



# City of Lawrence



**KU**  
PARKING  
& TRANSIT  
The University of Kansas

2016 TIGER VIII APPLICATION  
CITY OF LAWRENCE TRANSIT SYSTEM & THE UNIVERSITY OF KANSAS

2nd Congressional District, Rep. Lynn Jenkins

Submitted April 29, 2016

DUNS: 030692461



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# APPLICATION SUMMARY

<b>PROJECT NAME</b>	Lawrence Multimodal Transfer Facility		
<b>LEAD APPLICANT</b>	City of Lawrence Transit System		
<b>CONTACT INFORMATION</b>	Robert Nugent, Transit Administrator (785) 832-3465 rnugent@lawrenceks.org		
<b>PROJECT TYPE</b>	Urban		
<b>PROJECT DESCRIPTION</b>	Construction of Multimodal Transfer Facility, including primary bus hub, four levels of parking, bike lockers and pedestrian connections at 18th and Naismith on Lot 90 at the University of Kansas.		
<b>PROJECT COST</b>	\$30,589,200	<b>TIGER VIII FUNDS REQUESTED</b>	\$15,589,200
<b>LOCAL MATCH SOURCE(S) &amp; AMOUNTS</b>	\$11,000,000 (KU — bonded) \$ 4,000,000 (City — sales tax)	Total: \$15,000,000	
<b>NEPA STATUS</b>	Categorical Exclusion expected September 2016		
<b>PROJECT CONSTRUCTION SCHEDULE</b>	May 2018 – January 2019		
<b>PROJECT BENEFITS</b>	<p><b>State of Good Repair:</b> Reduce roadway damage in downtown Lawrence. Covered facility will extend life of capital assets.</p> <p><b>Economic Competitiveness:</b> Enhance mobility of workers.</p> <p><b>Quality of Life:</b> Connects and prioritizes multimodal transfers.</p> <p><b>Environmental Sustainability:</b> Facility to include green design elements.</p> <p><b>Safety:</b> Reduce pedestrian/vehicle conflicts.</p>		
<b>BENEFIT-COST ANALYSIS RESULTS</b>	Categorical Exclusion expected September 2016		
<b>LADDERS OF OPPORTUNITY</b>	Provides connections to the new Dwayne Peaslee Technology Training Center—an adult education center which brings educational resources from area community colleges, technical schools, and the Lawrence Public Schools.		
<b>INNOVATIVE ELEMENTS</b>	New transit and parking technologies will be included.		

# INTRODUCTION: STRONG PARTNERSHIP THROUGH COORDINATION

## Project Summary

The project will construct a new multimodal facility on the east half of the existing parking lot at Naismith Drive and 18th Street on the University of Kansas campus, in Lawrence, Kansas.

## “A bus is a bus is a bus.”

These are the words most often heard from transit officials when describing the coordination of two transit systems in Lawrence, Kansas. The transformation of two distinct systems into what is perceived by their users as a single system has been achieved through hard work and coordination over the last decade.

The two primary centers of the transit systems are downtown Lawrence, at 7th and Vermont, and Jayhawk Boulevard on the University of Kansas campus. Both of these locations serve as activity centers in their own right and as primary transit hubs where routes of each respective system come together and enable passenger transfer opportunities.

## History

KU on Wheels was started in 1971 as a private, student-fee funded bus

system for students at the University of Kansas. With the acquisition of its own fleet in 2007, administration of KU on Wheels moved from Student Senate to KU Parking & Transit. KU on Wheels’ primary focus is getting students to class. The Lawrence Transit System was formed in 2001 to provide public transit in Lawrence, and while it had a route that crossed campus, the two systems did not work together in any way until a 2005 study of transit at KU indicated that joining forces would be beneficial.

Since then, the level of public transportation coordination and partnership in Lawrence has been extensive. These efforts have resulted in considerable improvements in efficiency and effectiveness of the coordinated services currently provided by Lawrence Transit and KU on Wheels.

## Service

Lawrence Transit provides fixed route and demand response service to a 30-square-mile area within the jurisdictional boundaries of the City of Lawrence. It is a “coverage” based service which provides access to transportation for nearly the entire city. This service is operated on weekdays and Saturdays throughout the year.

KU on Wheels provides on-campus circulators and service in high volume corridors off campus. This service is primarily operated when the university is in full session.

## Coordination

The commitment to improved transportation and coordinated efforts between Lawrence Transit and KU on Wheels is reflected in our joint mission statement.

The joint efforts of Lawrence Transit and KU on Wheels include using a common service provider, annual Transit Guide publication, Google

Transit feed, website, universal fares, customer service, operations and planning, state and federal reporting, and a joint operations facility.

These efficiencies have led to significant increases in ridership and national recognition, and complement “town-gown” coordination between the university and city in the areas of planning, public works, emergency services (police, fire-medical, etc.), parks and recreation, arts and culture, and utilities, among many others.

*“Together, the City of Lawrence and University of Kansas will provide safe, convenient, affordable, reliable and responsive public transportation services to enhance the social, economic, educational, and environmental well-being of the community.”*

*Joint Mission Statement*



*Mass Street, the heart of Lawrence*



*Jayhawk Boulevard, KU’s National Historic District*



# PROJECT DESCRIPTION

## LOCATION

The city of Lawrence is located along I-70 in northeast Kansas, approximately 20 miles east of Topeka, and 35 miles west of downtown Kansas City, Missouri. It is situated along the banks of the Kansas and Wakarusa Rivers.

Lawrence is a college town and is home to The University of Kansas and Haskell Indian Nations University. It is represented by representative Lynn Jenkins, and U.S. Senators Pat Roberts and Jerry Moran.

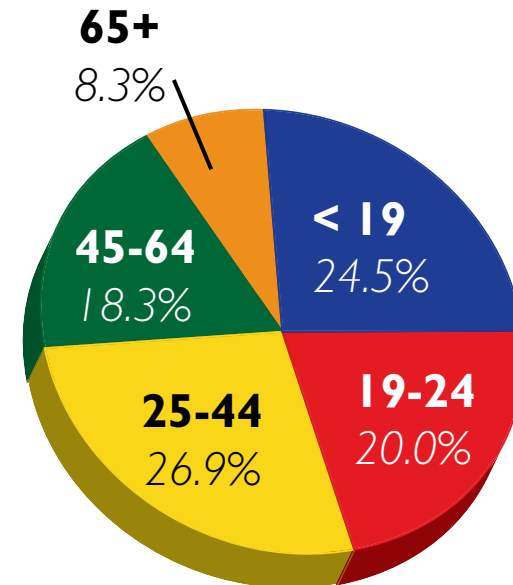
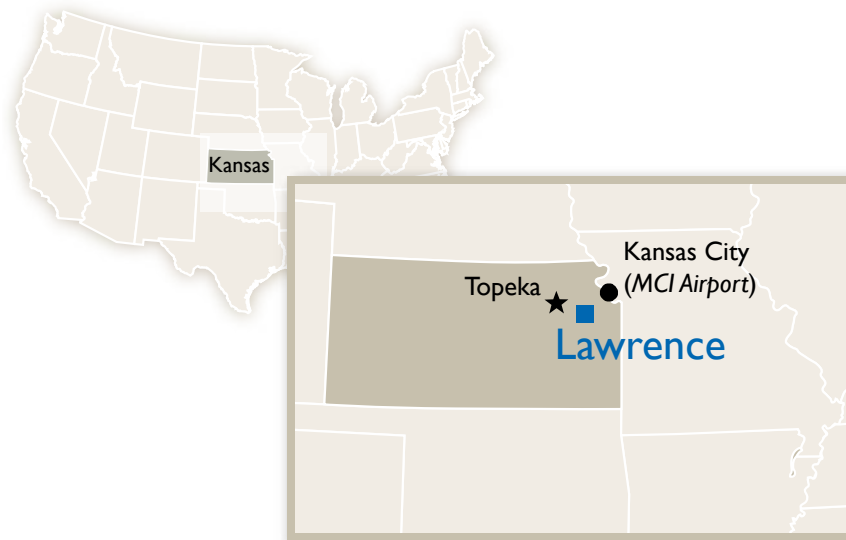
Lawrence is the sixth largest city in the State of Kansas and is the county seat of Douglas County. According to the 2010-2014 U.S. Census American Community Survey (ACS), Lawrence has a population of 90,194.

Haskell Indian Nations University has almost 1,000 students. The University of Kansas' enrollment is over 28,000 students.

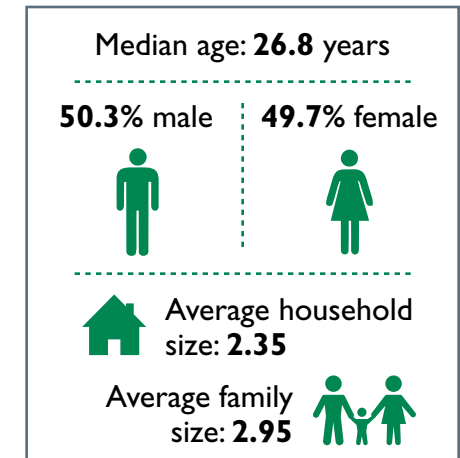
Major retail employment is found along the corridors of 6th, 23rd, and south Iowa streets, while the two major non-retail employment centers are at the opposite ends of Lawrence, East Hills Business Park and VenturePark on the far southeast edge of town, and Santa Fe Industrial District on the far northwest edge.

ACS data indicates that 2.4% of the population commutes to work on public transit. However, ridership on public transit in Lawrence averages approximately 3 million passengers a year. To better understand the higher ridership, it is important to note that 23.8% of the population is not in the work force and 33.1% of the population is currently enrolled in college.

The high level of rental occupied housing units (54.4%), and the fact that 30.5% of the population lived in a different housing unit than the previous year, support these numbers.



Population of Lawrence by age.





## EXISTING FACILITIES

While downtown Lawrence is the cultural center of Lawrence, it is not the economic center. Most transit passengers are passing through downtown to make a transfer, not going downtown as their destination. Taking this into consideration helped broaden thinking about where a transit hub could be located for transfers.

The current downtown transit transfer hub at 7th and Vermont is limited in space due to the small geographic area of downtown, continued developmental pressure, and mismatches in land use with businesses. The transfer hub has been relocated three times in as many years to accommodate construction

projects and has experienced frequent closures due to parades, races, and other special events.

Over the years, these challenges have presented persistent, ongoing operational issues resulting in both disruptions, which result in considerable and ongoing costs, and failures in service. It is nearly impossible to quantify the aggravation expressed by passengers when buses must move to different locations depending on the event, often with little or no notice.

Attempts to address these issues have forced Lawrence Transit to incur additional capital and operational expenses. Development in the downtown has continued at an accelerated pace, all but eliminating

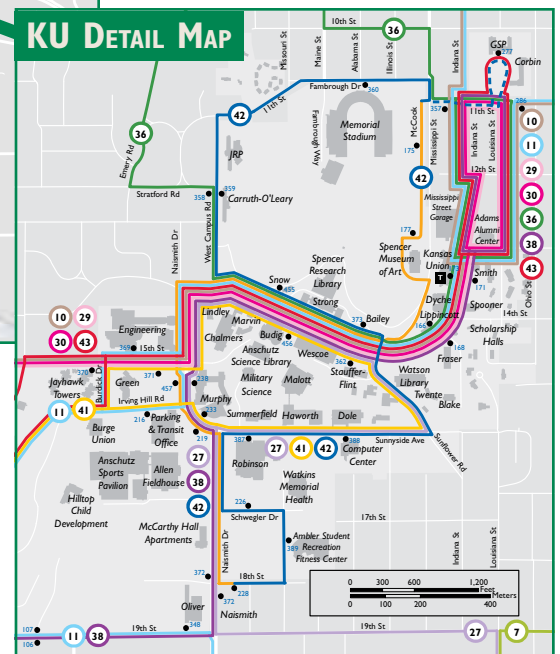
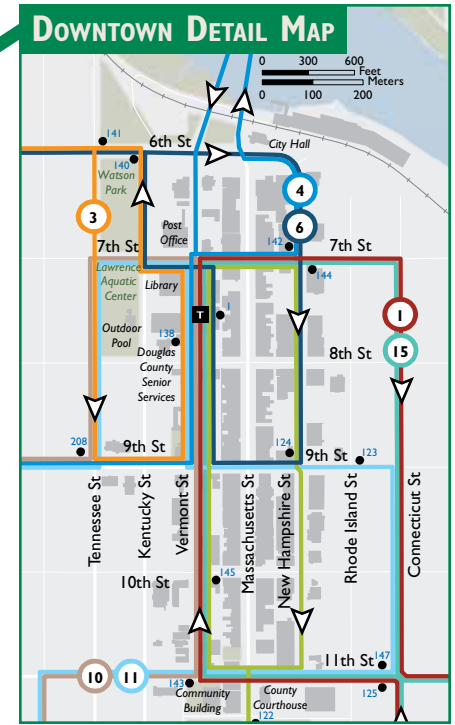
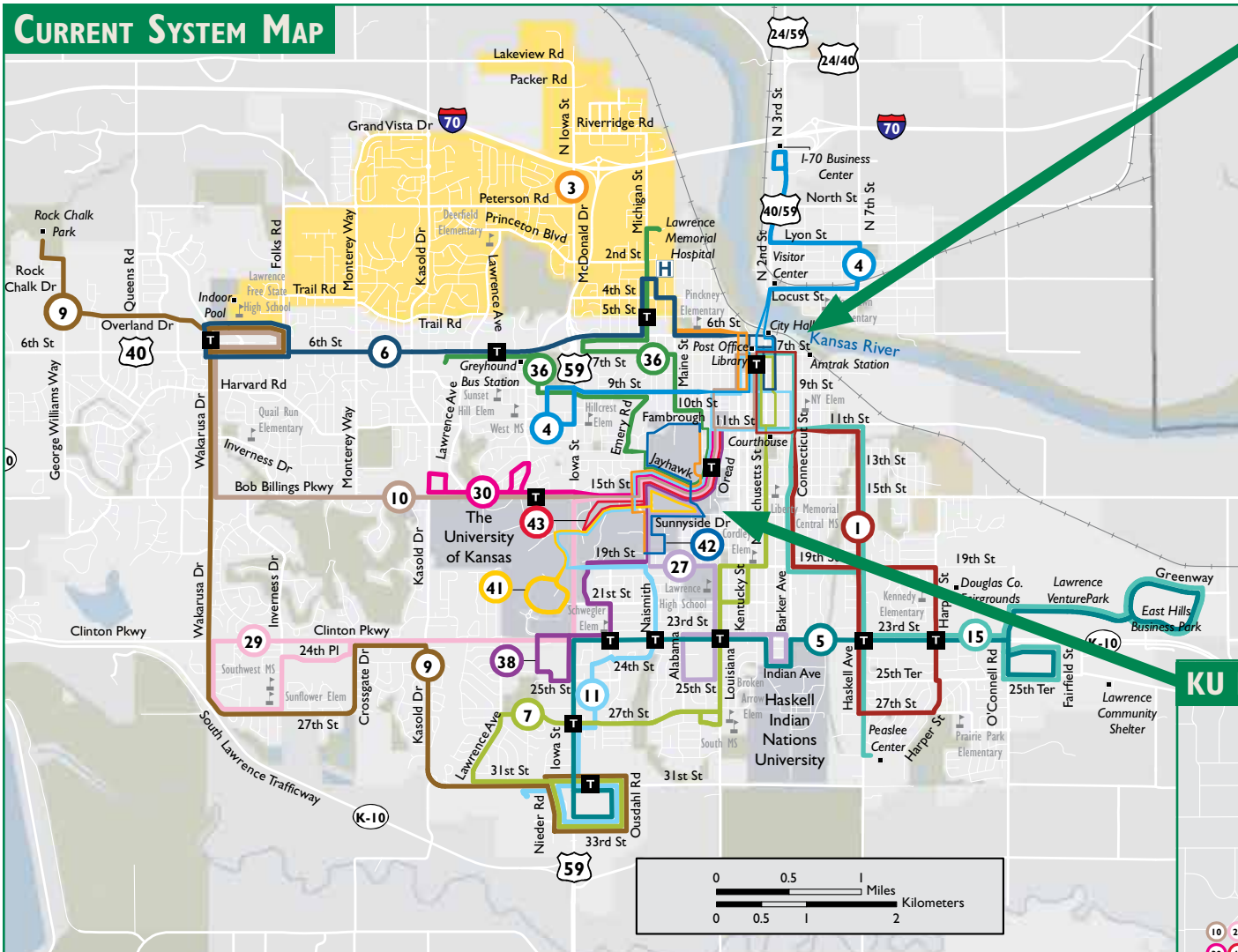
available space to relocate on a temporary or permanent basis.

