - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
  - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
  - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

**SUBRECIPIENT SPECIAL CONDITIONS**

## 1.12 Equipment

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



**EXHIBIT 1**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under Transportation Hub Assets (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

**(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

_____ Authorized Representative's Signature	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

_____ Signature of Notary	_____ Date
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**EXHIBIT 1, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**TERMS AND CONDITIONS**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

**3. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

**4. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**5. CONFLICT OF INTEREST**

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**6. WARRANTY**

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## **7. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **8. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **9. BANKRUPTCY OR INSOLVENCY**

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **10. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **12. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **13. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

## **14. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



# CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

<b>Tracking #</b> 50424	<b>State:</b> 0% \$0.00	<b>Federal:</b> 100% \$20,000.00
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**Contract Title:** TRANSPORTATION HUB ASSETS

**Contract Start:**                      **Contract End:** 9/29/2022      **Amend#:** 00                      **Contract #:**

**Vendor Name:** BI STATE DEVELOPMENT

**CFDA:** 93.439                      **Research and Development:** N

**CFDA Name:** STATE PHYSICAL ACTIVITY AND NUTRITION (SPAN)

**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

**Federal Award:** 5NU58DP006506-03, 6NU58DP0065063-03

**Federal Award Name:** MISSOURI PHYSICAL ACTIVITY AND NUTRITION PROGRAM (MPAN)

**Federal Award Year:** 2020                      **DHSS #:** DP006506-03                      **Federal Obligation:** \$20,000.00

\* The Department will provide this information when it becomes available.

**Project Description:**

The purpose of this contract is to support implementation of the State Physical Activity and Nutrition (SPAN) grant active transportation and community design components in St. Louis. Specifically this contract will support active transportation features in St. Louis multimodal transportation hubs.

**Bi-State Development Agency  
Operations Committee Meeting  
Open Session Agenda Item  
January 28, 2022**

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**From:** Jessica Mefford-Miller, Executive Director of Metro Transit  
**Subject:** **Sole Source Contract Authorization for Professional Engineering Services  
Phase 2 – Engineering and Design Support Services – Rehabilitation of the  
MetroLink Cross County Extension Tunnels and Stations**  
**Disposition:** Approval  
**Presentation:** Christopher C. Poehler, Assistant Executive Director Engineering Systems  
Timothy Nittler, Senior Director of Capital Projects

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request to enter into a sole source contract for professional engineering services related to the rehabilitation of the Big Bend and Skinker tunnels and stations.

**Background:**

The Cross County MetroLink Extension opened to the public in 2006. There are three separate underground tunnels along this alignment. Two of these tunnels, Tunnel #2 and Tunnel #3, in addition to two underground stations, Skinker Station and Big Bend Station, respectively, began to show signs of water infiltration almost immediately after commencement of operations.

Consequently, Bi-State Development (**BSD**) pursued litigation regarding the water infiltration issues. To assist in the litigation efforts, Gall Zeidler Consultants, an international engineering firm that specializes in tunnel and geotechnical engineering services, provided professional engineering services to the BSD legal team. From this activity, Gall Zeidler Consultants gained a strong and unique understanding of the issues related to these tunnels and stations.

Recently, Gall Zeidler Consultants were hired by BSD through a sole source award, for Phase I of this project. This procurement was reviewed and approved during the April 2021 Board of Commissioners Meeting. Phase 1 services included a reassessment of the current condition of the tunnels and stations. The Phase 1 work has been completed. The results from this activity were evaluated, and a tunnel/station rehabilitation analysis was conducted to identify and prioritize needed repairs.

**Analysis:**

BSD has negotiated a scope of work and fee with Gall Zeidler Consultants for Phase 2 of the proposed project. Services will include the preparation of drawings and technical specifications that will be the basis for the tunnel rehabilitation construction activities. These construction documents will be prepared, based on the findings from the recently completed tunnel evaluations, which were Phase 1 of the project. Services will also include the preparation of an estimate of probable construction cost, the preparation of an Operations and Maintenance (O&M) manual, and support during the project procurement process.

The negotiated cost for this work is **\$369,006.09**, which includes a 10% contingency. Metro has determined the cost to be fair and reasonable.

**Committee Action Requested:**

Management recommends that the Operations Committee accept, and forward to the Board of Commissioners for approval, a request that the President & CEO enter into a “sole source” contract for professional engineering services related to the rehabilitation of the Big Bend / Skinker tunnels and stations with Gall Zeidler Consultants, in an amount not to exceed **\$369,006.09**.

**Funding Source:**

Funding provided from a specific reserve that has been set aside for these repairs.

**Bi-State Development Agency  
Operations Committee Meeting  
Open Session Agenda Item  
January 28, 2022**

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**From:** Jessica Mefford-Miller, Executive Director – Metro Transit  
**Subject:** **Contract Modification: Contract with WSP USA, Inc. – MetroLink Station Enhancements**  
**Disposition:** Approval  
**Presentation:** Christopher C. Poehler, Assistant Executive Director Engineering Systems

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request to authorize the President and CEO to modify the current contract for design and construction phase services with WSP for MetroLink Station Enhancements.

**Background:**

In April 2019, Bi-State Development (**BSD**) entered into a contract with WSP for planning and design services for five MetroLink Stations, in the amount of \$812,893.06. The five stations are Laclede’s Landing, Convention Center, 8th & Pine, Forest Park-DeBaliviere and Delmar Loop. The main goals of these enhancements include: promoting a safe and attractive environment at each station, strengthening connections to the surrounding communities, reducing long-term maintenance costs, and increasing ridership.

Previous modifications were issued to extend the project schedule and authorize the advancement of the designs to a 20% advanced conceptual engineering (ACE) level for all five locations, based on input from staff and stakeholders.

This proposed modification will authorize funding to advance the 20% ACE plans completed by WSP for two of the MetroLink stations originally scoped: 8th and Pine and Convention Center. Under this proposal, final designs will be developed for the two stations, as well as plans and services for an additional construction phase, to complete the critical improvements as soon as possible. The critical improvements include needed physical upgrades to restore full access to the stations and improve safety. They involve replacing the escalators at all four platforms with stairs, choice station lighting upgrades, emergency egress tunnel lighting, removing and replacing the concrete paneling with a different wall system, painting the ceiling, adding station access control, and upgrading the signage and branding.

**Analysis:**

The existing project budget will partially cover the advancement of the plans for 8th and Pine and Convention Center MetroLink Stations. The negotiated cost for this work is \$1,700,000, which includes a 10% contingency. Metro has determined the cost to be fair and reasonable.

**Committee Action Requested:**

Management recommends that the Operations Committee approve and forward to the Board of Commissioners for approval this request to allow Metro to modify the current contract for design and construction phase services with (WSP) for MetroLink Stations Enhancements, based on the

cost proposal submitted on December 28, 2021 and a 10% contingency, in an amount not to exceed **\$1,700,000.**

**Funding Source:**

Funding for this project will be provided by FTA grants and local funding.

**Bi-State Development Agency  
Operations Committee Meeting  
Open Session Agenda Item  
January 28, 2022**

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**From:** Jessica Mefford-Miller, Executive Director of Metro Transit  
**Subject:** **Skinker Bridge Rehabilitation Project – Contract Time Extension**  
**Disposition:** Approval  
**Presentation:** Christopher Poehler, Assistant Executive Director Engineering Systems,  
Thomas Curran, Executive Vice President -Administration

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**Objective**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request to authorize the President & CEO to execute a no-cost time extension contract with STV, Inc., an engineering consulting firm, who is currently providing design and construction phase services for the Skinker Bridge rehabilitation project.

**Background**

The Skinker Bridge is a two span structure that carries MetroLink over Skinker Boulevard. The bridge was first constructed in 1940 to carry rail freight. In general, this bridge is in fair condition despite its age, with only some defective or deteriorated components. The estimated remaining service life exceeds 20 years, if properly maintained.