Over the past five years, Lawrence Transit has made numerous attempts to find an alternate site in the downtown area that could serve as the primary hub for transfer activities. Two sites, in particular, were examined: The first was the redevelopment of the Lawrence Public Library. As part of the initial design work, Lawrence Transit made efforts to incorporate transit operations into the proposed parking garage. This failed due to lack of available space and potential pedestrian conflicts. The second site was the Burlington Northern Santa Fe rail depot, long considered a candidate for a city transit hub. The potential repurpos-

ing of the depot failed due to space limitations and concerns raised by both neighbors and BNSF.

These unsuccessful attempts and the continued increasing demand for service instigated the process to identify a permanent location for a city transit hub. Lawrence Transit could then engage in long-term operational planning and capital investments knowing the location, size, and capacity of the transit center. This would also give Lawrence Transit certainty in planning vehicle acquisition and capital investments, such as bus turn-outs along potential alignments accessing a new transit center. The results of the Lawrence Transit Center Location Analysis are described on page 7.





I appreciate Lawrence Transit so much, because if it wasn't for them, I wouldn't have a job, and I would have to walk 45 minutes twice daily to get my child to school. What a blessing!

*Johnelle Hymon  
Lawrence Transit Passenger*



## Operational Factors

Lawrence Transit provides limited bus transfer opportunities between four routes at 31st and Iowa and between three at 6th and Wakarusa. As the result of Lawrence Transit's "hub and spoke" design, the majority of transfers that occur between routes occur at 7th and Vermont, which is served by eight different routes. On the KU campus, transfers occur between ten different routes in the linear corridor of Jayhawk Boulevard. The current system map is shown on page 4.

The 7th and Vermont location provides transit access to a wide geographic area within the community, enabling transfers for the 80% of passengers passing through downtown in order to complete their trip. To operate at this location, vehicles must line up along the curb of the existing street.

This operating configuration lacks dedicated off-street parking for buses, preventing dwell time opportunities for transit vehicles, and requiring passengers to walk up to 400 feet and/or cross a major street mid-block to complete their transfer. The lack of available space has significantly limited Lawrence Transit's ability to improve frequency or expand service to meet increasing demand.

The space needed to operate in this fashion is approximately 330 linear feet – 50 more than the 280 linear feet currently available. This forces

vehicles to dwell closer (too close) together, preventing vehicles from pulling out at random since there is not enough room to operate safely. A complicating factor of the current location is that it is bordered on both the north and south ends by access driveways, as well as being bisected by an additional driveway near the middle. A diagram of the site is shown at right.

Circulation to the location is further complicated by the fact that all the vehicles must face north to reach the designated curb; in order to accommodate safe and efficient transfers, all the vehicles must be facing the same direction. This causes a high level of inefficiency in both inbound and outbound routing of service within the confines of the downtown.

Passenger confusion is also exacerbated by the linear operation. This configuration often necessitates passengers having to walk long distances along the sidewalk to find their bus.

Due to the lack of space and the



amount of activity in the area around 7th and Vermont, pedestrian safety has become an ever-increasing concern. Located directly across from the transfer location are the Lawrence Public Library and Douglas County Senior Services. Passengers often cross the street to access these amenities at mid-block, rather than traveling all the way to the crosswalks at either end of the block. With the high traffic volume at the library and adjacent parking facilities, pedestrian-vehicle conflicts are prevalent and frequent. This conflict is even more of a concern because transit vehicles are large and difficult to operate in the confined spaces

available for transit operations.

These issues will be addressed in the proposed Multimodal Transfer Facility. Most importantly, the new facility will have space specifically designed to accommodate buses, and a dedicated bus terminal with bays. Circulation will be clear because bus and car traffic will be separated. The facility will also have specific space allocated for bicycle racks and lockers and other amenities that provide convenience and accommodate alternative modes of transportation. The existing deficiencies, as well as the other goals and opportunities of the Multimodal Transfer Facility, will be addressed in the new facility.





## Other Facilities & Areas of Coordination

Lawrence Transit and KU on Wheels maintain separate administrative offices but share an operating facility, located at 1260 Timberedge Road. Jointly developed in 2010, this facility is located approximately four miles northwest of downtown Lawrence and 3.5 miles north of the KU campus. It meets the needs of both entities for these functions, and therefore does not require replacement or modification.

There are many examples of other ways the city and university work closely together:

### PROCUREMENT

Coordination has also been a key factor of joint procurement between Lawrence Transit and KU on Wheels. In addition to the joint operating facility, joint requests for proposals have been issued for a common service provider with individual contracts and pricing. Having one service provider allows both transit systems to realize significant operational efficiencies, enabled through joint planning and factors like driver cross-training and communications systems. Joint procurement enables

the city and university to leverage available funding opportunities for maximum effectiveness in areas such as vehicle acquisition and the purchase of fuel.

**Vehicles**—Coordination of fleet needs works in both directions. The city and university jointly operate high ridership routes, allowing the city to diversify its fleet and decrease their reliance on larger buses. The City has also been able to utilize grant funds to assist KU in their fleet requirements.

**Fuel**—With annual contracts for fuel purchases of the combined quantity of fuel needed by Lawrence Transit and KU on Wheels, both realize substantial savings.

### JOINT OPERATIONS AND PLANNING

All three entities – City, university, and service provider – participate fully in the operations and planning for both systems. That includes weekly operations meetings, public outreach efforts, and customer service materials, such as our award-winning joint map and Transit Guide, combining all of our routes for Google Transit, a single website, as well as a shared customer service phone number.



### BUS STOP SIGNS

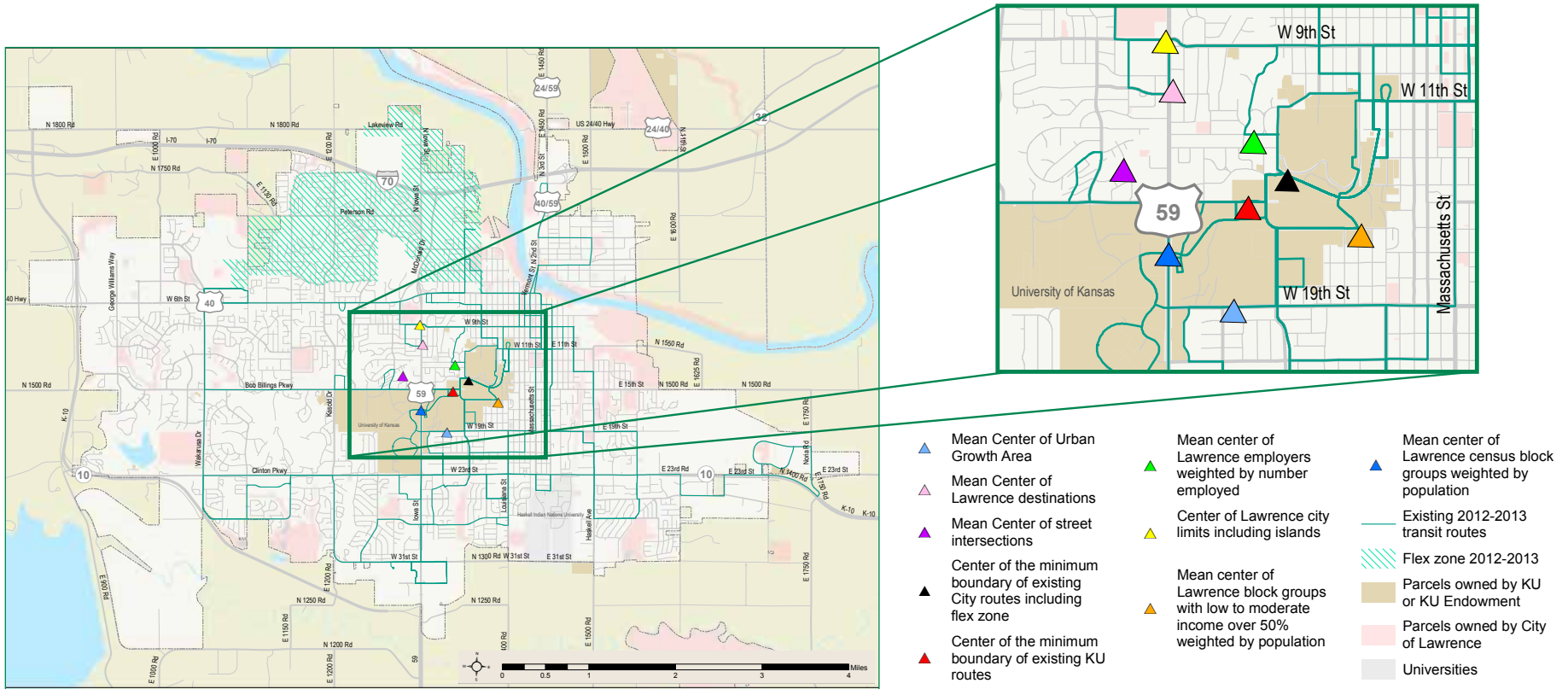
When Lawrence Transit redesigned the bus stop signs, new signs were installed not just at the existing city bus stops, but also along all of the KU bus routes, both on and off campus. This was a key component of implementing new technologies, such as a texting service, which passengers use to learn estimated arrival times of their next buses. It also reinforces the coordinated efforts because the signs are consistent everywhere, instead of two different kinds of signs – or no signs – depending on the route and location.



### RIDERSHIP

Joining forces brought KU on Wheels into the realm of public transit, rather than private. By combining KU's annual ridership with Lawrence Transit – along with universal fares – Lawrence has the highest public transit ridership in the State of Kansas, increasing each year to now approximately 3 million rides per year, up from just under 1 million in 2009.





## Location Analysis

In 2014, Lawrence Transit completed the [Lawrence Transit Center Location Analysis](#) to determine the best location for a transit transfer center outside of the downtown area. This analysis was based on a variety of socio-economic and transit-related geographic parameters, which were used to identify where this new facility should be located. Once these centers were plotted on a map, the majority of them fell on or near the university (see above). This location analysis further emphasized the unsuitability of downtown as a transfer location, being too far to the north-

east compared to the mean centers of the city.

Multiple sites were examined and narrowed down to three possibilities. Unfortunately, none of these locations were ultimately considered viable, so the city and university worked together to identify alternate locations nearby. Upon review of the [2014-24 Campus Master Plan](#), as well as the already in progress redevelopment of the Central District of campus, Lot 90 was recommended as the best possible location for the Multimodal Transfer Facility, accelerating the construction of a future parking garage at this site.

## OTHER STUDIES

A variety of studies have been completed or are currently being conducted which highlight the need for better multimodal facilities to transform the connectivity of all modes to one another across the entire city. Three studies are currently underway: a Comprehensive Operational Analysis; a Bikeshare Feasibility Study; and Lawrence Safe Routes to School. Completed studies include [Transportation 2040](#); the [Fixed Route Transit and Pedestrian Accessibility Study](#); the [Coordinated Public Transit Plan](#); the [5-County Regional Transportation Planning Study](#), which was ex-

panded with the [I-70 Corridor Transit Feasibility Study](#); the [Commuter Park & Ride Study](#); the [19th Street \(Barker to Iowa\) Practical Road Safety Assessment](#); and [Complete Streets – A Study of Considerations for the Future of Multimodal Transportation](#). A recent review of [ITS Infrastructure](#) and the [Existing and Proposed Bikeways Map](#) will also inform the design of the Multimodal Transfer Facility.





# PROJECT OVERVIEW

The proposed Multimodal Transfer Facility will be located in Lot 90 at 18th and Naismith, just west of Amble Student Recreation Center. The proposed Multimodal Transfer Facility will serve four key functions:

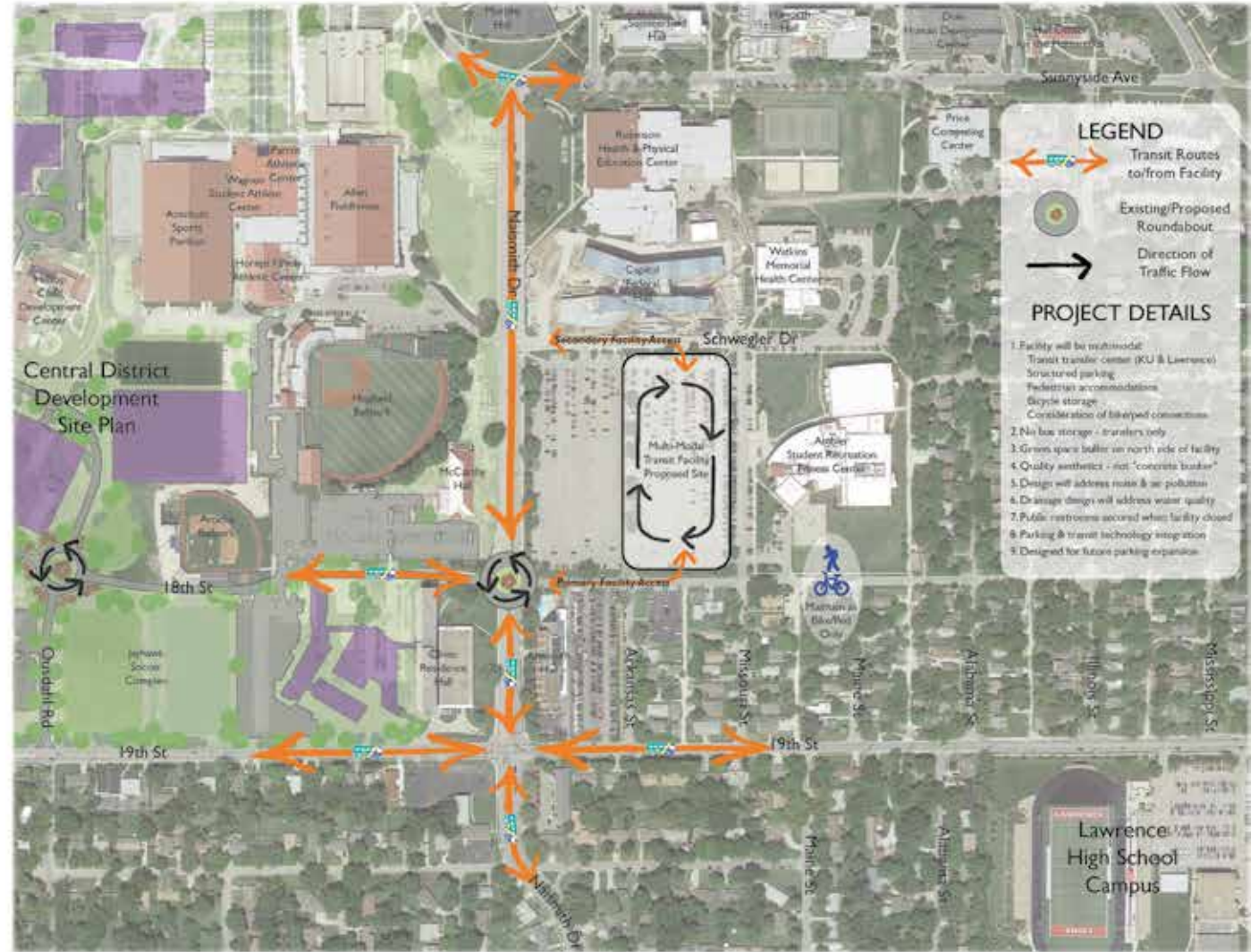
- transit transfers
- transit amenities
- parking
- bike infrastructure

This Multimodal Transfer Facility will be a central location for passengers to transfer from one route to another in order to get to their final destination, providing both local users and also users of the K-10 Connector intercity service – provided by Johnson County Transit – the ability to travel across town more efficiently.

The multimodal facility will also greatly improve and ease access between parking and alternate modes of travel. In the 2014-2024 Campus Master Plan, Lot 90 is identified as a location for a future parking garage site.

The pedestrian environment on campus is rivaled by no other place in our community when it comes to access. The Multimodal Transfer Facility will provide ready access to the well-developed pedestrian system on campus, as well as the links to pedestrian facilities connecting to the community.

FIGURE 3: OVERVIEW OF THE MULTIMODAL TRANSFER FACILITY



For bicyclists, the facility provides access to a system of bike friendly corridors on campus with direct links to well-developed bike corridors throughout Lawrence.

**“A transfer location off 18th Street and Naismith Drive fits in with recommendations from the previous bus transfer study, which identified an area surrounding the University of Kansas [...]”**

*Lyle Hettinger, Chair  
Public Transit Advisory Committee*



# PROJECT DETAILS

FIGURE 4: RENDERING OF THE MULTIMODAL TRANSFER FACILITY PROJECT



The ground floor of the facility includes 12 bus bays to expedite passenger transfers between local bus routes. The design of the transfer area will seek to eliminate pedestrian-vehicle conflicts by providing a controlled area for transfers between buses and modes. Located on the periphery of the building will also be bus pull-out bays for inter-city bus service and over-the-road coaches. The first floor would include areas for bike storage such as bike racks and lockers.

Amenities provided on the first floor will aid passengers, pedestrians, cyclists and parkers using the facility. Covered waiting areas will be provided, with public seating areas and restrooms. Real-time bus information displays will aid travelers in identifying bus arrival times. Live surveillance will monitor activities both inside and outside of the facility.

The upper floors of the facility will provide permit and hourly paid parking for 1460 vehicles. Net revenues generated from the parking will be used to underwrite the cost of operating transit service and specifically this facility. Innovative technologies will be implemented, including license plate recognition, gateless toll collection and permit validation with digital signage to help users know if there are parking spaces available in the garage.

The facility will be designed in accordance with current sustainable design practices, incorporating numerous sustainability aspects such as parking for fuel-efficient vehicles, light pollution controls, and storm-water pretreatment systems. In addition, photovoltaic power generation will be evaluated.

Concrete pavement will be used in the bus bays so that wear and main-

tenance costs will be minimized.

## TECHNICAL

The following major connectivity linkages are included in the construction of the Multimodal Transfer Facility and will dramatically improve the access and connectivity for city-wide users of the Lawrence transit system; students, faculty, and visitors to the University of Kansas; and neighboring non-student and student residents wanting easy bicycle or walking access to a major transit hub capable of delivering them to most points in the city.

### *Transit Transfer Opportunities*

Incorporating the Multimodal Transfer Facility into this location will allow the city to optimize the transit routing and transfer opportunities of all routes. The current transfer center is located on the northeastern

edge of the city and requires the majority of transit users to spend time traveling in a non-direct path in order to transfer and access their final destination. The relocation of the transfer point to a central location, near the geographical center of transit demand, will allow for more efficient routing, as well as creating synergies with increasing travel options to the University of Kansas, which is the largest employer in Lawrence. In addition, the multimodal facility would serve as the primary access point for the K-10 Connector. The K-10 Connector route is operated by Johnson County and provides an important connection linking employment and educational opportunities in both Overland Park, Kansas, and Lawrence, Kansas, as well as connecting to the broader Kansas City Area Transportation Authority's broader regional transit network.

### **Bicycle and Pedestrian Link**

The facility will incorporate bike lockers on the ground floor and is adjacent to a pedestrian only route linking the site to the adjacent residential neighborhood. In addition, the facility is located within 450 feet and 800 feet of one private and one university residential hall, housing more than a thousand students within easy walking distance of the Multimodal Transfer Facility. This location, along with the presence of bicycle lockers in the multimodal facility will allow pedestrians or bicyclists from the surrounding neighborhoods or university easy access to the route network of Lawrence Transit.

### **Parking and Supportive Infrastructure for the University and Central District**

Incorporating parking in the Multimodal Transfer Facility will provide a net gain of 675 parking stalls over the current amount, and will provide revenue for ongoing facility maintenance and transit operations. This additional parking will help replace parking lost to intensified development associated with KU's Central District plan. The parking can also facilitate Park & Ride movements as users park at the structure, and then access transit connections on the ground floor. A roundabout will be constructed at 18th Street and Naismith Drive. This roundabout will support both the additional trans-

portation network and traffic generated as part of the higher density use of the Central District, as well as traffic movements associated with transit vehicles and cars accessing the Multimodal Transfer Facility.

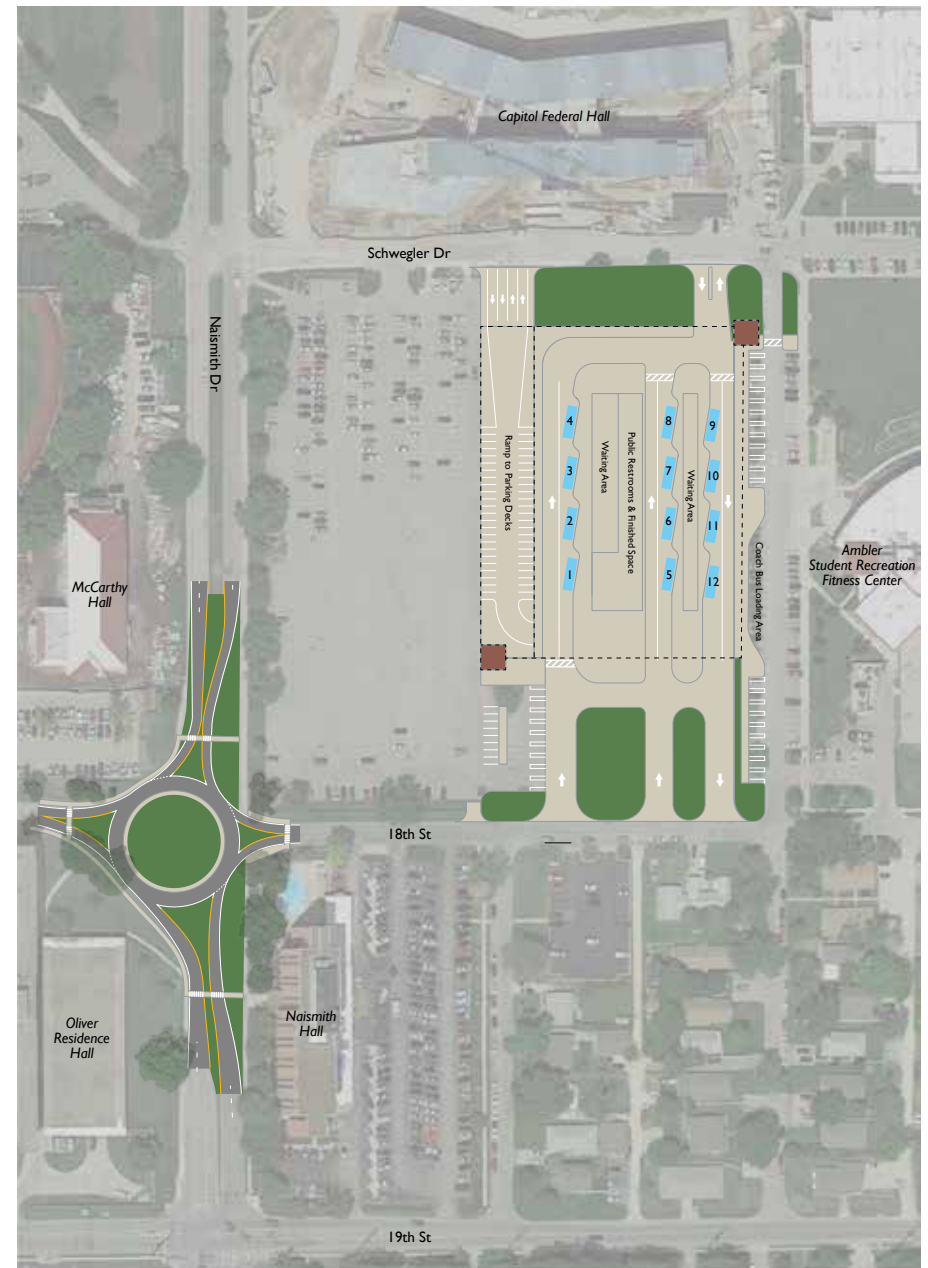
### **TRANSIT COMPONENTS**

The Multimodal Transfer Facility leverages the economic benefits that already occur from increasing transit usage or encourage bicycle and pedestrian travel, and maximizes the economic benefits that can be generated through multimodal connections. This project will provide Lawrence residents and visitors connections to local and regional transit carriers, including the potential to incorporate future intercity bus connections. Therefore, the project would fund the following to make these connections:

**Interior bus bays** to accommodate twelve 40-foot transit buses. This will provide a space, protected from the elements, for all city routes to converge in one location simultaneously and allow easy, timed connections between routes.

**Exterior bays** for 2 coach or charter vehicles. This will increase the flexibility of the Multimodal Transfer Facility, and provide access to the over-the-road coaches used by the K-10 Connector route to Johnson County.

**FIGURE 5: MULTIMODAL TRANSFER FACILITY**



### **Integration of bicycle lockers**

Bicycle lockers will encourage the use of cycling to the Multimodal Transfer Facility. The convergence between bicycle facilities and transit access will allow pedestrians and bicyclists to effectively expand the range of their travel.

### **Integrate transit and parking technology**

Integration of AVL and real-time signs at the transit facility will inform users when their desired bus will arrive and remove the anxiety associated with waiting. Parking technology will allow users and university parking staff to understand when the garage is reaching parking capacity and prevent needless vehicle circulation. Bi-directional language and control on the parking decks' access ramps will allow the structure to accommodate peak traffic flow events.

### **Public restrooms**

The Lawrence Transit system currently lacks restroom facilities available to passengers. This decreases the appeal of transit use and imposes an emotional and physical burden on passengers who currently lack access to convenient and safe bathroom facilities while waiting for the bus.

### **Driver restrooms and break rooms**

Lawrence Transit suffers an operational constraint by the lack of dedicated bathroom facilities for drivers. This requires drivers to utilize facilities of businesses adjacent to transit stops, creates friction between transit and nearby businesses, creates potential negative health impacts for operators, and hinders driver recruitment and retention. The Multimodal Transfer Facility would provide dedicated driver restrooms and break rooms.

### **Administrative space**

The Multimodal Transfer Facility would provide administrative space to support the administrative function of Lawrence Transit. The current Lawrence Transit administrative office is located several blocks away from the existing transfer location. This is inconvenient for passengers wanting to buy bus passes, access Lost & Found, or applying for paratransit status. In addition, the current disconnect between the existing administrative office and existing transfer center may decrease the sense of security. The facility would allow Lawrence Transit Administrative staff to directly oversee the transit center, while also providing opportunities for users to buy parking passes, applying for paratransit status, or other customer service functions. The administrative space will also feature a conference room that could accommodate public meetings.

## **PARKING COMPONENTS**

The Lawrence / KU Multimodal Transfer Facility would provide parking for the following four purposes:

- Replacement of surface parking displaced from the current parking lot.
- Parking for the transit center, Park & Ride users, and bicycle / pedestrian users.
- Additional parking to support future development.

The parking developed as part of this Multimodal Transfer Facility will support transportation uses for both students and faculty of KU, visitors, and drivers utilizing the facility as a Park & Ride. While 785 surface parking spaces will be consumed by the multimodal facility structure and site, the four parking decks will provide 1,460 stalls. This provides a net gain of 675 spaces.



# PROJECT PARTIES

TABLE I: PROJECT PARTIES AND THEIR CONTRIBUTION

AGENCY	ROLE / CONTRIBUTION
LAWRENCE TRANSIT SYSTEM	\$4,000,000 \$50,000 Grant support (consultants) Has technical, financial, and legal capacity to complete this TIGER project
CITY OF LAWRENCE	City Commission Letter of Support for Application Public Works and Planning will participate in construction
University of Kansas	Land Design & Construction Management participation in design and construction Administration, supervision, maintenance of Multimodal Transfer Facility Existing Transit Operations Facility
KU Parking & Transit	\$11,000,000 bond for grant match Ownership and operations of facility Parking fees to support transit
Kansas DOT	Funding for planning studies that supported the project Letter of Support
USDOT	Support through planning studies that supported the project
ECONOMIC DEVELOPMENT CORPORATION OF LAWRENCE AND DOUGLAS COUNTY	Letter of Support
LAWRENCE PUBLIC TRANSIT ADVISORY COMMITTEE	Letter of Support
JOHNSON COUNTY TRANSIT	Letter of Support



### **About Lawrence**

Founded in 1854.

Named one of the National Trust for Historic Preservation's Dozen Distinctive Destinations, calling Lawrence an example of the "best preserved and unique communities in America."

A good place to start and grow new companies, INC. magazine nationally ranked Lawrence 28th on the list of "50 Best Small Metro Areas."

Dr. James Naismith, inventor of basketball, lived and coached in Lawrence most of his adult life. The KU Jayhawk basketball program is among the best in the country.

Read more about Lawrence at [lawrenceks.org/about](http://lawrenceks.org/about).

### **Transit Awards**

2002-2003, 2003-2004, 2007-2008, 2008-2009, 2009-2010, and 2014  
FTA Region 7 Ridership Award – Largest increase in ridership in Kansas

2007 APTA – AdWheel Award – Annual Report 2007

2012 APTA AdWheel Award – Best Schedule Notice/Timetable Award

2010 KPTA – Transit System of the Year

2012 ESRI Award – Single map product – Large format-in-house copy



### **About KU**

Ranked #1 nationally in City Management/Urban Policy and Special Education (U.S. News & World Report)

Ranked #2 nationally in NIH grants and contracts for pharmacy research

34 active companies created from KU research

26 Rhodes Scholars

49 nationally ranked graduate academic programs (U.S. News)

50 states & 105 and countries represented by KU students

Current enrollment of 28,091

Largest employer in Lawrence with 9,000 employees.