The bridge requires rehabilitation to address deterioration and the seismic risk issues, to serve as a viable alignment for MetroLink service. Per the latest inspection findings and recommendations, the steel bearings supporting the floor beams at each abutment, either failed or have severe deterioration, and require replacement. Additional proposed improvements include: cleaning and painting portions of the steel superstructure, repairing or replacing deteriorated steel components, repairing concrete cracks and spalls in the substructure, and replacing the track anchorage system and the rail.

**Analysis**

Metro issued a Solicitation 18-RFP-105106-DGR, requesting proposals from qualified firms to provide the required services. Following standard procurement procedures, the contract was awarded to STV, Inc., for the rehabilitation design and related services during construction of the rehabilitation of the MetroLink Skinker Bridge.

STV, Inc. has completed the design, and now the project is moving into the construction phase. The COVID-19 pandemic caused significant delays in this project, including delayed delivery of design, due to a travel prohibition imposed on STV's east coast based design team, and delays in obtaining necessary rail and shoring materials. The current contract expired December 20, 2020 with two, 90-day time extensions extending the contract until June 20, 2021. The contract will need to be extended until October 31, 2022.

**Funding Source**

This project is funded through Federal and local funding sources.

**Management Recommendation**

It is recommended that the Operations Committee approve and forward to the Board of Commissioners this request to authorize the President and CEO to sign a no-cost contract modification to extend the contract period of performance from June 20, 2021 to October 31, 2022.

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
January 28, 2022**

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**From:** Jessica Mefford-Miller, Executive Director – Metro Transit  
**Subject:** **East Riverfront Stair Replacement Project – Contract Time Extension**  
**Disposition:** Approval  
**Presentation:** Christopher Poehler, Assistant Executive Director Engineering Systems;  
Thomas Curran, Executive Vice President – Administration

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**Objective**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request to authorize the President & CEO to execute a no-cost time extension contract with The Harlan Company, a construction firm, who is providing construction services for the East Riverfront Stair Replacement project.

**Background**

Metro is pursuing a replacement of the pedestrian stairs, which provide access from the east side of Front Street up to both the Eastbound and Westbound Platform Areas of the East Riverfront MetroLink Station. The solicitation is for complete design and construction services for turnkey stair removal and replacement, at both stair locations.

**Analysis**

Metro issued Solicitation 21-SB-170968-DGR, requesting bids from qualified firms to provide the required services. Following standard BSD procurement procedures, the contract was awarded to The Harlan Company, for the construction/rehabilitation of the stairs at the MetroLink East Riverfront Station.

The contractor has performed investigative and design work; however, the contractor has been delayed due to ongoing maintenance work on the elevators at East Riverfront. In order to maintain passenger access to the platform, Metro has preferred not to have the stairs under construction at the same time that the elevators were being repaired. The elevator work is now completed, and the work on the stairs will be able to start in the spring of 2022. The current contract expired on August 30, 2021, with two, 90 day time extensions, extending the contract until February 28, 2022. The contract will need to be extended until October 31, 2022.

**Funding Source**

This project is funded through Federal and local funding sources.

**Management Recommendation**

It is recommended that the Operations Committee accept, and forward to the Board of Commissioners for approval, this request to authorize the President and CEO to sign a no-cost contract modification, to extend the contract period of performance from February 28, 2022 to October 31, 2022.

*Board Policy Chapter 50.010 G., Contract Modifications – Contract extensions in excess of 180 days must be approved by the Board of Commissioners.*

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
January 28, 2022**

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**From:** Thomas Curran, Executive Vice President, Administration  
**Subject:** **Sole Source Contract Authorization – Replacement of MetroLink SCADA System**  
**Disposition:** Approval  
**Presentation:** Thomas Curran, Executive Vice President, Administration; Darren Curry, Assistant Executive Director for Transit Assets

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**Objective:**

To present to the Operations Committee, for approval and referral to the Board of Commissioners, a request for authorization to negotiate and enter into a sole source contract with Collins Aerospace to replace Bi-State Development's (**BSD**) existing supervisory control and data acquisition (**SCADA**) system for the MetroLink light rail system

**Background:**

The Supervisory Control Automated and Data Acquisition (**SCADA**) System is St. Louis MetroLink's Centralized Train Control (**CTC**) system. Collins Aerospace is the Original Equipment Manufacturer (**OEM**) of the Advanced Information Management (**AIM**) environment and its sole distributor.

The SCADA system interfaces directly with the Public Address / Customer Information System (**PA/CIS**) in the AIM environment, forming a single unique capability for Operation Control Center (**OCC**) personnel to ensure smooth operation of St. Louis MetroLink. AIM SCADA interfaces directly with remote terminal units (**RTUs**) that collect information from signal houses, substations, and communication rooms located along with the MetroLink Right-of-Way (**ROW**). The AIM SCADA System monitors, controls, records, and graphically displays the status of field devices and error logging for several safety-critical functions:

- Door access/ physical security monitoring
- Fire alarm monitoring
- Control and monitoring of MetroLink signaling systems and grade crossing gates
- Monitor and control Overhead Catenary System power distribution and sources
- Monitor station power distribution, sources, generators, and station power loss logging
- Monitor the environmental conditions of critical infrastructure
- Control and monitor tunnel ventilation control system, and fire standpipes
- Live vehicle location integration to the PA/CIS for audio and visual station arrival messaging
- Playback and data logging for incident management, training, and internal/external audits
- Geographically-specific contact information for law enforcement
- Light rail vehicle yard management and virtual train consist building tool
- Radio tower fire and intrusion monitoring

The existing MetroLink SCADA system is at the end of its useful life. The current system is functional, but due to its age and changes in technology, our current SCADA system cannot be expanded to accommodate the necessary signals and data requirements for the Mid-America Airport Light Rail Extension (MAA) in St. Clair County. Replacing the SCADA system is now an immediate need, to allow for the construction of this project, and will be key to continuation of safe light rail operation in the future.

Our current AIM SCADA system was developed by Aeronautical Radio, Inc. (ARINC), which began operating as Collins Aerospace in November 2018. The AIM environment is composed of both AIM SCADA and AIM Public Announcement/Customer Information System (PA/CIS), two separate systems that interface to form a single unique system. Bi-State Development recently engaged Collins Aerospace to upgrade our PA/CIS system, which provides real-time vehicle location information to our customers. The confidential details of this interface between AIM SCADA and AIM PA/CIS are the intellectual property of Collins Aerospace.

In consultation with HNTB, BSD staff developed a program for the replacement of our SCADA system, inclusive of first:

- CTC Upgrade for the AIM SCADA system, including all asset programming for the new MAA alignment, six servers, and seven workstations
- RTU replacement hardware for the 43 Phase1 Spartec RTUs

Advancements in SCADA functionality and changes to our operating environment over the last 15 years present us with a unique opportunity to expand the function of our SCADA system to improve the operation, safety, and security of the MetroLink system, employees, and customers. Potential future improvements to SCADA system architecture, beyond the request presented here, could include cybersecurity upgrades to address the June 2021 SCADA Network Security Assessment findings, MetroLink schedule adherence monitoring, yard management upgrades, CCTV integration to provide more robust awareness of the MetroLink ROW, elevator/escalator system status, fare collection system monitoring, and access control integration, among other options.

**Analysis:**

BSD staff recommends proceeding now with the initial upgrade of the SCADA system, which will support critical safety features discussed herein, and the buildout of MAA. Future improvements could be contemplated at a later date. To award the replacement of our SCADA system to a contractor other than Collins Aerospace would produce multiple issues involving intellectual property, duplication of costs, and significant delays in implementation of the Mid-America Airport light rail extension. A second option of creating a separate SCADA system exclusively for the Mid-America Airport extension has been determined to be impractical.

Collins Aerospace is the original equipment manufacturer of the AIM environment and understands our system design and operating environment. Contracting with Collins Aerospace is

required to reduce the timeline of this project to ensure it is complete before the scheduled opening of MAA.

Regulations in FTA Circular 4220.1F allow for the award of a sole source contract if certain conditions are present, including: 1) unique or innovative concepts involving confidential details; 2) patents or restricted data rights; 3) substantial duplication of costs that are not expected to be recovered through competition; and 4) unacceptable delay if another contractor would be hired to produce highly specialized equipment.

Team members from our Transit Assets, Engineering and Procurement staff have discussed and agree that the proposed utilization of Collins Aerospace for replacement of our SCADA system is appropriate for all of these reasons.

**Funding:**

The cost of the SCADA system replacement, based on an estimate provided by Collins Aerospace, is projected to be \$4,560,998, which includes an approximate 20% contingency. Funding for this project will be from Section 5307 and Section 5337 federal grants, as well as local funds. If a contract for SCADA system replacement were awarded to Collins Aerospace, staff estimates the initial SCADA system upgrade could be accomplished in fourth quarter of 2024.

**Committee Action Requested:**

Management recommends that the Operations Committee accept, and forward to the Board of Commissioners for final approval, the request to allow BSD to issue a sole source contract not to exceed **\$4,560,998**, to Collins Aerospace to upgrade the existing MetroLink AIM SCADA CTC system and Phase-1 Spartec RTUs.

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
January 28, 2022**

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**From:** Jessica Mefford-Miller, Executive Director of Metro Transit  
**Subject:** **Contract Award Bus and Van Inspection Services**  
**Disposition:** Approval  
**Presentation:** Thomas Curran, Executive Vice President of Administration

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request to authorize the President & CEO to award Contract 21-RFP-235989-KM – Bus and Van Inspection Services.

**Background:**

Metro is required to conduct vehicle inspections and auditing, to ensure compliance with Title 49 Part 661 - Buy America requirements. Solicitation 21-RFP-235989-KM - Bus and Van Inspection Services was issued on June 14, 2021. The request for proposals was advertised in Bi-State Development's (BSD) iSupplier Portal.

**Analysis:**

A total of two proposals were received from First Transit and TRC Engineering Services LLC (TRC). The proposals were forwarded to the evaluation team, composed of staff from BSD's Quality Assurance and Training department. Each firm's proposal was scored according to technical evaluation requirements, specified in the solicitation package.

Upon review and evaluation of both technical and cost proposals received, the following was determined:

- First Transit's proposal identified resources for the auditing of Title 49 Part 661 compliance, and First Transit's work history includes service as an FTA Triennial Review auditor, which reflects that agency's in-depth knowledge and understanding of FTA requirements, guidelines, and operations. Their proposal provided a list of available plant inspectors that exceeded scope requirements. First Transit also included individual assessments for each inspector, allowing Metro to select inspectors that would be best suited for our needs. In addition, the number of plant inspectors shows that the firm would be able to accommodate our requirements in the event the primary inspector is unable to fulfill his/her obligations.
- TRC's technical proposal met the minimal requirements; however, they failed to identify the difference between the plant inspector and the Buy America auditor. The proposal offered minimal information on staffing abilities, and it was unclear if resources are available if the plant inspector is no longer able to fulfill obligations. Also, TRC's cost proposal was incomplete. BSD requested clarity, and it was determined that TRC did not have a clear understanding of the contract's requirements.

The table below details the overall results, representing the consensus technical and cost scores combined. As a result, First Transit is the highest ranking firm.

<b>Firm:</b>	<b>Cost</b>	<b>Cost Score</b>	<b>Technical Score</b>	<b>Overall Total</b>
First Transit	\$551,338.65	N/A	140.00	140.00
TRC	Incomplete	N/A	95.00	95.00
<b>Total Possible Points</b>		<b>200</b>	<b>300</b>	<b>500</b>
<b>Percentage of Total Points</b>		<b>40%</b>	<b>60%</b>	<b>100%</b>

**Funding Source:**

This contract is funded 100% through operational funds.

**Board Action Requested:**

Management recommends that the Operations Committee accept, and forward to the Board of Commissioners for approval, a request that the President & CEO enter into a 5-year contract to supply bus and van inspections with the highest ranking firm, First Transit, whose proposal is most advantageous to BSD, with price and other factors considered, in the not-to-exceed amount of **\$551,338.65**.

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
January 28, 2022**

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**From:** Jessica Mefford-Miller, Executive Director of Metro Transit  
**Subject:** Contract Award - 21-RFP-192977-TJ - Heavy Duty Transit Buses  
**Disposition:** Approval  
**Presentation:** Thomas Curran – Executive Vice President of Administration

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request to authorize the President and CEO to award a five-year, Indefinite Delivery Indefinite Quantity (IDIQ) Contract, to the Gillig Corporation to supply Metro, low floor buses and electric buses.

**Background:**

Metro currently operates a total active fleet of 383 buses, with a contingency fleet of 56 in anticipation of support of special services, bus bridges, training and short-term expansion. Federal Transit Administration (FTA) guidelines for bus replacement suggest retirement at 12 years or 500,000 miles. Due to the success of our maintenance program and comprehensive vehicle replacement strategy, Metro’s average life expectancy for transit buses continues to exceed the FTA’s suggested retirement guidelines. Our anticipated replacement schedule is an average of 30 buses per year. At present, Metro’s current fleet consists of 94% diesel and 6% battery electric powered buses.

Solicitation 21-RFP-192977-TJ – Heavy Duty Transit Buses was issued on June 21, 2021. The request for proposals was advertised in Bi-State Development’s (BSD) iSupplier Portal. All FTA approved large bus manufacturers were solicited for this requirement.

Proposals were received from two manufacturers, Gillig Corporation and First Transit (New Flyer). The evaluation committee, comprised of representatives from Metro’s Bus Operation and Vehicle Maintenance and Quality Control teams, viewed and scored the proposals.

**Analysis:**

Metro /BSD utilized the Federal Transit Administration’s Best Value Source Selection methodology for the acquisition of low floor and electric transit buses. This methodology lists each technical selection criterion in the relative order of importance. Each manufacturer’s proposed vehicle is then evaluated based on the ranked criteria.

The table below details the overall results representing the consensus technical and cost scores combined. As a result, Gillig is the highest-ranking firm.

<b>Firm:</b>	<b>Cost</b>	<b>Cost Score</b>	<b>Consensus Technical Score</b>	<b>Overall Total</b>
Gillig	\$122,197,743.74	175.00	310.00	485.00
First Transit (New Flyer)	\$119,868,984.62	171.66	150.00	321.66
<b>Total Possible Points</b>		<b>175</b>	<b>325</b>	<b>500</b>
<b>Percentage of Total Points</b>		<b>20%</b>	<b>80%</b>	<b>100%</b>

*Board Policy Chapter 50.010 E., Purchasing, requires the Board of Commissioners to approve competitive negotiated procurements which exceed \$500,000.*

**Funding Source:**

This contract is funded through FTA grants (Section 5307 Formula Funding and CMAQ) with Prop M and SCCTD local match participation.

**Board Action Requested:**

Management recommends that the Operations Committee accept, and forward to the Board of Commissioners for approval, the request that the President & CEO enter into a 5-year, IDIQ contract to supply low floor and electric buses with the highest ranked firm, Gillig Corporation, whose proposal is most advantageous to BSD with price and other factors considered, in the not to exceed amount of **\$122,197,743.74**.

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
January 28, 2022**

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**From:** Mary Lamie, Executive Vice President of Multi Modal Enterprises  
**Subject:** **Letter of Agreement Between Bi-State Development and The Jerry Costello Group, LLC for Consulting Services for the St. Louis Regional Freightway and Bi-State Development**  
**Disposition:** Approval  
**Presentation:** Mary Lamie, Executive Vice President of Multi Modal Enterprises

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**Objective:**

To present to the Operations Committee, for approval and referral to the Board of Commissioners (**Board**) for approval, a Letter of Agreement (**Agreement**) between BSD and The Jerry Costello Group, LLC (**Consultant**) for consulting services for the St. Louis Regional Freightway (**the Freightway**) and Bi-State Development (**BSD**), with terms in effect beginning April 1, 2022, through March 31, 2024.

**Background:**

The Consultant entered into an initial Letter of Agreement with BSD in the summer of 2015 as the Freightway was created and activities were getting underway.