# GRANT FUNDING & SOURCES / USES OF PROJECT FUNDS

## PROJECT BUDGET

The City of Lawrence Transit System is requesting \$15.7 million in TIGER 2016 funding, or approximately 51.1% of the estimated project construction cost. Appendix A contains the detailed project budget using the FTA Standard Cost Categories (SCC) format and a table of project elements by funding source.

**TABLE 2: USE OF PROJECT FUNDS**

SCOPE	% OF TOTAL COST	ESTIMATED COST
Site Development Costs	4.1%	\$ 1,250,000
Transit Level	6.5%	\$ 2,000,000
Parking Decks	61.5%	\$18,800,000
Facility & Operational Infrastructure	9.5%	\$ 2,920,000
Transit Level Finished Spaces	1.3%	\$ 400,000
Street/Intersection Improvements	3.3%	\$ 1,000,000
Professional Services	13.8%	\$ 4,219,200
Total Cost		\$30,589,200
<b>TIGER Request</b>	<b>51.1%</b>	<b>\$15,589,200</b>

**TABLE 3: SOURCE OF PROJECT FUNDS**

SOURCE	AMOUNT	DESCRIPTION
<b>TIGER Request</b>	<b>\$15,589,200</b>	
Lawrence Transit Local Match	\$4,000,000	Sales Tax Revenue
University of Kansas Local Match	\$11,000,000	Bond

**TABLE 4: LOCAL MATCH SPLIT**

TOTAL PROJECT COST		\$ 30,589,200
TIGER Request	51.1%	\$ 15,589,200
Local Match after Request	48.9%	\$ 15,000,000
Lawrence Cash Match	13.0%	\$ 4,000,000
KU Match	35.9%	\$ 11,000,000



# PRIMARY SELECTION CRITERIA

## SAFETY

The TIGER grant request for the Multimodal Transfer Facility will provide numerous safety enhancements.

The current transfer hub is located on street at 7th and Vermont. Pedestrian safety is a major concern at this location as many of the riders cross Vermont Street midblock to access amenities at the Lawrence Public Library or Douglas County Senior Services, rather than using the crosswalks at the ends of the block.

Vermont Street is a high-volume street, and with many buses, the opportunity for pedestrian-vehicle conflicts is too frequent. The proposed Multimodal Transfer Facility will address these concerns by

having an identified space for only bus transfers with a pedestrian only environment. Creating separate walkways in the transfer facility will minimize conflicts between vehicles and pedestrians. Removing bus operations from the 7th and Vermont location will remove the potential for conflicts between buses and automobiles that currently exists.

The area surrounding south campus has safety challenges. Naismith Drive sees a large amount of traffic in and out of campus. This traffic includes high volumes of vehicles throughout the day and many bicyclists and pedestrians. This leads to conflicts at intersections. The only signalized intersection is at 19th and Naismith. With the current traffic volumes,

left turns onto and off of Naismith are of concern. Traffic volumes will continue to grow on Naismith Drive with the redevelopment of KU's Central District west of Naismith Drive, which will be denser than the previous uses and will connect with Naismith via 18th Street.

The opening of the new KU Business School Building just north of Lot 90 in May of 2016 will also add more traffic to the area. The proposed Multimodal Transfer Facility will include the construction of a roundabout at 18th Street and Naismith Drive to enhance traffic operations on the corridor. This will not only help the buses move on and off of Naismith efficiently, but also support increased through traffic flow for all

users. Roundabouts have been found to reduce the severity of crashes by reducing speed and eliminating the likelihood of head-on collisions.

The current transfer location does not have any security cameras directed at the hub location. When incidents do occur at this location, there isn't footage to review. The proposed Multimodal Transfer Facility will be outfitted with security cameras, patrolled by KU Public Safety officers, and the office will be staffed during business hours. These security enhancements will make the proposed Multimodal Transfer Facility a more secure location than the 7th and Vermont location.

## STATE OF GOOD REPAIR

The Multimodal Transfer Facility contributes to the local and regional state of good repair of local transportation systems in multiple ways:

The Multimodal Transfer Facility is part of relevant state, local, and regional efforts to maintain transportation facilities. The current state of disrepair of the regional transportation system and accompanying road fund challenges, system maintenance and preservation are the number one identified local and regional transportation priorities.

With this in mind, the facility will be constructed in concrete – the higher initial construction costs are more than off-set by significantly reduced

life-cycle costs. These cost savings accrue over time in the areas of system maintenance, preservation and facility reconstruction.

Taking the transit hub out of downtown Lawrence will greatly reduce damage due to operating heavy-duty transit vehicles on asphalt streets, with fewer buses converging on asphalt streets in the downtown area that were not intended for this use. This will extend the life of these streets and reduce spot damage where the buses are currently dwelling. Degradation to current hub facilities (benches, traveler information signage) will be lessened because they will be covered in the new location and not exposed to the elements.

The buses will also see improved state of good repair because the transfers will be in a covered location. Additionally, the transfer hub in a more centralized location could reduce overall transit vehicles miles travelled (VMT) of the system, therefore increasing the life of vehicles.

The city faces substantial challenges in allocating resources to system maintenance and preservation. Accordingly, all new transportation infrastructure is evaluated on the basis of total lifetime cost of operation. Using this methodology does, in some cases, increase the capitalized cost of construction, but that increase in cost is an investment and significantly lowers lifetime costs for maintenance and preservation.

This project is appropriately capitalized up front and uses asset management approaches that optimize its long term cost structure. KU uses Maximo as its asset management system, and the project will include loading the project assets into Maximo to program schedule maintenance and facilitate ad hoc maintenance as needed.

The Multimodal Transfer Facility will be self-sustaining; parking tolls and permit revenue from the parking levels will be used for debt retirement of the facility and its operating and maintenance costs.



*KU Maintenance and Operating Facility. Constructed in 2010 to serve the needs of the coordinated transit services of Lawrence Transit and KU on Wheels.*

## ECONOMIC COMPETITIVENESS

More efficient transit is an important resource for the economic competitiveness of Lawrence, Kansas. When a company is considering starting up, expansion, or relocation, transportation infrastructure is one of the most important elements under evaluation. Considering how the company's workforce reach their place of employment is sometimes more significant than the skill level of the workforce, along with the physical connection between Lawrence's workforce generators (public schools, local training facilities, universities, etc) and local and regional employers. Connectivity is impacted by the relationships between local governments, the economic devel-

**“The central location for public transportation is located downtown and removed from the highest concentration of the local population, which is the University of Kansas. [...] Improved transit infrastructure is needed in the community to better align with current and potential users, to lessen single driver traffic, and increase opportunities for those seeking training and employment.”**

*Brady Pollington, MBA  
The Economic Development Corporation  
of Lawrence and Douglas County*

opment organization, and primary workforce generators and consumers.

Lawrence has a massive outflow of workforce to neighboring Topeka and Kansas City, with nearly 43% of the available local workforce leaving the community to find work. Efforts to bring new employment opportunities to Lawrence are focused on startups, expansion, and recruiting new employers. A major focus of these efforts includes 200 acres of development ready land at Lawrence VenturePark. Talks are ongoing with several companies, which will bring nearly 200 jobs to Lawrence in the next year, on top of five companies with almost 500 new jobs in 2015. The most significant of these is a 333 seat call center located at the terminal end of a Lawrence Transit's route 4 in North Lawrence.

Lawrence is very engaged, and most economic development interactions revolve around improving the community's ability to support new and existing businesses. A top priority is concentrating resources for those who are under skilled, underemployed, and from a disadvantaged status, and providing transportation to those who seek to gain more advanced skills and access to employment.



A recent example: Lawrence Transit was able to work together with the local Chamber of Commerce and economic development organization to provide public transportation to new local technical training facilities and the workforce center, connecting residents to training and employment opportunities. A white paper by the Lawrence Chamber of Commerce/EDC is included in Appendix B.

A centrally located Multimodal Transfer Facility will improve long-term efficiency, reliability, and cost-competitiveness in the movement of workers. The project will aid the development and redevelopment of land in Lawrence VenturePark and East Hills Business Park adjacent to K-10, on the far eastern edge of Lawrence. It will substantially boost the medium to long-term redevelopment of 200 acres, fostering the development of new manufacturing facilities in a cost-competitive production environment.

The central location ensures workers can easily access employment opportunities from anywhere in the community, and significant improve-

ments in bicycle and pedestrian facilities will mean greater mobility for workers either passing through or accessing the area as a job destination. University employees, especially, will benefit from this new transfer location, with a new ability to use public transit to access their jobs on campus more easily year-round, and not just the 156 days per year that KU on Wheels operates peak service.

The Multimodal Transfer Facility makes improvements that allow for expansion, hiring, or other growth of private sector production within Lawrence. Several firms that need to expand and must have ready access to transportation services, will be able to do so more efficiently. This will solve longstanding development and redevelopment issues relating to transportation in Lawrence that do not otherwise have a ready local solution.

Restructuring the transit system will allow the development of new private-sector investment in expanded production facilities and, coupled with local incentives, provide opportunities to stimulate the hiring



of additional production employees. This project will create immediate quality jobs in the engineering and construction professions during development and construction. The project's stimulus employment will mirror the type of job creation on any typical large transportation construction project, such as a major freeway bridge replacement or significant bus rapid transit deployment in a dedicated system.

The Multimodal Transfer Facility will increase local jobs. It will also leverage jobs associated with housing, commercial and employment-related redevelopment, as national economic recovery aligns with newly constructed transportation infrastructure. Not only will the facility promote growth in VenturePark, but also promote growth in East Hills Business Park and the Santa Fe Industrial District. Additionally, firms that have sought to locate in Lawrence but have been stymied by the level of available transportation infrastructure to grow in size and employment will finally be able to locate or expand facilities.

Perhaps the key outcome, along with significant and immediate job creation and leveraged economic development, is the forward-looking

integration of transit coupled with substantial bicycle and pedestrian improvements and as well as improved auto mobility. The Multimodal Transfer Facility increases the efficiency and effectiveness of the transportation system through in-

**“Providing adequate transportation services to those disadvantaged populations seeking to gain more advanced skills and access to employment centers is a priority.”**

*Brady Pollington, MBA  
The Economic Development Corporation  
of Lawrence and Douglas County*

tegration and better use of existing transportation infrastructure. The project will provide not only improved trip making throughout Lawrence, but also make much needed changes to access development and redevelopment areas.

Upgrading and centrally locating the transit system's primary transfer location will improve connections for residents, workers, and commuters. It will greatly enhance system efficiency and effectiveness through the 21st Century with integrated transit, pedestrian, and bicycle facilities to provide for and encourage alternatives to auto travel.

Additional improvements will be realized in better connections to regional service. Passengers who wish to use the K-10 Connector will have access to all of Lawrence with a sin-

gle centrally located transfer, not just one or two routes.

This transfer will also be safer and more efficient, as well as lending itself to greater potential efficiency of the K-10 Connector route, which will have direct access to this location on major streets, instead of a winding path through the West District of the KU Campus and an additional detour off the main roads for its off campus stop location at 19th &

Haskell.

The facility design will also allow for space where other intercity services may connect, such as future service between Lawrence and Topeka, Greyhound, or private services such as Megabus.



## QUALITY OF LIFE

The Multimodal Transfer Facility will have a significant positive impact on the Lawrence community.

The project's focus on improving transit, bicycle, and pedestrian facilities – and thereby prioritizing the creation of affordable and convenient transportation choices – is consistent with the first six livability principles developed by DOT with HUD and EPA as part of the Partnership for Sustainable Communities.

The existing transit center location and service structure is simply not sufficient to support the planned types and scale of redevelopment within our community.

The location of the proposed facility is close to the geographic center of the community – VenturePark and East Hills Business Park to the east, downtown Lawrence to the northeast, Santa Fe Industrial District to the north, and high concentrations of retail businesses to the south, around 31st and Iowa streets.

The project's location on the south edge of the University of Kansas campus provides immediate access to campus and improved access to all areas of our community. New development will be supported by an efficient and effective multimodal system that is centrally located.

## SUSTAINABILITY

The Multimodal Transfer Facility will improve energy efficiency, reduce dependence on oil, reduce greenhouse gas emissions and benefit the environment.

Transportation is responsible for approximately 50 percent of greenhouse gas emissions in Lawrence and, as it is throughout the United States, is a major consumer of petroleum. Thus, any concerted effort to significantly reduce greenhouse gas emissions and oil consumption in this community must focus on transportation and in reducing the use of single-occupant automobiles.

Studies show that the average household in which at least one member uses public transportation drives 16 fewer vehicle miles travelled (VMT) per day compared to households that do not use public transportation. In addition, each individual who makes the change to a non-auto form of transportation reduces his or her annual carbon dioxide emissions (CO<sub>2</sub>) by 4,800 pounds per year. The project's pedestrian, bicycle, and transit improvements will greatly increase the use of non-auto modes of travel, which in turn improves energy efficiency, reduces dependence on oil, and reduces greenhouse gas emissions. The project will convert one of the bleakest environments for pedestrians and bicyclists into a premier environment, and will create transit

improvements that will serve the community for decades to come.

The Multimodal Transfer Facility will enhance the environment, as evidenced by its avoidance of adverse environmental impacts and by its environmental benefits. Transit, bicycle, and pedestrian improvements will result in greater use of non-auto transportation modes, which will improve air quality. Enhancements to storm drainage will reduce groundwater and stream contamination. The application of design treatments, like wide sidewalks, street trees, and pedestrian-scale lighting, will improve the pedestrian environment.

The Multimodal Transfer Facility will reduce transportation-related costs and energy consumption. Each year, an individual can save more than \$8,000 by using public transporta-

tion, bicycling, and/or walking instead of driving. The shift from auto travel to transit, walking, and bicycling that is a direct outcome of the project will result in a significant reduction in transportation-related costs.

In addition to the elements listed above, "green design" and "universal design" will be utilized to create an environmentally friendly, welcoming building. "Green design" could incorporate a wide range of building methods and materials to create an energy efficient building that minimizes harm to the environment. Green elements could include such things as solar panels to provide alternative energy, LED lighting, stormwater pretreatment, and adjacent green space to reduce the heat island. In addition, "universal design" will be encouraged in future design

stages to ensure that the building is welcoming to people of all abilities and backgrounds. Universal design goes beyond legal requirements for handicap accessibility by building accessibility into the design. For instance, universal design discourages the use of one entrance for the majority of people and a separate entrance for people in wheelchairs or with other disabilities. While such a building could be considered legally handicap accessible, the experience of a person in a wheelchair in this example is less inviting than for a person using the main entrance. In the case of both "green design" and "universal design," specific means of achieving these goals have not been identified. Once again, the lead agency will be vital in determining what the facility looks like once constructed.



**"When I gave up my car five years ago, I planned on biking everywhere. I quickly realized arriving at your destination on time meant you arrived sweaty. I began forcing myself to arrive 15 minutes earlier [...] to cool off. After about half of a year of being early for everything, a friend mentioned that the buses have bike racks on the front [...] and I have been using it ever since."**

*Anthony Gradert  
Lawrence Transit Passenger*

# SECONDARY SELECTION CRITERIA

## INNOVATION

The University of Kansas is a center of innovation in Kansas. As such, all new buildings and infrastructure on campus are an opportunity to bring state of the practice design concepts to our students and staff. This can be seen in the modern construction of Capital Federal Hall, the new home of the KU School of Business, opening in May, which is located just north of this proposed facility.