Following the initial contract, the Consultant continued to work for the Freightway and BSD under three additional contracts. The most recent contract covered the period of April 1, 2020 through March 31, 2022. On April 1, 2019, this contract was amended, lowering the Consultant's monthly fee.

**Analysis:**

Consistent with the Agreement in place today, the Consultant will provide strategic advice and planning for the Freightway and BSD and work closely with the Executive Vice President of Multi Modal Enterprises and BSD Executive Staff, including the President and Chief Executive Officer. In addition to providing strategic planning and advice, the Consultant will coordinate activities between the Freightway and the U.S. Secretary of Transportation and its office, as well as with members of the U.S. Congress and other government officials in the St. Louis region.

The Consultant will also work with class I railroads in the St. Louis region to identify strategies to fund Freightway projects. Former Congressman Jerry Costello will be the lead person for the Consultant.

The proposed Agreement provides these services at the same rate of \$9,000 per month and would be in effect for twenty-four (24) months, starting on April 1, 2022, through March 31, 2024. See **Exhibit 1** attached.

**Funding Source:**

The funding for this contract will be split between the Freightway operating budget and BSD Executive Services. Each cost center will contribute 50% of the total contract amount and of each invoice submitted by the Consultant.

**Committee Action Requested:**

It is requested that the Operations Committee approve, and refer to the Board of Commissioners for approval, the Letter of Agreement between BSD and The Jerry Costello Group, LLC for consulting services for the Freightway and BSD, with terms in effect for a twenty-four (24) month period of April 1, 2022, through March 31, 2024.

**Attachments:**

**Exhibit 1:** Draft Letter of Agreement with The Jerry Costello Group, LLC




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**THE  
JERRY COSTELLO GROUP, LLC**

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**Jerry F. Costello**

Member of Congress  
1988 – 2013

LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Client”), and The Jerry Costello Group, LLC (“Consultant”) defines the terms of their relationship.

Client retains Consultant to advise Client and work with other parties as necessary to promote the Client’s goals, interests and objectives regarding both Bi-State Development and the St. Louis Regional Freightway. Client will keep Consultant fully apprised of the current issues and objectives of the Client.

Client and Consultant agree that Jerry F. Costello will be primarily responsible for the performance of the services referred to in this Agreement, however, as needed, Consultant is allowed to retain third party consultants to provide assistance in performing the Agreement, at no cost to the Client, unless agreed upon by the Client.

Consultant will devote time and resources necessary in performing the services described in this Agreement. Consultant shall have full discretion in selecting the dates and times necessary to complete the terms of the agreement giving due regard to the needs of the Client.

The term of this amended agreement shall commence on April 1, 2022 and continue through March 31, 2024.

Client agrees to pay Consultant a monthly fee of \$9,000. Monthly fees will be paid on the 1<sup>st</sup> business day of each month, starting on April 1, 2022. A monthly invoice will be mailed to the Client. The client agrees to pay Consultant any reasonable expenses the Consultant deems necessary in accomplishing the terms of this Agreement. Such expenses shall be documented and submitted to the Client for reimbursement within 60 days after the expenses were incurred. The Client shall reimburse the Consultant within 30 days of the date the request for reimbursement is received by the Client. Total expenses shall not exceed \$1000 in any month unless expressly permitted by the Client in advance.

This agreement is not a contract of employment. Consultant is an independent contractor of the Client and shall have no authority to obligate the Client. Consultant shall have the exclusive right to determine the method, manner and means by which it will perform the Agreement.

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

Taulby Roach  
Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District  
211 N. Broadway, Suite 700  
St. Louis, MO 63102

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

Jerry F. Costello  
The Jerry Costello Group, LLC  
138 Lincoln Place Court  
Suite 101  
Belleville, IL 62221  
[thejerrycostellogroup@gmail.com](mailto:thejerrycostellogroup@gmail.com)  
618-234-6701 – office  
618-971-6200 - cell



## Major Projects Update

Metro is focused on delivering a program of projects driven by strategic goals. We are driven to deliver an excellent customer experience; grow and sustain ridership; create a safer, more secure Metro; demonstrate fiscal responsibility; and create an outstanding organizational culture by developing and engaging team members.

The realization of these strategic goals requires a talented and coordinated team that is focused on a set of clear objectives, and has the training and support necessary to guide their performance. Over the past year we have undergone significant changes in the management, focus and organizational structure of our team. We are restructuring roles and rethinking job requirements in response to our workforce shortage. We are making investments in employee development and training. We have realigned all of our asset maintenance teams that support our vehicles, stations, light rail system, and operating facilities into one Transit Assets team. Together, we are moving forward.

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## SERVICE UPDATE

Metro has continued to face a significant workforce shortage, making it difficult to successfully execute our regularly-scheduled service. Even with the assistance of operators volunteering to work additional hours, and assigning managers to drive whenever possible, we have frequently missed trips in recent months. In November 2021, we missed 5.8% (5,500) of MetroBus trips and denied 10,200 requests for Call-A-Ride trips.

In an effort to provide our customers with the reliable service they expect of Metro, we adjusted service levels to better match our available workforce on November 29, 2021, which resulted in an approximately 10% MetroBus service decrease. In order to achieve a more sustainable service level, Metro suspended six routes while reducing either frequency or span of service on another 21 routes. Making these critical service adjustments allowed Metro to better meet its scheduled service, and bus reliability improved immediately (with only 1.5% of trips missed after the service change).

However through December 2021 and into the new calendar year, a series of exogenous factors have temporarily compromised our service again. Call-offs related to an isolated safety incident and the holiday season were compounded by a surge in COVID-19 cases, which overall has decreased Metro's current operator availability such that we continue to miss many scheduled trips.



Metro aims to maintain consistent service and is working hard to provide as much scheduled service as possible. The agency prioritizes bus trips in parts of our region with higher minority and low-income populations, which coincide with communities that traditionally have higher transit utilization. Metro intends to hold bus service as steady as possible for its customers, but further adjustments to bus frequency may be necessary in the short-term. Our expectation is to recover operators who are currently out due to healthcare-mandated quarantines. However in the meantime, the continued level of missed trips may warrant service adjustments that enable MetroBus to better meet its scheduled service. Current passenger loads could be distributed across less frequent but more consistent service. MetroLink scheduled service plans to remain steady, with a new class of light rail operators currently underway to alleviate its workforce shortages.

Meanwhile, in order to complement fixed route service and fill gaps where bus reductions have occurred, the Via Metro STL service has expanded. In November 2021, the South Zone expanded north to Manchester Road, and a third “West Zone” was added to cover employment and healthcare destinations along Outer Forty Road. This expansion has included ongoing growth of both the Via fleet and driver pool, and operational adjustments have enabled Via to absorb new rider demand throughout December and into January. Via nearly doubled its monthly completed rides from October (2,700 rides) to December (5,000 rides), and experienced 200% growth in unique riders over the same time period. Heading into 2022, Metro staff continue to work closely with Via to make operational adjustments that will: improve booking reliability; reduce wait times for customers; develop stronger customer communication.



## CAPITAL PROGRAM UPDATE

### FLEET MAINTENANCE & MODERNIZATION

#### Enhancements – Bus and LRV CCTV Upgrades

**Project Summary:** The project replaces on-board CCTV camera equipment manufactured by Safety vision 6000K PRO installed on bus fleet in 2007 and LRV fleet in 2009. The equipment has reached end of useful life. New Safety vision 4816 IP cameras will be installed on Bus & LRV fleet.

**Project Budget:** \$1.8M

**Project Status:**

- Bus upgrades completed in May 2021.
- LRV upgrades scheduled to begin Jan 27<sup>th</sup> and estimated completion July 1, 2022.

#### Bus Replacement

**Project Summary:** We are obtaining a total of twenty-one new Gillig buses in the FY21 capital budget cycle, including fifteen 35' diesel and six 40' battery electric buses.

**Project Budget:**

6 battery electric Gillig buses - \$5,550,840

15 Diesel buses - \$7,388,970

**Project Status:**

15 – 35' Diesel buses delivered; 7 of the 15 are being commissioned to go into service.