The Multimodal Transfer Facility will be a true multimodal transportation technology hub. This will include real time transit information at the transfer facility. This will be new to Lawrence and KU on Wheels and we are excited to debut it at this center.

On the parking side, we are excited to debut digital parking information signs that will inform users of space availability per deck. This will increase efficiency and limit the need for users to drive around the garage – which is especially great for those in a hurry to get to class or catch a bus. For bicycle users, the Multimodal Transfer Facility will include KU's first bike lockers in an ideal location at the bottom of our well-known "Hill." Now riders can park at the bottom of the hill in a secure locker and catch a bus to class! We think this will be transformative in creating a more bikeable campus.

## PARTNERSHIP

Lawrence Transit and KU on Wheels will work with many partners to guarantee the success of the Multimodal Transfer Facility.

### **Multimodal Transfer Facility Project Development Partners**

Once the TIGER grant for the Multimodal Transfer Facility is funded, it is expected that the United States Department of Transportation (USDOT) will provide the funding through our partner, the **Federal Transit Administration (FTA)**, where it will be administrated through their Region VII office in Kansas City, Missouri.

Lawrence Transit will work with FTA to finalize required grant-making and reporting through TrAMS and approval of the NEPA process, which is ongoing in consultation with FTA Region VII.

KU on Wheels will work in partnership with **KU's Office of Design & Construction Management** on the project development process, starting with the inclusion of the project in the KU Capital Improvement Plan (which is approved by the Kansas Board of Regents and the Kansas Legislature), the selection of the design and construction contractors and the review of construction.

## **Regional Collaboration**

Johnson County Transit's K-10 Connector provides service between Johnson County Community College and the KU Edwards Campus in Johnson County and three destinations in Lawrence; at KU Park and Ride in the west district at Clinton and Crestline, and Irving Hill and Naismith Road in the central district on the KU campus; and 19th and Haskell in East Lawrence.



The proposed facility will provide an area for the K-10 Connector's over the road coaches to park adjacent to the bus transfer facility. Should the Multimodal Transfer Facility be funded through this TIGER grant, more Lawrence transit riders will have access to the K-10 Connector with fewer transit connections.

## **Disciplinary Integration**

Lawrence Transit provides an essential connection to the Dwayne Peaslee Technical Training Center, an adult training center located at 2920 Haskell Avenue. When the center opened in 2014, Lawrence Transit created Route 15 to serve Peaslee Tech. This center, which brings educational resources from area community colleges, technical schools and the Lawrence Public Schools, provides adult education to allow advancement and career building opportunities to Lawrencians. Those who attend Peaslee Tech are generally the most transportation disadvantaged and reducing the need for transfers and making transfers more convenient will help them in attending classes and in job seeking and retention.

**In a one car family with employed adults and two kids, transportation can be difficult sometimes. Not with the T! I can get to work, take my daughter to gymnastics, or we go to the library. No matter where I need to go, with the T we aren't stranded!**

*Sarah Galyon  
Lawrence Transit Passenger*



## Support of the Multimodal Transfer Facility Project

Letters of support have been provided by the following partners:

- Former Governor and Former United States Secretary of Health and Human Services Kathleen Sebelius
- Kansas Members of the United States Legislative Delegation: Representatives Lynn Jenkins and Kevin Yoder, and U.S. Senators Pat Roberts and Jerry Moran (will be sent separately)
- University of Kansas Chancellor Bernadette Gray-Little
- City of Lawrence Mayor Mike Amyx
- Lawrence/Douglas County Metropolitan Planning Organization Chairperson Bryan Culver
- Lawrence Public Transit Advisory Committee Chairperson Lyle Hettinger
- Kansas Department of Transportation Secretary Mike King
- KU Endowment President Dale Seuferling
- Lawrence Chamber of Commerce Vice President Brady Pollington
- Johnson County Community College President Joe Sopcich, Ph.D.
- Cottonwood, Inc. CEO Sharon Spratt
- KU Student Body President Jessie Pringle
- Johnson County Transit Liaison Josh Powers

These letters can be found in Appendix C of this application and show the diverse support for this project.

**"This proposed facility would also be located on campus and in close proximity to the growing Central District, currently under development, making it a very convenient location for students and staff seeking to ride the bus."**

*Jessie Pringle, President of the Student Body, University of Kansas*

**"A new Multimodal Transportation Center that brings the K-10 Connector together with local transit, parking and bicycle amenities will only make service to our students in Lawrence better."**

*Joe Sopcich, President, Johnson County Community College*

**"A proposed Multimodal Center, centrally situated at 18th Street and Naismith Drive, is an exceptional solution to the challenges facing the partner transit systems. Its location on the KU campus, adjacent to KU's newly constructed business school, will encourage more students to opt for transit instead of driving."**

*Kathleen Sebelius, Former KS Governor and Former US Secretary of Health and Human Services*

**"A roundabout planned for the intersection of 18th and Naismith Drive will provide a southern "gateway" to the University."**

*Dale Seuferling, President KU Endowment*

**"The facility will serve as a permanent transfer hub for the Lawrence Transit System and a convenient interface with the KU Transit System, which enhances bicycle community opportunities. In addition, it will provide much needed parking for the growing University of Kansas campus."**

*Mike Amyx, Mayor City of Lawrence*

**"The evolution of the current partnership between the City of Lawrence and KU on Wheels transit system from concept to the present is a best practice and optimizes the best of what each system has to offer"**

*Mike King, Secretary Kansas Department of Transportation*

**"With an enrollment of over 28,000 students, 2,800 faculty and 5,800 staff, this transit system provides an important service to our campus community."**

*Bernadette Gray-Little, Chancellor,*

**"The proposed Multimodal Transfer Center will provide an excellent location for transfer, which will limit the number of transfers per trip (making it easier to understand for users with intellectual/developmental disabilities) and will make the actual transfer a simpler exercise. It will offer a great improvement in service to the individuals served by Cottonwood."**

*Sharon Spratt, CEO Cottonwood, Inc.*

# BENEFIT-COST ANALYSIS

A benefit-cost analysis (BCA) was completed for the Multimodal Transfer Facility for submission to the U.S. Department of Transportation's (USDOT) 2016 TIGER discretionary grant program. The full Benefit-Cost Analysis can be found in Appendix D.

The analysis was conducted in compliance with the benefit-cost methodology recommended by USDOT in the Notice of Funding Opportunity (NOFO) {81 FR 9935}. Net benefits are calculated assuming a 30-year period following the completion of construction.

The Multimodal Transfer Facility is the proposed construction of a transit center and structured parking

facility on a surface parking lot located on the University of Kansas campus in Lawrence, Kansas. It is a joint project between the University of Kansas and the City of Lawrence. With the partnership between the University of Kansas and the City of Lawrence, structured parking will be constructed above the transit center to replace the spaces taken up by the facility and to add capacity to support future growth of the campus.

The overall cost of the Project is expected to be \$30.58 million in undiscounted 2016 dollars. Of this cost the transit level makes up \$2.0 million and parking decks \$18.8 million. The primary intent of the project is to provide Lawrence Transit with a permanent transit center that is centrally located

**TABLE 5: SUMMARY OF ESTIMATED PROJECT COSTS**

ITEM		UNIT OF MEASURE	UNITS	UNIT COST	ITEM COST
1	Site Development Costs	Acre	5	\$250,000	\$1,250,000
2	Transit Level	Level	1	\$2,000,000	\$2,000,000
3	Parking Decks	Deck	4	\$4,700,000	\$18,800,000
4	Facility & Operational Infrastructure	Stall	1,460	\$2,000	\$2,920,000
5	Transit Level Finished Spaces	Sq. Ft.	2,000	\$200	\$400,000
6	Street/Intersection Improvements	Lump Sum	1	\$1,000,000	\$1,000,000
Estimated Construction Cost					\$26,370,000
7	Contingency			10%	\$2,637,000
8	Design Fee			6%	\$1,582,200
<b>Total Project Cost</b>					<b>\$30,589,200</b>

**TABLE 6: SUMMARY MATRIX OF PROJECT BENEFITS**

CURRENT STATUS/ BASELINE & PROBLEM TO BE ADDRESSED	CHANGE TO BASELINE/ ALTERNATIVES	TYPE OF IMPACTS	POPULATION AFFECTED BY IMPACTS	ECONOMIC BENEFIT	SUMMARY OF RESULTS 7% DISCOUNT RATE	SUMMARY OF RESULTS 3% DISCOUNT RATE	PAGE IN BCA
Lawrence Transit has a decentralized transit system with several inefficiencies	New centrally located multimodal and parking facility.	Reduction in transit VMT	Transit users, transit agency	Reduction in "deadhead" miles, reduction in operating costs	\$960,000 in savings	\$1.63 million in savings	p.8
Lawrence Transit has a decentralized transit system with several inefficiencies	New centrally located multimodal and parking facility.	Reduced travel time (PHT)	Transit users	More leisure, work, and other time for residents	\$3.4 million in savings (Scenario 1); \$4.01 million in savings (Scenario 2)	\$5.5 million in savings (Scenario 1); \$6.06 million in savings (Scenario 2)	p. 8, 9, 18, 19
Lawrence Transit has a decentralized transit system with several inefficiencies	New centrally located multimodal and parking facility.	Personal Vehicle Operating Cost Savings	General public	Residents have more economic resources	\$142,000 in savings (Scenario 1); \$283,000 in savings (Scenario 2)	\$230,000 in savings (Scenario 1); \$460,000 in savings (Scenario 2)	p.9
Lawrence Transit has a decentralized transit system with several inefficiencies	New centrally located multimodal and parking facility.	Reduction in VMT, Accident Reduction	General public	Reduced cost associated to traffic injuries and fatalities	\$18.0 million in savings (Scenario 1); \$31.6 million in savings (Scenario 2)	\$31.6 million in savings (Scenario 1); \$54.3 million in savings (Scenario 2)	p. 10, 11, 16, 17
Lawrence Transit has a decentralized transit system with several inefficiencies	New centrally located multimodal and parking facility.	Reduction in VMT	General public	Reduced cost associated with greenhouse and non-greenhouse gasses	\$3,620 in savings (Scenario 1); \$7,260 in savings (Scenario 2)	\$5,880 in savings (Scenario 1); \$11,970 in savings (Scenario 2)	p. 11, 12

within Lawrence. This will allow Lawrence Transit to restructure its route system, thereby reducing travel times for most riders and increasing overall ridership. It will also improve the overall efficiency of the transit system, which will reduce emissions, fuel use, etc. It will improve access to jobs at the region's largest employer, the University of Kansas, as well as reduce the need for transfers on routes to other employment centers in Lawrence.

The project matrix (Table 6, page 22) summarizes the problems that Multimodal Transfer Facility addresses, the impacts of the project, and a summary of the benefits that will occur.

In real 2015 dollars, the MMTF creates \$22.5 million in present value benefits when discounted at 7 percent or \$38.9 million when discounted at 3 percent. Long-term

outcomes of the development of Multimodal Transfer Facility include the quality of life, economic competitiveness, safety, state of good repair and environmental sustainability summarized in the following table (Table 7).

Primary benefits that can be quantified and will occur as a result of this project include reductions in vehicle-miles traveled (VMT), person-hours traveled (PHT), operating costs, greenhouse and non-greenhouse gas emissions, fuel consumption, and decreases in accidents.

Table 8 summarizes the cumulative benefits.

Table 9 summarizes the overall results of the BCA. The 30-year benefit-cost ratios shown in the table are for comparative purposes. At a 3 percent discount rate, the benefit-cost ratio is 1.12.

**TABLE 7: SUMMARY OF LONG-TERM OUTCOMES**

CRITERIA	BENEFIT
Economic Competitiveness	Reduced Transit Operating Costs
	Travel Time Savings
	Vehicle Operating Cost Savings
Livability	Transit User Time Savings
Safety	Accident Reduction
Sustainability	Reduced Emissions
	Reduced Fuel Use

**TABLE 8: SUMMARY OF CUMULATIVE BENEFITS**

ITEM	SCENARIO 1	SCENARIO 2
1 Reduced Transit Operating Costs	\$2,646,283	\$4,678,849
2 Travel Time Savings (\$ Value)	\$8,618,952	\$10,345,842
3 Travel Time Savings (Hours)	640,055	768,065
4 Vehicle Operating Cost Savings	\$360,057	\$720,114
5 Reduced VMT	620,788	1,241,576
6 Reduced Accidents (\$ Value)	\$48,715,768	\$88,370,409
7 Reduced Accidents (Count)	861	1,719
8 Reduced Fatalities	1.00	1.00
9 Reduced Injuries	208	419
10 Reduced Emissions (non-Co2) short tons	0.25	0.52
11 Reduced Emissions (Co2) metric tons	239	478
12 Reduced Passenger Vehicle Use (Gallons)	29,009	58,018
13 Reduced Transit Fuel Use (Gallons)	135,599	135,599

**TABLE 9: BCA SUMMARY RESULTS**

ITEM	SCENARIO 1	B-C RATIO	SCENARIO 2	B-C RATIO
Cumulative Benefits	\$29,761,102		\$73,544,481	
NPV @ 7%	(\$5,629,175.03)	(0.18)	\$9,378,363.03	0.31
NPV @ 3%	\$8,238,003.13	0.27	\$34,553,925.46	1.13



# PROJECT READINESS

## Required State, Local, Legislative & Planning Approvals

The Multimodal Transfer Facility will require planning approvals through both the University of Kansas process and the City of Lawrence/Metropolitan Planning Organization process. These are detailed below.

The University of Kansas process for project approval includes two KU Committees: the Capital Finance Committee and the Capital Project Committee. After these committee approvals, the Kansas Board of Regents will then review the project before it is sent to the Kansas Legislature for final approval.

For Lawrence Transit, the City Commission must approve receipt of the grant. Since the project is in a metropolitan area, it must follow the MPO planning process as stipulated by the Lawrence/Douglas County Metropolitan Planning Organization. This process begins by the project being reviewed by the MPO's Technical Advisory Committee (TAC) with final approval by the Policy Board.

This approval will incorporate the project into the MPO's Transportation Improvement Program (TIP). As such, the project will then also be incorporated in the State of Kansas Transportation Improvement Program.

The city and university will also need to execute a Memorandum of Understanding outlining the details of cooperation as it relates to the Multimodal Transfer Facility. Prior Memoranda of Understanding can be found in Appendix E.

## National Environmental Policy Act and Related Environmental Permits

Lawrence Transit and KU on Wheels are currently working on the Categorical Exclusion (CE) for the Multimodal Transfer Facility in coordination with FTA Region VII. Since the project area is already in transportation use, the project impacts area expected to be minor. The CE document is expected to be finalized in September 2016. Prior to construction activities, the only iden-

tified permit will be a NPDES Storm Water Run-off Permit.

## Technical Feasibility

The Multimodal Transfer Facility is in preliminary design. The Lot 90 property is owned by the University of Kansas and will not require acquisition. Table 5 shows the project costs for the Multimodal Transfer Facility. The preliminary design and project costs were completed by Olsson Associates and Professional Engineering Consultants (PEC). Both firms are well respected and have completed many similar projects.