6 battery electric buses awaiting Trapeze to complete commissioning.

The manufacturers are experiencing delays in production due to parts shortages. We are awaiting news of scheduled delivery dates.

#### Call-A-Ride Van Replacement

**Project Summary:** Forty new Ford Transit/ Arboc Low Floor Paratransit Vans have been ordered for Call-A-Ride. Many Call-A-Ride vans are currently beyond their useful life- the result of several years of difficulty obtaining vans due to a lack of materials including chassis, and difficulty in manufacturers' ability to reach Buy America requirements. Looking ahead, staff is contemplating changes to the composition of the Call-A-Ride fleet that will allow us to better support customer demand and maintain a reliable fleet.

**Project Budget:** The estimated budget for these forty vehicles is \$5,412,000.

**Project Status:** Delivery has been delayed due to a lack of available chassis for the new vans from Ford. Vans were ordered in March 2021. At this time, three of forty chassis are expected to be available by January 2022, while the availability of the remaining thirty-seven is unknown.



## Light Rail Vehicle Replacement

**Project Summary:** Metro’s original light rail vehicles (LRVs) are nearing the end of their 30-year useful life and must be replaced to ensure reliable system operation. After conducting a thorough assessment of the existing 87-car LRV fleet, Metro is proceeding with design and procurement of twenty-four LRVs; this represents one-third of the required peak fleet and 20% spare ratio.

Metro is working alongside Hatch LTK on the conceptual design, industry assessment, and technical specification of this new LRV fleet. This process includes evaluating interest and capacity to develop LRVs that fulfill system integration requirements, including integration with Metro’s existing overhead catenary system, weight distribution requirements over our network of bridges and structures, and adherence to our dynamic envelope requirements to ensure clearance at stations and facilities. This process also seeks to evaluate the potential for more innovative design features, including integration of modern technology, an extended-car profile, onboard battery electric storage systems, and potential facility modifications. Once technical specifications have been defined, Metro will proceed with developing a request for proposals (RFP) for rail car manufacturers.

**Project Budget:** \$154,927,343

**Project Status:** Metro and Hatch LTK have developed existing system requirements and engaged all project stakeholders and developed and released a request for information (RFI) from rail car manufacturers. We requested RFI follow up meetings with prospective carbuilders; conceptual extended length LRV functional design criteria discussions; initiated specification development; completed autonomous operation feasibility analysis and joint procurement feasibility analysis updated to reflect cost and scheduling impacts. Independent Cost Estimate is currently being drafted and RFI follow up meetings with prospective carbuilders, including CAF, Stadler, and Siemens. Virtual workshops tentatively scheduled Jan-24 through Feb-4 to draft Specifications. RFP for LRV production in spring of 2023. The first new LRVs would be delivered as early as 2025, dependent on procurement timeline and production schedules.

## Electric Bus Infrastructure

**Project Summary:** Project includes installation of charging infrastructure to support the new and forthcoming fleet of battery electric buses. The charging infrastructure consists of depot charging at the Brentwood Maintenance Facility and on-route charging at the North Broadway Transit Center.

**Project Budget:** \$10,300,000

**Project Status:** The project is substantially complete. The chargers are in use and are sufficiently charging buses as needed to enable bus operation. The project is currently in a prolonged period of contract closeout, with efforts underway to fine tune the functionality of chargers and the charge management system to achieve a product that meets the requirements of Vehicle Maintenance and MetroBus Operations.



## METROLINK INFRASTRUCTURE

### Grand Station Elevator Hoistway Structural Repairs

**Project Summary:** The project addresses urgent repairs to the upper level entrance concrete slab and masonry hoistway walls to reduce risk and return to service. Professional engineered permanent supports shall be installed by contractor based on discovery from destructive testing performed on both the Northbound and Southbound hoistways. Additionally, the deteriorating concrete stair treads will be replaced with new fiberglass stair treads to increase their service life.

Total Incurred Cost: \$300K

**Project Status:** Metro's Inspection consultant concurrent with a contractor performing investigative destructive testing and these repairs. The NB elevator hoistway repairs were started on Aug 9, 2021, with elevator returned to service on Oct 22, 2021. The SB elevator hoistway repairs were started on Nov 16 2021, with the elevator expected return to service on or before Jan 31, 2022. Total costs incurred by Operating Budget is approximately \$250,000. \$50,000 for engineering design services and \$100,000 for each hoistway repairs. Currently, the Contractor has completed all structural repairs and demobilized the site.



### Track System Upgrades

**Project Summary:** The project includes multiple track system upgrades to the Phase 1 MetroLink Alignment including: Plymouth Avenue Grade Crossing Renewal; Grand Diamond Removal; Ewing Avenue Grade Crossing Renewal; Civic Center Restraining Rail Curves; and Broadway Avenue Restraining Rail Curves.

**Project Budget:** \$4,560,000

**Project Status:**

Design activities have been completed and the construction contract has been awarded to RailWorks Track Services, Inc.

Contractor mobilization to site targeted May 2022. Project completion anticipated FY2023.



## Eads Bridge / Laclede's Landing Station Brick Repairs

**Project Summary:** As part of Metro's Transit Assets Management (TAM) program, structural inspections of the Eads Bridge and Laclede's Landing Station revealed deteriorating tuck pointing and brick work. Staff recently launched a two-phase maintenance program. Phase 1 will provide immediate repairs, replacing missing bricks and tuck pointing the remaining loose bricks. Phase II will involve soliciting contracted support for the remaining brick replacement and tuck pointing.

**Project Budget:** The total project budget is unknown at this time.

**Project Status:** Metro is currently seeking a qualified vendor that possess the necessary high rail equipment and historical structure experience to provide cost estimates for Phase I and Phase II, along with the ability to provide emergency repairs for Phase I.



## Union Station Tunnel Rehabilitation

**Project Summary:** The project will entail the structural rehabilitation of the existing tunnel. The scope of work will include phased tunnel construction (foundations, cast in place reinforced concrete abutments, strengthen and re-use existing steel girders), all surface site work, and standpipe, which would supply water from street level fire hydrants down into the tunnel in case of a fire emergency. All of the tunnel outside of the track area will be backfilled with lightweight flow-able backfill to prevent future collapse of the tunnel and satisfy NEPA requirements.

**Project Budget:** \$51,916,000

**Project Status:**

Design activities are currently 90% complete.

Construction is anticipated to begin in spring 2022 and completed by spring 2025.

## Downtown Tunnel Rehabilitation

**Project Summary:** Project entails structural repairs at various locations within the Downtown Tunnel and the replacement of the existing standpipe, which would supply water from street level fire hydrants down into the tunnel in case of a fire emergency.



**Project Budget:** \$5,023,000

**Project Status:** Design activities have been completed. Currently preparing procurement documents for construction services. Construction is anticipated to begin in spring 2022 and completed by the spring 2024.



## Skinker Bridge Rehabilitation

**Project Summary:** Project entails structural repairs of the existing bridge along with new MetroLink rail and rail connectors.

**Project Budget:** \$1,982,000

**Project Status:**

Design activities have been completed and the construction contract has been awarded to KCI. Construction is anticipated to begin in fall 2021 and completed summer 2022.

## Parkway Interlocking and Richmond Heights Siding

**Project Summary:** An additional rail crossover and rail siding is necessary to achieve reliable levels of service during the future rehabilitation of Skinker and Big Bend Tunnels. The additional crossover will allow MetroLink cars to move from one track to the other and will be located west of the Forest Park – DeBaliviere Passenger Station. The new Richmond Heights siding will be located adjacent to the existing Richmond Heights Station. The siding will consist of roughly 300 feet of unelectrified storage track and allow for the storage of work trains and equipment during the rehabilitation of the respective tunnels.

**Project Budget:** \$4,500,000

**Project Status:**

Design activities are currently 90% complete with completion anticipated by the end of October 2021. Construction is anticipated to begin in spring 2022.



## METROLINK STATION & METROBUS NETWORK IMPROVEMENTS

### Illinois Parking Lot Resurfacing and Maintenance Program

#### (These projects are coordinated and authorized with our partners at St. Clair County Transit District.)

**Project Summary:** The project entails rehabilitating MetroLink Parking Lots in St. Clair County. In the past two summers, parking lots at 5<sup>th</sup> and Missouri, Emerson Park and Belleville have been either sealed, resurfaced or completely reconstructed. Along with the parking lots, improvements to the bus lanes have also been performed including patching, resurfacing or complete reconstruction.

**Project Budget:** \$5,173,500

**Project Status:** The parking lot work at Belleville and Emerson Park Stations was recently completed (pictured below). Resurfacing of the parking lots at Fairview Heights is currently under design. Sealed bids will be requested from contractors in Spring of 2022, with construction taking place in the Summer and Fall of 2022. Design of the resurfacing for the Swansea lot and sealing of Shiloh-Scott AFB lot is scheduled to be completed by Fall, 2022 with construction taking place in 2023.



### Parking Lot White Topping Resurfacing Project

**Project Summary:** Project entails overlaying existing parking lots at UMSL South, Rock Road and Wellston MetroLink Stations with four inches of fiber reinforced concrete. Upcoming concrete white topping plans for UMSL South and Wellston stations pictured below.

**Project Budget:** \$2,928,383

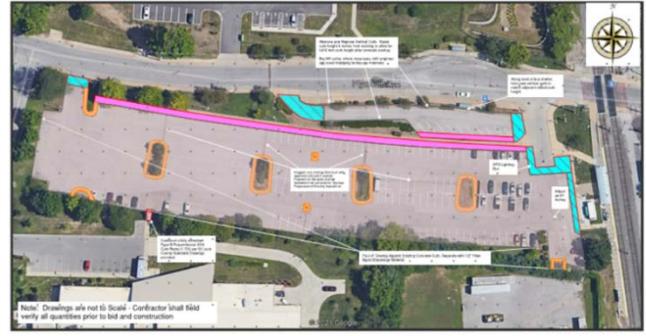


**Project Status:** Design activities have been completed and sealed bids have been requested from contractors. Construction is anticipated to begin in Spring 2022 and completed Summer 2022.

QMSL SOUTH METROLINK STATION - 4 INCH CONCRETE OVERLAY



WELLSTON METROLINK STATION - 4 INCH CONCRETE OVERLAY



- 4" Heavy Fiber Reinforced Concrete Overlay, 4" x 4" Jointing Pattern
- Full Depth Pavement Removal & Replace in Existing Utility, 4" PCCP on 4" Rock Base, Expansion, of Subgrade Indicated in 2019 Field or PCCP on 4" Rock
- 4" White Mill & Overlay, 4" Deep Area Curb & Walkers Transitioning to 4" Mill of Old Mill Overlay to Existing, No Mill, 4" of Existing Curb & Walkers that do not meet 1/2" Floor Expansion Joint Between Driveway and Existing Curb
- 4" Concrete Curb & Ramp Transition from 4" Overlay to Paved with Existing Pavement, Small Square Foot Pads of Ramp Overlay
- Transition 4" Mill Joint Along Existing Sewer over 4" width
- Transition 4" Mill Joint Along Existing Landscaping by Replacing 4" Mill Joint with 1/2" Floor Expansion Joint Between Existing Curb and Overlay, 4" Area Curb and Retention
- Transition 4" Mill Joint Around Perimeter of Structure

- 4" Heavy Fiber Reinforced Concrete Overlay, 4" x 4" Jointing Pattern
  - Thickened Edge, 4" PCCP, Curb Included, on 4" Rock Base Existing pavement (asphalt or concrete)
  - 4" Concrete Curb & Ramp Transition from 4" Overlay to Paved with Existing Pavement, Small Square Foot Pads of Ramp Overlay
  - Transition 4" Mill Joint Along Existing Sewer over 4" width
  - Transition 4" Mill Joint Along Existing Landscaping by Replacing 4" Mill Joint with 1/2" Floor Expansion Joint Between Existing Curb and Overlay, 4" Area Curb and Retention
  - Transition 4" Mill Joint Around Perimeter of Structure
- GENERAL NOTES (Typical for all 3 Parking Lots in this Contract):**  
 1) General observations of all structural steel projects to be done under the direction of the Structural Engineer. The contractor shall be responsible for obtaining all necessary permits for the project.  
 2) The contractor shall be responsible for obtaining all necessary permits for the project.  
 3) The contractor shall be responsible for obtaining all necessary permits for the project.  
 4) The contractor shall be responsible for obtaining all necessary permits for the project.  
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 9) The contractor shall be responsible for obtaining all necessary permits for the project.  
 10) The contractor shall be responsible for obtaining all necessary permits for the project.

### Illinois Bus Pads and Shelters

**(These projects are coordinated and authorized with our partners at St. Clair County Transit District.)**

**Project Summary:** This project installs concrete bus stop pads along with incidental curb, sidewalk and shoulder paving at various locations in St. Clair County. Phase I and Phase II both installed nine concrete pads. Phase III installed 17 concrete pads, including 14 locations on IDOT Right of Way. Maintenance staff installed bus shelters at all locations after the concrete pads were constructed. Metro staff also installed shelters at five locations where SCCTD designed and constructed concrete pads. Recently improved stops in Fairview Heights pictured below. Phase IV will construct two bus stops at Highway 50 and Dean Avenue in O'Fallon, as well near 8<sup>th</sup> and Main St. in Belleville. No further locations identified.

**Project Budget:** \$1,147,155

**Project Status:** Phases I-III are complete as of Fall 2021. Phase IV is under design and FTA environmental review. These stops should be constructed in 2022 barring any unknown environmental or design issues.



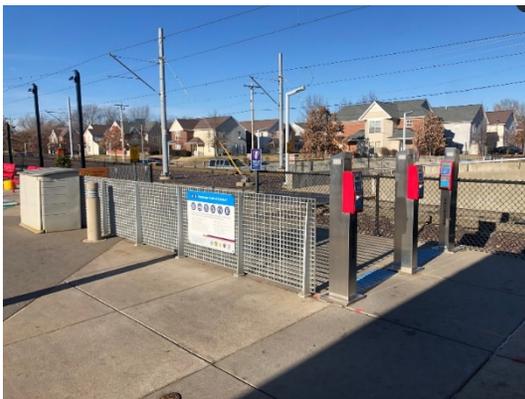


## MetroLink Station Z-Crossing Projects

**Project Summary:** Project entails reconfiguration of pedestrian track crossings to ensure that patrons face oncoming trains prior to crossing tracks. Z-Crossings will be installed at both Wellston and Belleville Stations. Previously constructed Z-Crossings at Emerson Park and Fairview Heights are pictured below.

**Project Budget:** \$1,332,937

**Project Status:** Design activities for both locations are complete. The Belleville Z-crossing construction contract was awarded and construction will begin in the Winter of 2022, and completed by Summer 2022. The Wellston location will receive sealed bids in Spring 2022 with construction occurring in the Summer and Fall of 2022.

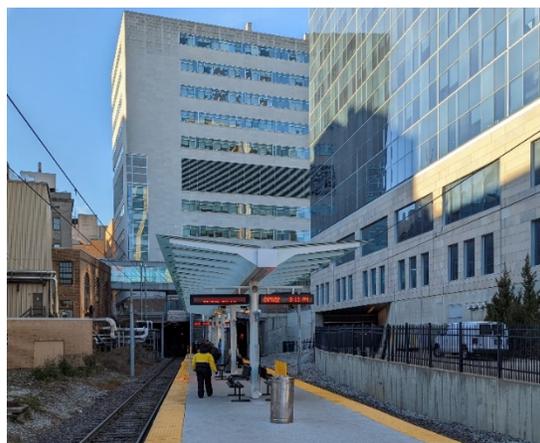
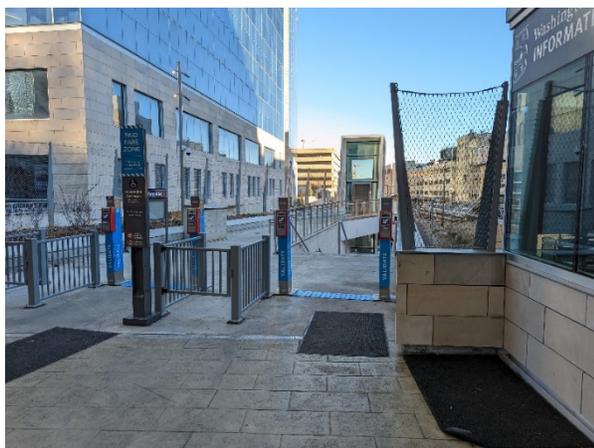


## Central West End MetroLink Station Rehabilitation Project

**Project Summary:** Project constructed a new staircase, elevator and canopy as well as resurfaced the platform surface. The project was constructed in partnership with the Washington University School of Medicine, who provided funding to design and construct the project.