KU's Office of Design & Construction Management (DCM) has 30 employees including engineers, architects, landscape architects, and support staff that perform in-house design and oversee outsourced design, in addition to performing construction administration for all capital improvement projects at KU. In Fiscal Year 2015 our office oversaw more than \$100 million in capital improvement project expenditures. KU DCM delivers hundreds of proj-

ects per year of every size. Examples of some of the large projects that DCM has delivered or will complete in the next year are:

- Learned Engineering Expansion Phase 2 (LEEP2, \$78.6 million)
- Capitol Federal Hall (new School of Business building, \$70.5 million)
- Self-Oswald Residence Halls (\$48.7 million)
- DeBruce Center (museum/dining/retail, \$21.5 million)
- McCarthy Hall (apartments, \$11.9 million)
- Jayhawk Boulevard Reconstruction (\$7.3 million)
- Central District Redevelopment (60 acres: roads, parking, garage, student union, science building, residence halls, \$350 million)
- Earth Energy and Environment Buildings (EEEC, \$64 million)
- Spencer Art Museum Renovation (\$6 million)
- Memorial Drive Reconstruction (\$5.8 million)



Central District construction (currently underway)



LEEP2 (complete)



EEEC (currently underway)

KU on Wheels and Lawrence Transit have specifically worked together on the development and construction of the Transit Maintenance and Operations Facility. It was a fantastic partnership; the \$4.7 million facility was designed and completed in ten months.

KU has authority to procure A/E services and contractors under the Regents procurement act, or procures through the Kansas Department of Administration’s Office of Facilities and Procurement Management as appropriate for state-funded projects.

### Financial Feasibility

The estimated cost of the Multimodal Transfer Facility, as requested for TIGER funding, is \$30,589,200. While TIGER grants only require a local match of 20%, the University of Kansas and the City of Lawrence are financially committed to this project are providing a 48.9% match. Tables 2, 3, and 4 on page 14 provide details of this budget.

Lawrence Transit’s local match will come from the transit specific sales tax, which was passed in 2008 and .25%. The University of Kansas’ local match will come from an \$11 million bond that will be issued specifically for this project.

Both the University of Kansas and the City of Lawrence are in sound financial shape. Moody’s April 2016 Bond Rating for the University of Kansas was AA2; the City of Lawrence received an AA1. Both entities have a proven ability to manage its resources in a financial prudent fashion.

Operations and maintenance for the project will be funded through parking revenues at the Multimodal Transit Facility. A listing of operations and maintenance activities can be found in Table 10.

### Project Schedule

As previously discussed, KU on Wheels and the City of Lawrence are currently working on pre-construction activities to ready the

project to move quickly upon award of the TIGER grant. Figure 6 provides a schedule highlighting required approvals, design and construction activities for the project.

### Assessment of Project Risks & Mitigation Strategies

The Lawrence-Douglas County Metropolitan Planning Organization and Lawrence Transit have just begun a Comprehensive Operations Analysis (COA) to identify opportunities to improve service delivery. Coupling the COA with a new Multimodal Transfer Center could substantially enhance demand. The risk associated with an enhancement in demand is that the Multimodal Transfer Facility being planned may be too small for future transit need. If this is the case, three options have been considered. First, buses could be staged to the east of the facility in the area identified for over-the-road coaches. The second option is to provide staggered service instead of having all of the buses arrive at the same time. The third option is to have

buses share bays.

Another identified risk is that the project could have cost overruns due to design enhancements, required mitigations or high bids. Cost overruns are a risk of any construction project. A contingency percentage has been incorporated into the project estimate to allow for a normal amount of cost fluctuation during final design and construction. Should a cost overrun occur, Lawrence Transit and KU on Wheels would evaluate the amount in considering strategies. If it is within a reasonable amount, Lawrence Transit will use State aid that they receive from through the Kansas Department of Transportation to cover the costs. If the overrun is more substantial, the scope will be reconsidered.

### FEDERAL WAGE RATE CERTIFICATION

The Federal Wage Rate Certification can be found in Appendix G.

**TABLE 10: PROJECTED OPERATIONS & MAINTENANCE COSTS**

ITEM	FREQUENCY	COST
Maintenance Staff (salary and benefits)	annually	\$50K
Repair and Renovation	five years after construction and then annually	\$35K
Utilities	annually	\$5K
Snow removal	annually	\$5K
Miscellaneous supplies	annually	\$1K
LED lamp replacement	annually	\$2K
Parking stall striping	every five years	\$1K





**APPENDIX A**  
**DETAILED PROJECT COST SPREADSHEET**

**Lawrence Multimodal Transfer Facility**  
**Detailed Cost Estimate**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
<b>Street &amp; Intersection Improvements</b>					
1	Mobilization	Lump Sum	1	\$ 60,000.00	\$ 60,000.00
2	Contractor Construction Staking	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
3	Demolition and Removal	Lump Sum	1	\$ 35,000.00	\$ 35,000.00
4	Excavation	Cu. Yd.	2,165	\$ 10.00	\$ 21,650.00
5	Storm Sewer Pipes and Structures	Lump Sum	1	\$ 153,050.00	\$ 153,050.00
6	Concrete Pavement (9")	Sq. Yd.	3,700	\$ 65.00	\$ 240,500.00
7	Decorative Apron Pavement	Sq. Yd.	300	\$ 95.00	\$ 28,500.00
8	Aggregate Base	Sq. Yd.	4,900	\$ 5.00	\$ 24,500.00
9	Sidewalk	Sq. Yd.	800	\$ 40.00	\$ 32,000.00
10	Access Ramps	Each	8	\$ 975.00	\$ 7,800.00
11	Curb and Gutter	Ln. Ft.	2,900	\$ 30.00	\$ 87,000.00
12	Pavement Markings	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
13	Seeding & Landscaping	Lump Sum	1	\$ 200,000.00	\$ 200,000.00
14	Misc. Costs (i.e. Traffic Control, Sediment Control, etc.)	Lump Sum	1	\$ 90,000.00	\$ 90,000.00
	Subtotal				\$ 1,000,000.00
	Contingency	10%			\$ 100,000.00
	Design	6%			\$ 60,000.00
	<b>Street &amp; Intersection Improvements Total</b>				\$ 1,160,000.00
<b>Multimodal Transfer Facility</b>					
15	Site Development Costs (i.e Demolition, Drainage, Landscaping, Entrances, etc.)	Acre	5	\$ 250,000.00	\$ 1,250,000.00
16	Transit Level	Level	1	\$ 2,002,500.00	\$ 2,002,500.00
17	Parking Decks and Structural Components	Stall	1,460	\$ 13,000.00	\$ 18,980,000.00
18	Facility & Operational Infrastructure (ie.Traffic Controls, Elevators, Parking Controls, Lighting,	Stall	1,460	\$ 1,875.00	\$ 2,737,500.00
19	Transit Level Finished Spaces (i.e. Structural, Electrical, Plumbing, HVAC, etc.)	Sq. Ft.	2,000	\$ 200.00	\$ 400,000.00
	Subtotal				\$ 25,370,000.00
	Contingency	7%			\$ 1,775,900.00
	Soft Cost	9%			\$ 2,283,300.00
	<b>Multimodal Transfer Facility Total</b>				\$ 29,429,200.00
	<b>Project Total</b>				\$ 30,589,200.00

**APPENDIX B**  
**ECONOMIC DEVELOPMENT CORPORATION WHITE PAPER**





**The Economic Development Corporation of Lawrence and Douglas County**

Economic Development and Transportation: A background paper describing local economic development relationships and transit needs in Lawrence, KS.  
By Brady Pollington, MBA

When a company is considering relocation, an expansion or a start, transportation infrastructure is amongst the most important elements in the evaluation matrix. Where and how the company's workforce, suppliers and final product reach their final destination points can sometimes carry more significance than the skill level of the available workforce. Just as important is the dynamic that exists in the community's ability to create or improve the physical connection between its workforce generators (public schools, technical training facilities, universities, etc) and the consumers of that workforce (local, regional employers). The background of this dynamic, the connectivity between the workforce generators and consumers, is impacted by the relationships and work performed between the local governments, the economic development organization (EDO) and its primary workforce generators and consumers. This background paper will illustrate the community's vision for economic development, the agencies involved and how they interact to impact the dynamic and demonstrate the need for a multimodal transportation facility.

**Community**

Located in northeast Kansas, Lawrence is a community of nearly 90,000 in Douglas County. It is the largest of the four communities in Douglas County (the states only single county MSA) and the county population is over 110,000 residents. Douglas County has three universities Haskell Indian Nations University (Lawrence) and Baker University (Baldwin City) with a combined enrollment of almost 2,000 students and the University of Kansas (Lawrence) with an enrollment of over 28,000 students. Lawrence is located on I-70 between Topeka, KS and Kansas City. Within a 45 minute commute, the Greater Lawrence area workforce is over 590,000 workers. Of this workforce, 62.4% are between the ages of 18-64. Two major, non-retail employment centers exist in Lawrence at East Hills Business Park and the Santa Fe Industrial District, both of which are decentralized and exist at opposite ends of Lawrence. The community's largest employer, and the largest employer in the state of Kansas, is the University of Kansas which employs over 9,000 system-wide and is located in the heart of Lawrence, KS.

**Economic Vision**

The economic vision of Lawrence is to be a community that provides wealth and opportunity to all of its residents. Often described as a bedroom community for neighboring Topeka and Kansas City, Lawrence has a massive outflow of workforce with nearly 43% of the available local workforce leaving the community to find work. 76.7% of this workforce exists in the annual income brackets \$35-\$49,000 (22%), \$50-\$64,000 (16.2%), \$65-\$74,000 (5.5%) and \$75,000 or

more (33%). It is this large outflow of talent that the community is focused on creating local employment opportunities for. As a community, its economic development efforts are focused on three categories: Entrepreneurship & Start-up Support, Business Retention & Expansion, and Recruitment and Attraction of new companies. Target industry sectors for recruitment include Bio-Science and Animal Health related organizations, Advanced Manufacturing, and Warehousing and Distribution. Future attraction efforts will include back office/administrative support for major corporations and international manufacturers looking for locations in the United States.

Economic development efforts are led by the Economic Development Corporation of Lawrence & Douglas County (EDC), a county-wide EDO. These efforts are funded in part by the City of Lawrence, Douglas County, and by private investment from the business community. In addition to the two non-retail employment centers, the City of Lawrence recently completed Lawrence VenturePark (LVP), a third industrial/business Park immediately adjacent to East Hills Business Park. Both East Hills and LVP are located near the South Lawrence Trafficway, which serves as a by-pass to I-70 in North Lawrence and is a major, four-lane divided connector to I-435 & I-35 in southern Kansas City. LVP has nearly 200 acres of development ready land, complete with infrastructure and is in talks with several companies to locate manufacturing facilities in both parks that would create nearly 200 jobs in the next year. The median wage for these jobs is around \$35,000 per year. In 2015, the EDC successfully recruited 5 companies resulting in almost 500 net-new jobs, \$28MM in capital investment, and an additional \$19MM in annual salary once all the projects are completed and the positions are filled. Most significant of these recruited firms is USA800, a 333 seat in-bound call center with wages starting between \$10-\$12 dollars per hour.

### **Agencies**

Many agencies are involved with the local economic development efforts. Workforce is generated through the local school district USD 497, The University of Kansas, Haskell Indian Nations University, and Baker University. Through a public private partnership between the EDC, City of Lawrence, Douglas County and USD 497, the Dwayne Peaslee Technical Training Center and the USD 497 College and Career Center have recently opened and were designed to create opportunities for under-skilled individuals to have access to technical training as well as for high school students to be introduced to careers that would allow them to be more employable in blue collar professions.

Other agencies involved in economic development include the KU Small Business Development Center (KUSBDC) and the Lawrence Public Library. Together with the City of Lawrence, The Chamber, The EDC, and Douglas County, the community recently launched a Small to Medium Business Enterprise Network (SME Network) called BizFuel to provide valuable business start-up and expansion support for local small businesses, start-ups and entrepreneurs. Support includes providing connectivity to business networks, access to capital, technical assistance and workshops bringing regional expertise to the small business community.

### **Interactions**

This community is very engaged from an economic development perspective. Through the Chamber of Commerce and the EDC, most of the interactions revolve around improving the

community's ability to support new and existing businesses. It does this through a variety of ways but a topic that continues to be a top priority is prioritizing resources to those who are under-skilled, underemployed, and from a disadvantaged status. Community support by way of incentives and other financial support to local businesses must meet minimum requirements for hourly wages. Certain incentives require that the employer pay above the wage floor (a.k.a. living wage) and provide adequate healthcare coverage. Other interactions include developing mechanisms that allow for more affordable housing to aid financially disadvantaged populations gaining access to permanent housing.

Additionally, providing adequate transportation services to those disadvantaged populations seeking to gain more advanced skills and access to employment centers is a priority. Connectivity from south Kansas City (Johnson County) to Lawrence has been improved over the years to include public transit via "The Jo" (Johnson County Transit Authority) with trips from Kansas City every hour. The community also recognized the need to provide public transportation to the local technical training facilities which co-locate with the Kansas Workforce Center, the local workforce center that connects residents to training and employment opportunities. To do this, the local transit authority met with the local Chamber and EDO to establish routes and transfer opportunities for individuals to have access to the local workforce development campus as well as to increase service to local employment centers.

Currently, the community does not have a dedicated transportation facility. The central location for public transportation is located downtown and removed from the highest concentration of the local population, which is the University of Kansas. Additionally, park and ride opportunities are limited to free public parking near the public library, which is consistently at capacity and forcing would be riders back into their vehicles. Improved transit infrastructure is needed in the community to better align with current and potential users, to lessen single driver traffic, and increase opportunities for those seeking training and employment opportunities.

### **Closing**

Lawrence is widely viewed as one of the most progressive communities in the state, often initiating and embracing programs and initiatives focused on environmental friendliness and support for those of disadvantaged or at risk status. Improved transit infrastructure would be a great asset to the community by providing access to services as well as adding a beneficial enhancement to the community that will be looked upon favorably by companies looking to start, grow, or relocate to this community.

**APPENDIX C**  
**LETTERS OF SUPPORT**



KATHLEEN G. SEBELIUS

2000 Massachusetts Avenue NW  
Washington, DC 20036

April 25, 2016

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx,

Mobility is key to the economic and physical health of a community's population. To fully participate in society, all Americans must have access to transportation for work, shopping, health care and supportive services. Public transit provides this important lifeline, and often not through a single route but via route connections that allow community members access to all their community has to offer.

The City of Lawrence's Transit System and its partner, the University of Kansas' KU on Wheels, provide an excellent service to citizens of Lawrence but are constrained in their capacity to provide efficient transfers between routes. With transfers occurring on-street in downtown Lawrence, which is on the far east side of the city, the routes are not operating in the direction of current demand, and riders are forced to travel out of their way to make the connections necessary to get to their final destination.

A proposed Multimodal Center, centrally situated at 18th Street and Naismith Drive, is an exceptional solution to the challenges facing the partner transit systems. Its location on the KU campus, adjacent to KU's newly constructed business school, will encourage more students to opt for transit instead of driving. Bicycle lockers will allow those using the center to park their bikes (instead of trying to climb the notorious University of Kansas "hill") and take a bus to other campus destinations. This site will also serve as the park and ride location for the K-10 Connector, a successful bus service that connects riders to jobs and education in Kansas City's Johnson County suburbs. Connection efficiencies will grow the ridership of the system, which is a lifeline for many in the community and a great service to the major employers in town.

As a proud graduate of the University of Kansas and former Kansas governor, I am happy to support this project, which would bring great value to the citizens of Lawrence.

Sincerely,



Kathleen Sebelius

April 21, 2016

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590


Dear Secretary Foxx:

I am writing to support the City of Lawrence/University of Kansas TIGER Grant Request for a Multimodal Center to be located on the University of Kansas Campus. With an enrollment of over 28,000 students, 2,800 faculty and 5,800 staff, this transit system provides an important service to our campus community.

The City of Lawrence and University of Kansas have been seeking a unified location for bus transfers for many years. The current downtown location used for transfers is too far east for many of our students and staff who seek to use the bus for origins and destinations in south, central and west Lawrence. A transfer location off 18<sup>th</sup> Street and Naismith Drive is centrally located for our population and will potentially shorten trips and likely reduce the need for transfers. This proposed facility would bring nearly every bus route in the community to our campus, making public transit an easy to use benefit for all our students, faculty and staff. I am also pleased that as a multimodal facility it will facilitate bicycle and pedestrian links, as well as improve intercity bus transportation to Johnson County Community College and the KU Edwards Campus in Overland Park.

On behalf of the University of Kansas, I support the TIGER Grant Request for a Multimodal Center on the University of Kansas Campus on Lot 90. Receipt of this grant would greatly impact our community and our students and staff. Thank you for your consideration of this request.

Sincerely,



Bernadette Gray-Little  
Chancellor

BGL:glc



# City of Lawrence

THOMAS M. MARKUS  
CITY MANAGER

City Offices  
PO Box 708 66044-0708  
[www.lawrenceks.org](http://www.lawrenceks.org)

6 East 6<sup>th</sup> St  
785-832-3000  
FAX 785-832-3405

CITY COMMISSION

MAYOR  
MIKE AMYX

COMMISSIONERS  
LESLIE SODEN  
STUART BOLEY  
MATTHEW J. HERBERT  
LISA LARSEN

April 26, 2016

The Honorable Anthony Foxx  
US Department of Transportation  
1200 New Jersey Ave., SE  
Washington, DC 20590

Dear Mr. Secretary:

By way of this letter, we are pleased to offer our support for the joint application submitted by the City of Lawrence Transit System and the University of Kansas (KU) for funding from the Transportation Investment Generating Economic Recovery (TIGER) discretionary grant program.

The project to be funded is a Multimodal Transit Facility that will meet critical community needs. The University is the largest employer in our community and serves as an important destination for many of our residents and visitors. The facility will serve as a permanent transfer hub for the Lawrence Transit System and a convenient interface with the KU Transit System, while enhancing bicycle commuting opportunities. In addition, it will provide much needed parking for the growing University of Kansas campus.

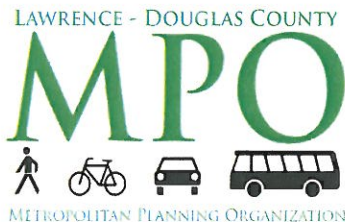
This facility would be another example of the successful cooperation between the City and University transit systems. The Lawrence City Commission understands the importance of the Multimodal Transit Facility and agrees to commit the City's share of the required local match of \$4,000,000 of project costs, contingent upon a grant award under the TIGER program.

This letter demonstrates our support for the Multimodal Transit Facility project and our commitment to its successful fruition. We are grateful for the opportunity to express this support and strongly urge your favorable consideration of the 2016 TIGER joint funding application of the City of Lawrence Transit System and the University of Kansas.

Respectfully,

Mike Amyx  
Mayor





**RESOLUTION**

WHEREAS, the Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO) is designated to carry out the Continuing, Cooperative and Comprehensive planning program, including regional planning for a multimodal transportation system that is coordinated with local comprehensive planning (land use, economic development, etc.) efforts; and,

WHEREAS, the L-DC MPO is responsible for the creation, maintenance, and implementation of a Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP) and has a role in assisting the state agencies and local governments of the region with securing funds to make transportation system improvements that are consistent with the region's plans; and,

WHEREAS, the University of Kansas/Lawrence Transit is applying for a Federal Transportation Investment Generating Economic Recovery (TIGER) grant for a multimodal transfer center (the "project"); and,

WHEREAS, this project is specifically listed in the region's MTP (Transportation 2040) as Transit Action Step 2, "Establish an off-street location for a regional and/or local transit hub and multimodal transfer center"; and,

WHEREAS, this project is an important part of the region's multimodal transportation system and is designed to help make connections between walking, cycling and transit more viable modes of transportation and to encourage non-motorized travel in the Lawrence-Douglas County Region; and,

WHEREAS, this project is an innovative, collaborative project between the University of Kansas and Lawrence Transit to provide connectivity, increase safety and quality of life, by improving access to essential services and moving transfers to a safer off-street location; and,

NOW, THEREFORE BE IT RESOLVED, that the Lawrence-Douglas County Metropolitan Planning Organization strongly supports and endorses the application made by Lawrence Transit and the University of Kansas for TIGER competitive grant program.

Approved by the Lawrence-Douglas County Metropolitan Planning Organization at their meeting on April 28<sup>th</sup>, 2016.

A handwritten signature in black ink, appearing to read "Bryan Culver".

Bryan Culver, L-DC MPO Chair

A handwritten signature in black ink, appearing to read "Scott McCullough".

Scott McCullough, L-DC MPO Secretary



April 26, 2106

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx,

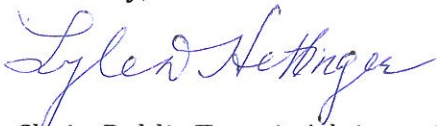
The City of Lawrence Public Transit Advisory Committee (PTAC) is proud to support the City of Lawrence/University of Kansas TIGER Grant Request for a Multimodal Center on the University of Kansas Campus. The PTAC serves as an advisory committee to the City of Lawrence and is made up of community members who have a specific interest in transit issues.

The City of Lawrence and University of Kansas have been seeking a unified location for bus transfers for many years. The current downtown location used for transfers has been moved many times, requires rerouting for the several downtown events, and is too far east for the Lawrence residents who seek to use the bus for origins and destinations in south, central and west Lawrence. A transfer location off 18<sup>th</sup> Street and Naismith Drive fits in with recommendations from the previous bus transfer study, which identified an area surrounding the University of Kansas due to its central Lawrence location, proximity to low income and zero/one car populations and other socio-economic indicators.

The City of Lawrence Transit System and its partner KU on Wheels is a lifeline for many Lawrencians – whether it takes them to work, education or services. It is an economic driver in Lawrence and its many large industries.

Therefore, on behalf of the PTAC, I pledge my support for the TIGER Grant Request for a Multimodal Center on the University of Kansas Campus on Lot 90. Receipt of this grant would greatly impact our community. If you have any further questions, please feel free to contact me at 842-2053.

Sincerely,

A handwritten signature in blue ink that reads "Lyle A. Setinger". The signature is written in a cursive style with a large initial "L".

Chair, Public Transit Advisory Committee

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Mike King, Secretary



Phone: 785-296-3461  
Fax: 785-368-7415  
Hearing Impaired - 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>

Sam Brownback, Governor

April 20, 2016

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx:

The Kansas Department of Transportation (KDOT) is proud to support the TIGER grant request by the City of Lawrence Transit System and their partner, the University of Kansas (KU), to develop a Multimodal Transportation Center at Lot 90 on the University of Kansas campus at the intersection of 18<sup>th</sup> Street and Naismith Drive in Lawrence, Kansas.

Since developing a transit system in the 1990's, the City of Lawrence has seen substantial growth in their system. The evolution of the current partnership between the City of Lawrence and KU on the Wheels transit system from conception to the present is a best practice and optimizes the best of what each system has to offer. To continue to grow these two systems necessitates a shared transfer facility in a central Lawrence location. Additionally, a transfer center benefits their regional partner, Johnson County Transit, which provides the K-10 Connector service in Lawrence.

KDOT is a significant funding partner in both the City of Lawrence transit system and Johnson County Transit's K-10 Connector. This TIGER grant would provide a multimodal facility on Lot 90, at the southeast corner of KU's Central District, which will maximize both existing and future federal, state and local transit investments.

This facility, which will offer bus transfers (with room for growth), administrative offices, vehicle parking, and bicycle storage, is a perfect example of a true multimodal facility, where an individual can transfer from bike to bus, or from car to bus, or from bus to walking. The innovative technology features both related to real-time bus transfer information and for parking management will be exciting for users; especially those heading to class at KU.

The transit systems in Lawrence provide a needed service to a varied population; from workforce and students at KU and the Lawrence Public Schools, to the many major employers at the industrial sites on the fringes of town. The social service and medical needs are also plentiful and the City of Lawrence Transit System provides an exceptional service. The Lawrence Transit System has received ridership awards from FTA for many years; we are so proud of their growth! A centrally located transfer facility will enhance their service offerings and make them even more successful in the years ahead.

KDOT is a proud partner with the City of Lawrence on many projects and we know them to be a reliable and committed project sponsor. We are excited to support them on this grant request. Should you have any questions, please feel free to contact me at (785) 296-3285.

Sincerely,

Mike King  
Secretary of Transportation  
Director of Kansas Turnpike Authority

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April 18, 2016

The Honorable Anthony Foxx  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx,

I write in support of the application submitted by the University of Kansas for the City of Lawrence/University of Kansas TIGER Grant Request for a Multimodal Center to be located on the KU Campus.

Having a transportation center in a convenient location for students and staff of the University of Kansas that is also centrally located to the City of Lawrence will benefit the entire community. A multimodal center will be useful to all citizens of Lawrence and supports both City and University efforts to encourage walking and biking. Additionally, a roundabout planned for the intersection of 18<sup>th</sup> Street and Naismith Drive will provide a southern "gateway" to the University and a potential donor opportunity for naming.

On behalf of the University of Kansas community, I add my support for the TIGER Grant Request for a Multimodal Center on the University of Kansas Campus on Lot 90. Receipt of this grant would have a significant and positive impact on our community and the students and staff of KU.

Cordially,

Dale Seufferling  
President

DS:clh



April 21, 2016

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx,

I am the President of the Student Body at the University of Kansas, with an enrollment of approximately 28,000 students in Lawrence, KS. The City of Lawrence transit system, in coordination with the KU on Wheels transit service, provides a vital service to our students, faculty and staff. I am proud to strongly support the City of Lawrence/University of Kansas TIGER Grant Request for a Multimodal Center on the University of Kansas Campus.

The City of Lawrence and University of Kansas have been seeking a unified location for bus transfers for many years. The current downtown location used for transfers is too far east for many of our students and staff who seek to use the bus for origins and destinations in south, central and west Lawrence. A transfer location off 18<sup>th</sup> Street and Naismith Drive is centrally located for our population and will potentially shorten trips and undoubtedly reduce the need for transfers. This proposed facility would also be located on campus and in close proximity to the growing Central District, currently under development, making it a very convenient location for students and staff seeking to ride the bus.

Therefore, on behalf of the University of Kansas Student Senate and student body, I pledge my support for the TIGER Grant Request for a Multimodal Center on the University of Kansas Campus on Lot 90. Receipt of this grant would greatly benefit our community and the students and staff at the University of Kansas to continue to learn and serve.

Sincerely,



Jessie Pringle  
President of the Student Body



**JOHNSON COUNTY**  
KANSAS  
**County Manager's Office**

111 S. Cherry Street, Suite 3300  
Olathe, Kansas 66061

April 25, 2016

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx,

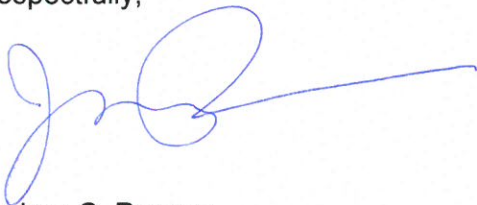
Johnson County is pleased to support the TIGER grant request by the City of Lawrence Transit System and their partner, the University of Kansas, to develop a Multimodal Transportation Center at Lot 90 on the University of Kansas campus at the intersection of 18<sup>th</sup> Street and Naismith Drive.

Johnson County is in the Kansas City metropolitan area, located southwest of downtown Kansas City. Johnson County Transit's main service is providing commuter trips throughout the metropolitan area. One of our most popular services, the K-10 Connector, provides services between Johnson County Community College and the KU Edwards Campus in Johnson County and three destinations in Lawrence. Having a multimodal transfer facility near the University of Kansas that connects K-10 Connector riders with the City of Lawrence Transit System and KU on Wheels would provide an exceptional enhancement to our riders.

Currently, the K-10 Connector makes three stops in Lawrence; at 19<sup>th</sup> and Haskell in East Lawrence, Irving Hill and Naismith Road on the KU Campus, and the KU Park and Ride in west campus at Clinton and Crestline. The proposed facility will provide an area for the K-10 Connector's over the road coaches to park adjacent to the bus transfer facility. Should the Multimodal Transportation Center be funded through this TIGER grant, more Lawrence transit riders will have access to the K-10 Connector with fewer transit connections.

Thank you for your consideration of the Multimodal Transportation Center TIGER grant application. We are excited to support this grant. Should you have any questions, please feel free to contact me at (913) 715-8921.

Respectfully,



Joshua C. Powers  
Business Liaison  
County Manager's Office



2801 West 31st Street  
Lawrence, Kansas 66047  
785•842•0550  
Fax: 785•842•6102

**COTTONWOOD**  
I N C O R P O R A T E D

April 22, 2016

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx,

Cottonwood, Inc. is proud to support the City of Lawrence/University of Kansas TIGER Grant Request for a Multimodal Center on the University of Kansas Campus. Cottonwood, Inc. is a 501 (c) 3 not-for-profit organization that was established in 1972 to provide services to individuals with intellectual/developmental disabilities. It is the Community Developmental Disabilities Organization (CDDO) for Douglas and Jefferson counties. As the CDDO, Cottonwood is the single point of entry connecting individuals of all ages with intellectual/ developmental disabilities to the network of services in this area.

Many of our clients are not able to drive because of their intellectual/developmental disability. The City of Lawrence Transit System is a lifeline for those clients providing the independence to work and to meet their other needs. Currently, many trips throughout Lawrence require multiple transfers, which can be complicated for this population. The transfer itself, which currently requires crossing streets, seeking the correct bus and determining the appropriate direction of the bus, can be very difficult for someone with an intellectual disability.

The proposed Multimodal Transit Center will provide one location for transfers, which will limit the number of transfers per trip (making it easier to understand for users with intellectual/developmental disabilities) and will make the actual transfer a simpler exercise. It will offer a great improvement in service to individuals served by Cottonwood.

Cottonwood, Inc. is pleased to support this grant. Receipt of this grant would greatly impact our community. If you have any further questions, please feel free to contact me at 785/842-0550.

Sincerely,

Sharon S. Spratt  
CEO

SS:kl

*"We help people with disabilities shape their own futures."*

[www.cwood.org](http://www.cwood.org)



**JOHNSON COUNTY**  
COMMUNITY COLLEGE

---

12345 College Blvd. • Overland Park, KS • 66210-1299

April 22<sup>nd</sup>, 2016

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx,

The Johnson County Community College is proud to support the TIGER grant request by the City of Lawrence Transit System and their partner, the University of Kansas, to develop a Multimodal Transportation Center at Lot 90 on the University of Kansas campus at the intersection of 18<sup>th</sup> Street and Naismith Drive.