**Project Budget:** \$1,409,862.00 (BSD Share)/\$6,750,000 (WUSM Share)

**Project Status:** Construction is complete with exception of two sections of barrier fence that is currently being fabricated. The project is expected to be completed in Winter 2022.





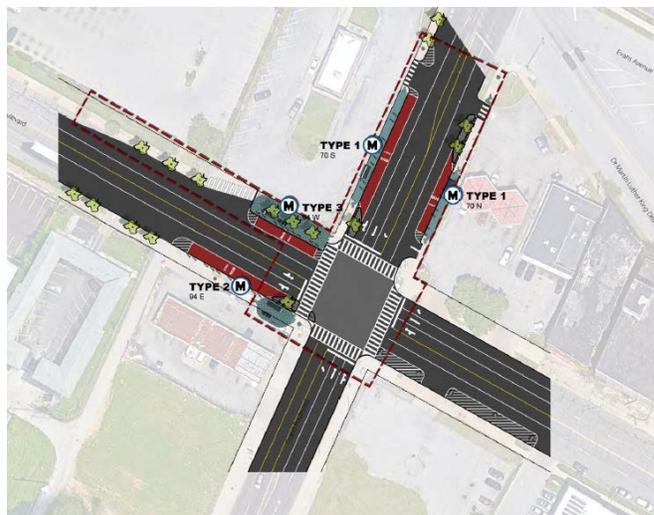
## Community Mobility Hub Project

**Project Summary:** The project plans for infrastructure investments at bus stops located at major transfer points along the MetroBus network, enhancing rider experience, safety, and accessibility.

**Project Budget:** \$437,500 (federal discretionary funding)

**Project Status:**

- Preliminary planning work and schematic drawings prepared for four hub sites to move forward into construction
- Numerous stakeholder feedback discussions conducted with elected officials, neighborhood groups, local government officials, and nonprofit partners.
- Construction is anticipated to be out for bid and under construction in 2022.



## Communications System - CCTV Upgrades Airport – Delmar

**Project Summary:** The project replaces obsolescent equipment and technology to improve system security by introducing 360 degree CCTV cameras and upgrading existing cameras on MetroLink platforms, parking lots, signal & train control buildings, substations, and communication equipment rooms, where new Carrier Transmission System equipment shall be installed to improve bandwidth for Video & Supervisory Control & Data Acquisition (SCADA). The project is divided into two phases Phase 1 - Airport to North Hanley (3 miles) & Phase 2 - N. Hanley to Delmar (5 miles). Terminal 1 and North Hanley Station’s CCTV installations are pictured below. New optical fiber infrastructure in 4-way microduct along mainline tracks connect all adjacent signal houses, substation, and communication equipment rooms. The Wellston station communications room, which is prone to flooding shall be relocated/replaced during Phase 2.

**Project Budget:** \$3.8M

**Project Status:**

Airport – North Hanley Construction is nearing completion; Equipment and fiber testing planned for February 2022.

North Hanley - Delmar 30% design by On-Call Communication Design Service contractor is in final review and construction phase procurement is targeted to begin in February 2022. Construction Award



anticipated April 2022, with anticipated construction period of performance 12 months; Project completion anticipated June 2023.



## SAFETY & SECURITY

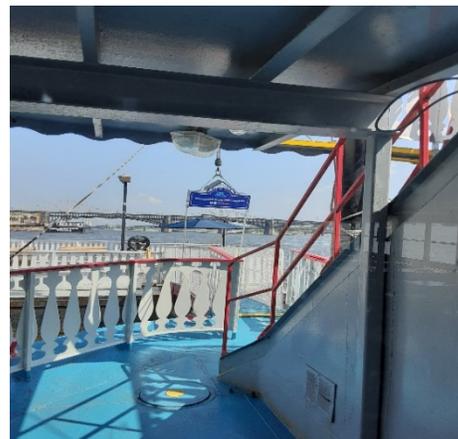
### Port Security Grant Program – Tom Sawyer River Boat CCTV Cameras

**Project Summary:** The project adds additional CCTV cameras on upper, middle, and lower deck of the Tom Sawyer Riverboat to more effectively mitigate criminal activities. Tom Sawyer participated in full scale exercise with the St. Louis Area Maritime Security Committee (AMSC) to focus directly on the security risk.

**Project Budget:** \$25K

**Project Status:**

Installation of CCTV equipment begins January 2022.





## Video Management System (VMS)/Communication Transmission System (CTS) - Real Time Camera Center

**Project Summary:** The VMS/CTS – Real Time Camera Center (RTCC) project will install new high definition cameras at each of the MetroLink stations and strategic locations employing CPTED principles and replace the obsolete VMS system installed in 2013. Remote viewing capability will be carried over hardened fiber optic network and integrated through a common Video Management System (VMS) platform. Increased CCTV quantities across the system, equipment, and staff necessitates the new RTCC at Main Shop facility, 3300 Spruce, St. Louis. Public Safety will have access to live and archived/recorded video over a common VMS platform, which delivers needs of the Metro CCTV User Group.

**Project Budget:** \$14M (FY22-FY25)

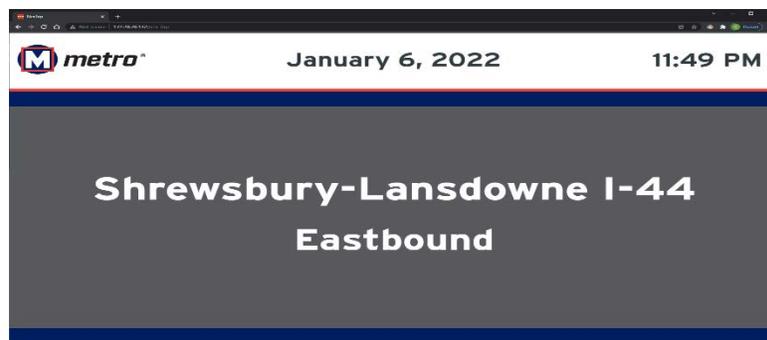
**Project Status:** CCTV User Group consensus on VMS solution based on third party market research options and recommendation. Once RTCC budget is available, servers, monitors, and equipment shall be procured, while Facility Maintenance self-performs minor remodeling of targeted space at Main Shop. CCTV cameras, equipment, storage, analytics, licensing, etc. will be procured at the same time. Installation schedule will be available at a later date.

## Public Address/Customer Information System Upgrades (PA/CIS)

**Project Summary:** The Public Address Customer Information System (PA/CIS) Upgrades Project consists of replacing obsolete PA/CIS equipment (Station Controllers, LED Message Boards, Speakers, Amplifiers, and Cabling) at all MetroLink Stations. Features include: new LCD video message boards displaying three rows of text for Red Line Train Arrivals, Blue Line Train Arrivals, and Date/Time/Ad Hoc messages (see example below); enhanced audio voice quality; improved circuit distribution for sustained audio coverage; and Real Time Vehicle Location GPS data points for asset management and scheduling.

**Project Budget:** \$7.8M

**Project Status:** PA/CIS System Upgrades Final Design is complete and nearing equipment acquisition phase to purchase LCD signs, pending sign layout approval by Marketing & Operations Divisions. Project is 22% complete. GPS mapping of the entire MetroLink Alignment for Real Time Vehicle Location inputs have been collected. The PA/CIS solution is developed by Collins Aerospace (ARINC) and providing major bill of materials. ARINC requested FTA Buy America waiver to save the project approximately \$400K, which will be applied to additional LCD signs (stations with elevators will have street level LCD signs). Construction Phase Budget is underway and anticipated procurement for installation services targeted to begin April 2022. Anticipated construction completion August 2023.



## OVERALL PERFORMANCE

### Metro Transit Operations At-A-Glance

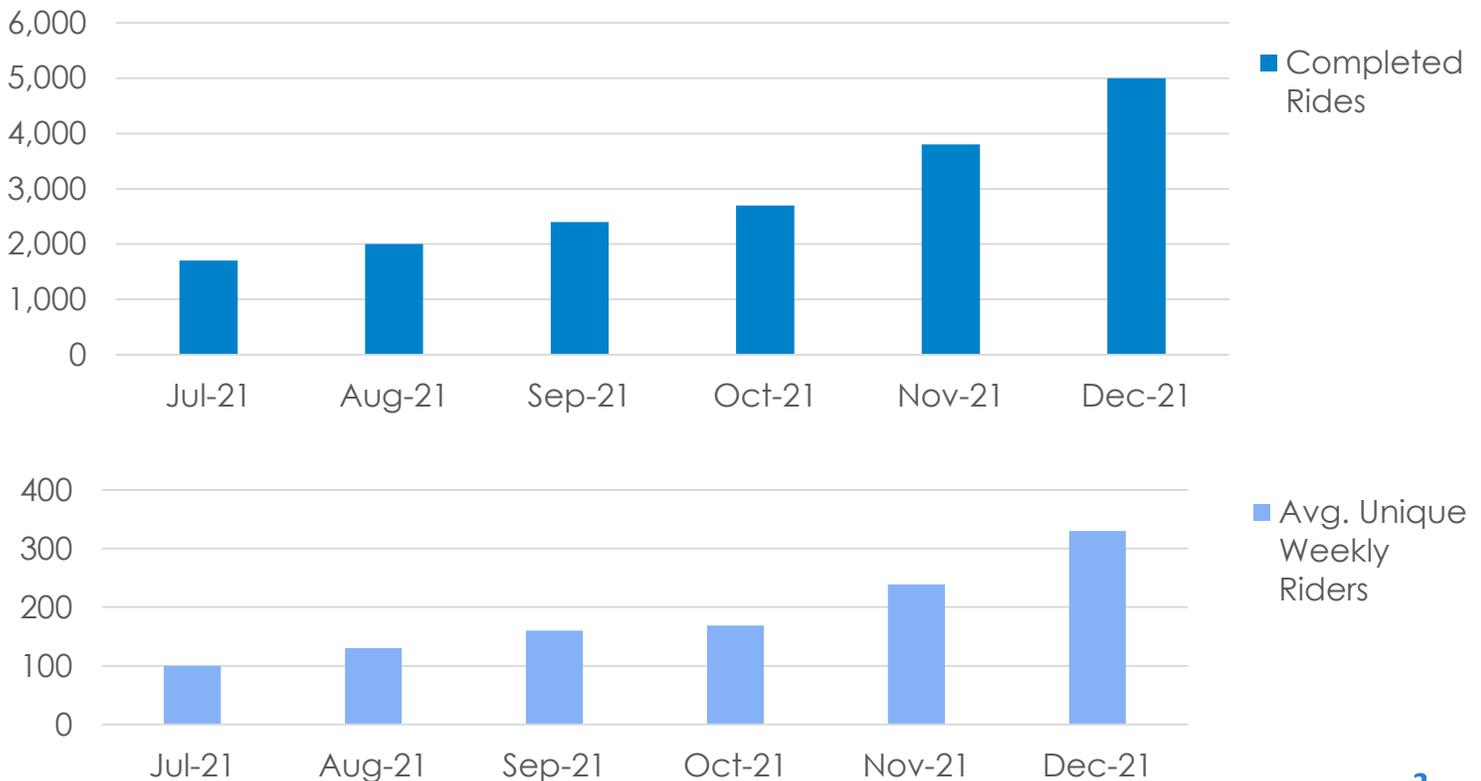
YTD FY22 Performance Measures	MetroBus Fixed Route + Special Services	FY22 vs. FY21	MetroLink	FY 22 vs. FY21	Call-A-Ride	FY22 vs. FY21
System Ridership	6,035,000	2.6%	3,221,300	14.7%	176,200	(-13%)
Missouri	5,293,600	2.5%	2,522,000	15.5%	176,200	(-13%)
Illinois	741,400	2.8%	699,300	11.7%		
Revenue Miles	7,306,200	2.1%	1,430,800	2.8%	1,851,300	(-12%)
Revenue Hours	525,600	2.5%	62,100	1.8%	104,600	(-14%)
On-Time Performance	88.5%	-2.1%	98.0%	0.1%	92.9%	(-3.9%)
MetroBus + MetroLink 12-Month Rolling Average Fare	\$1.00*	(-0.6%)	Call-A-Ride 12-Month Rolling Average Fare		\$0.72*	(-38%)
Financials	YTD FY22 Actual		YTD FY22 Budget		Budget Adherence	
Expenses (Transit)	\$116,334,400*		\$131,865,300*		(-\$15,530,900)/(-12%)*	
Passenger Revenue	\$7,705,300*		\$9,254,300*		(-\$1,549,000)/(-17%)*	
Farebox Recovery Ratio	6.6%*		7.0%*		(-6.0%)*	

\* Financial figures represent July – November 2021

## Call-A-Ride Passenger Trip Requests, December 2021

Passenger Trip Requests	# of Trips	Percent of Trip Requests
Scheduled and Made	27,263	57%
Cancelled by Passenger	8,053	17%
No-Shows	1,358	2.9%
Missed Trips	64	0.1%
Van Unavailable – Capacity Denial – ADA Riders	10,303	22%
Van Unavailable – Capacity Denial – NON ADA Riders	26	0.1%
Van Available – Adversarial Denial – All Riders	371	0.8%
Eligibility, Beyond Hours or Boundaries	23	0.0%
<b>Total Trip Requests</b>	<b>47,461</b>	<b>100.0%</b>

## Via Metro STL, FY22 Year-To-Date



- Operator shortages across all modes have resulted in missed trips and trip denials, impacting service quality and ridership recovery.
- The November 29 service change initially reduced missed MetroBus trips to roughly 2% of scheduled trips (versus 6% missed before the service change). These improvements have slowed, due to absences related to COVID-19 and winter holidays. Metro continues to monitor the potential need for additional service changes.
- Call-A-Ride is working to accelerate hiring drivers, as ADA trip denials reached 10,000 in December, compared to 28,000 trips scheduled and completed.
- In December, fixed-route standardized ridership was up by 6.3%, with 3,150 more passenger trips as compared to December 2020 (after a dip in recent trends in October and November). The mild and temperate weather was likely a factor, as MetroLink experienced increases of 12.7% on an average weekday.
- Overall 2<sup>nd</sup> quarter MetroBus trends were down compared to 1<sup>st</sup> quarter FY22, likely driven by continued service reliability challenges and Missouri service reductions in Fall 2021. In Illinois where service levels were not reduced and missed trips are minimal, ridership gains are still at (+4.8%) compared to Missouri at (+5.4%).
- Via Metro STL expanded its service in late November to complement MetroBus service in areas and at times of day with low bus ridership. Via completed 850 weekly rides in the month prior to expansion, compared to 1,200 weekly rides since then. Via is adjusting to this growth with more drivers and vans.
- The Metro Connect partnership with Lyft continues to provide rides that link customers to nearby transit centers as part of their overall transit trip. In November, Metro subsidized over 1,400 Lyft rides to 150 unique riders, in keeping with trends since the bus service reductions began in September.

## STANDARDIZED FIXED-ROUTE RIDERSHIP (TOTAL SYSTEM)