Johnson County Community College, located in Overland Park, Kansas is one of the state's largest institutions of higher learning, with an enrollment of over 46,000 students. Our students reside throughout the region, and transportation to and from class is important to their success. The introduction of Johnson County Transit's K-10 Connector in 2007 allowed KU and Johnson County Community College students to travel between the two campuses without having to drive. This takes cars off of K-10, makes the trip more economical for our students, and allows KU students to also take classes at Johnson County Community College. It has been an exceptional partnership between JCCC and the transit providers; a new Multimodal Transportation Center that brings the K-10 Connector together with local transit, parking and bicycle amenities will only make service to our students in Lawrence better.

Thank you for your consideration of the Multimodal Transportation Center TIGER grant application. We are excited to support this grant. Should you have any questions, please feel free to contact me at [jsopcich@jccc.edu](mailto:jsopcich@jccc.edu).

Sincerely,

Joe Sopcich, Ph.D.  
President



**The Economic Development Corporation of Lawrence and Douglas County**

28 April 2016

The Honorable Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Dear Secretary Foxx,

The Lawrence Chamber of Commerce is proud to support the City of Lawrence/University of Kansas TIGER Grant Request for a Multimodal Center on the University of Kansas Campus. This project is in keeping with our mission to *promote economic development in Lawrence and Douglas County through the retention and expansion of existing businesses, industries and new entrepreneurial business opportunities, the attraction of high wage business and industry and encouraging the retention and attraction of local spend.*

The Lawrence Chamber of Commerce is currently working on many efforts to retain and expand business opportunities in our region that would be supported by effective multimodal transportation. The development of the VenturePark, a new industrial site on the K-10 corridor, will be a major employment center on the eastern edge of Lawrence adjacent to the East Hills Business Park. Currently, workers traveling to East Hills are required to make long bus transfers to get to their work destination. A transfer center, as requested in this grant, would reduce the amount of transfers needed by workers going to the VenturePark and East Hills and would make those transfers more efficient.

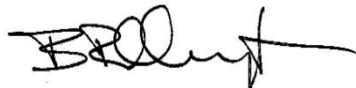
The Lawrence Chamber of Commerce was also instrumental in the creation of the Dwayne Peaslee Technical Training Center, an adult training center located at 2920 Haskell Avenue. This Center, which brings educational resources from area community colleges, technical schools and the Lawrence Public Schools, provides adult education to allow advancement and career building opportunities to Lawrencians. Those who attend Peaslee Tech are generally the most transportation disadvantaged and reducing the need for transfers and making transfers more convenient will help them in attending classes and in job seeking and retention.

**646 Vermont St., Ste. 200, Lawrence, KS 66044, Phone: 785.865.4411**



The Lawrence Chamber has numerous other efforts underway, including support of start-ups and entrepreneurs and directed initiatives towards biosciences and technology that will be enhanced because of improvements to transit as associated with this project. Therefore, on behalf of the Lawrence Chamber of Commerce, I pledge my support for the TIGER Grant Request for a Multimodal Center on the University of Kansas Campus on Lot 90. Receipt of this grant would greatly impact our community. If you have any further questions, please feel free to contract me at 785-865-4425 or via email at [bpollington@edclawrence.com](mailto:bpollington@edclawrence.com).

Warm regards,

A handwritten signature in black ink, appearing to read "Brady Pollington", with a long horizontal stroke extending to the right.

Brady Pollington

Vice President, Economic Development Corporation of Lawrence & Douglas County

**APPENDIX D**  
**BENEFIT-COST ANALYSIS (COMPLETE)**

# Benefit-Cost Analysis for Lawrence Multimodal Transfer Facility

## Introduction

This benefit-cost analysis (BCA) was conducted for the Multimodal Transfer Facility for submission to the U.S. Department of Transportation (USDOT) as a requirement of a discretionary grant application for the 2016 TIGER program. The methodology for the BCA is in accordance with USDOT's 2016 *TIGER Benefit-Cost Analysis Guidance*,<sup>1</sup> the *Benefit-Cost Analysis (BCA) Resource Guide*<sup>2</sup> and the Notice of Funding Opportunity (NOFO) {81 FR 9935}.

## Analytical Assumptions

### Discount Rates

Dollar figures in this analysis are expressed in 2015 dollars. The U.S. Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U)<sup>3</sup> was used to adjust them in instances where cost estimates or benefit valuations were expressed in dollar values in other years (e.g., certain sources express dollars in 2013 terms and those are adjusted to 2015 dollars).

The discount rates used in this BCA are 3.0 and 7.0 percent based on USDOT guidance for 2016 TIGER grant applications<sup>4</sup> and OMB Circular A-4.<sup>5</sup>

### Evaluation Period

The evaluation period for Multimodal Transfer Facility includes the post-design construction period during which capital expenses will occur, plus 30 years of operations beyond project completion. The current anticipated development schedule is as follows: design work will commence in 2017, construction will begin in early 2018 and be completed in early 2019. Therefore, the analysis period commences in January 2018, when capital improvements begin, and continues through 30 years of operations, or 2048.

All benefits are assumed to occur at the end of each calendar year and the benefits begin in the calendar year immediately following anticipated construction completion.

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<sup>1</sup> TIGER VIII NOFO BCA Appendix: "Benefit-Cost Analysis Analyses Guidance for Applicants"; <https://www.transportation.gov/policy-initiatives/tiger/2016-tiger-benefit-cost-analysis-guidance>

<sup>2</sup> TIGER and FASTLANE Benefit-Cost Analysis (BCA) Resource Guide, Updated 3/1/2016; <https://www.transportation.gov/policy-initiatives/tiger/2016-tiger-benefit-cost-analysis-guidance>

<sup>3</sup> U.S. Bureau of Labor Statistics. Consumer Price Index, All Urban Consumers, U.S. City Average, Series CUSR0000SA0. 1982-1984=100

<sup>4</sup> TIGER VIII NOFO BCA Appendix: "Benefit-Cost Analysis Analyses Guidance for Applicants"; <https://www.transportation.gov/policy-initiatives/tiger/2016-tiger-benefit-cost-analysis-guidance>

<sup>5</sup> White House Office of Management and Budget, Circular A-94, *Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs* (October 29, 1992). ([http://www.whitehouse.gov/omb/circulars\\_a094](http://www.whitehouse.gov/omb/circulars_a094)).

## Project Region

The City of Lawrence is in northeast Kansas and the current population is estimated to be 92,783.<sup>6</sup> The transit system is cooperatively operated by Lawrence Transit and KU on Wheels. Ridership trends are summarized in the following table (Table 6).

Table 6: Historic Transit Trends

Fiscal Year	Lawrence Transit		Coordinated Routes		KUOW Off-Campus		KUOW On-Campus		Total System-Wide	
	Total Annual Rides	Average Rides/ Mo.	Total Annual Rides	Average Rides/ Mo.	Total Annual Rides	Average Rides/ Mo.	Total Annual Rides	Average Rides/ Mo.	Total Annual Rides	Average Rides/ Mo.
2010	264,700	22,058	291,914	24,326	724,124	60,344	1,534,642	127,887	2,815,380	234,615
2011	297,666	24,806	355,143	29,595	649,457	54,121	1,508,111	125,676	2,810,377	234,198
2012	348,036	29,003	357,116	29,760	617,722	51,477	1,362,602	113,550	2,685,476	223,790
2013	455,068	37,922	497,644	41,470	485,102	40,425	1,315,617	109,635	2,753,431	229,453
2014	499,938	41,662	567,930	47,328	513,090	42,758	1,353,561	112,797	2,934,519	244,543
2015	559,981	46,665	548,361	45,697	505,586	42,132	1,368,811	114,068	2,982,739	248,562
2016*	514,216	42,851	547,450	45,621	491,786	40,982	1,262,142	105,179	2,815,594	234,633

\*Data for 2016 provided from June through March. April, May and June figures estimated based on prior years.

The routes that will be impacted by Multimodal Transfer Facility are the Lawrence Transit Routes and Coordinated Routes. Thus, the KU On Wheels routes, ridership statistics, and operations are not included in the BCA. Table 7 summarizes population and ridership per capita trends. As indicated, ridership on Lawrence Transit and the coordinated routes increased substantially from 2000 to 2016. According to transit staff, ridership is not anticipated to increase further without adding capacity or other efficiencies.

Table 7: Population and Ridership per Capita

Fiscal Year	Lawrence Population			Routes Impacted	
	Annual Population Count**	System- Wide Rides per Capita	Lawrence Transit Rides per Capita	Lawrence Transit +	Lawrence Transit +
				Coordinated Routes Annual Rides	Coordinated Routes Rides per Capita
2010	87,643	32.12	3.02	556,614	6.35
2011	89,050	31.56	3.34	652,809	7.33
2012	89,888	29.88	3.87	705,152	7.84
2013	91,176	30.20	4.99	952,712	10.45
2014	92,763	31.63	5.39	1,067,868	11.51
2015	93,741	31.82	5.97	1,108,342	11.82
2016*	94,729	29.72	5.43	1,061,666	11.21

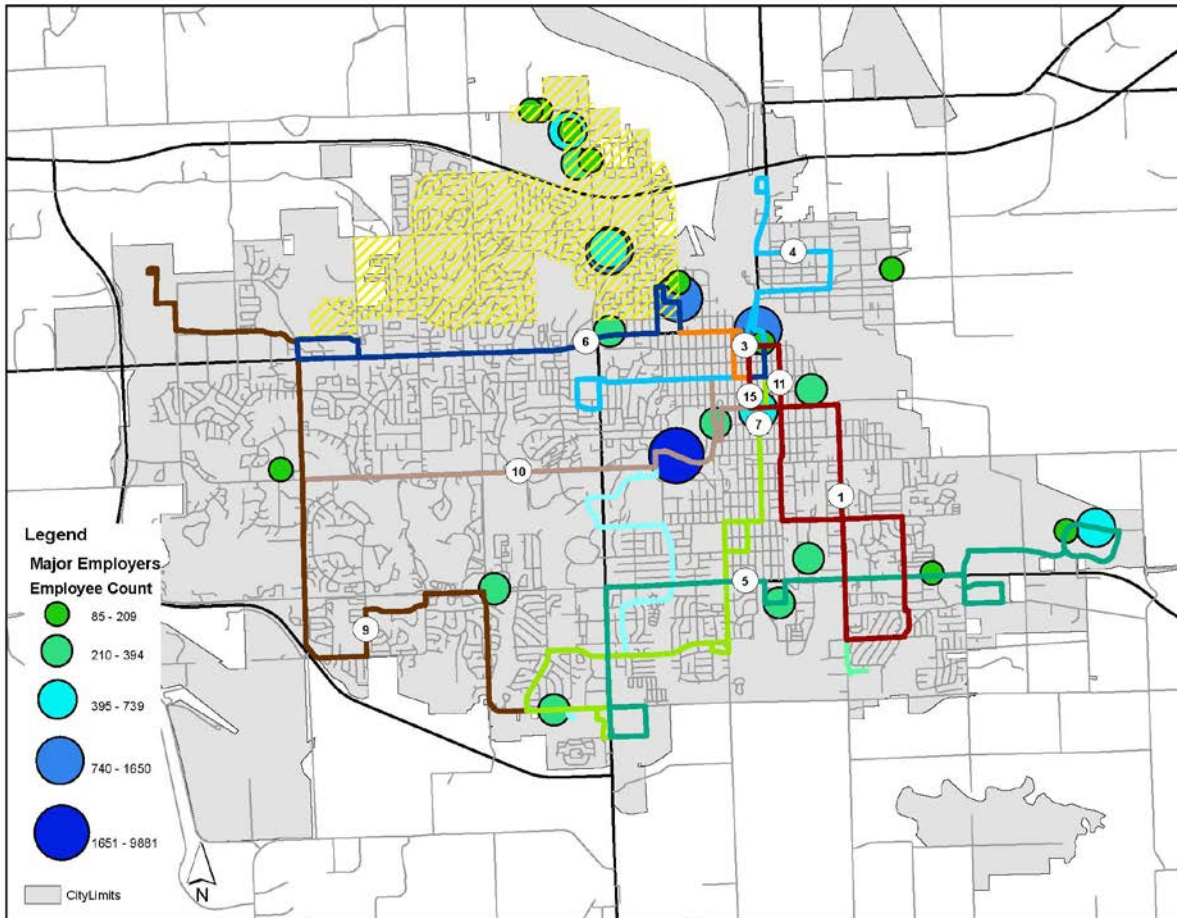
\*\* Source: U.S. Census Bureau, Census 2010 and Annual Population Estimates; 2015 and 2016 populations est. based on annual population growth rate of 1.05%, which is the average from 2000 (80,098) to 2014 (92,763)

The Lawrence Transit and coordinated routes serve 18 of the 26 largest employers in Lawrence, including the University of Kansas. The map on the following page illustrates the proximity of transit routes to major employers.

<sup>6</sup> U.S. Census Bureau, 2014 Population Estimates



The major employers either on or within a short walk to the current transit routes currently employ 17,910 workers<sup>7</sup>, representing 35% of all employees in Lawrence.<sup>8</sup> The system also serves many smaller employers along the specified routes, making it an integral component of the city's economic ecosystem.



Refer to pages 2-3 of Project Narrative for discussion of the project need.

<sup>7</sup> Economic Development Corporation of Lawrence & Douglas County, *Lawrence & Douglas County – Largest Employers*: <http://www.edclawrence.com/doing-business-here/major-employers/>

<sup>8</sup> U.S. Department of Labor, Bureau of Labor Statistics, *Local Area Unemployment Statistics*. Lawrence, Kansas, February 2016

## BCA Model

This analysis was performed using an analytical Excel model with a methodology consistent with USDOT guidance. Benefits are summarized according to the following categories:

- Economic Competitiveness
- Livability
- Sustainability
- Safety

Certain benefits that will occur as a result of the project are not monetized. For instance, Multimodal Transfer Facility will include bicycle lockers, which will improve facilities in the city for bikers and pedestrians. Encouraging additional biking will reduce auto use, enhance mobility options, and add health and recreation benefits. However, these benefits are small and are excluded from the model.

Also, transfers will occur in a covered facility rather than out in the open and exposed to weather conditions. This enhances the appeal of using the transit system and will likely increase ridership, but such impacts will be relatively small. Thus, this factor is excluded from the model.

## Monetized Benefits

The following sections identify the benefits included in the BCA for the Multimodal Transfer Facility. Each section defines the inputs use, their sources, and logic for including them. Lawrence Transit estimates that ridership will increase up to 20% as a result of the development of Multimodal Transfer Facility because of the more efficient operations, reduced need for transfers, and higher level of service that it will allow. Two scenarios are included to illustrate the potential range of benefits:

1. A 10% increase in transit ridership and a 1% decrease in VMT<sup>9</sup>
2. A 20% increase in transit ridership and a 2% decrease in VMT

The primary statistics used to build this model are transit rides per capita and city-wide vehicle miles of travel (VMT). For the purpose of projecting these statistics over the analysis period, they are tied to population. Population growth for Lawrence is projected at a straight-line rate of 1.05% per year based on historic population growth from 2000 to 2014. The following table summarizes the *average annual* population, ridership, and VMT estimates for each scenario over the analysis period.

**Table 8: Scenario Comparison (Annual Averages)**

	<i>Population</i>	<i>Ridership</i>	<i>VMT</i>
No Build	112,515	1,267,521	2,048,945
Scenario 1	112,515	1,327,526	2,029,545
Scenario 2	112,515	1,507,541	2,010,145

---

<sup>9</sup> VMT for Lawrence will not decrease on a year-over-year basis. Rather, the rate of VMT increases will be less than in the baseline or “no-build” scenario.

## Economic Competitiveness

### Transit Operations

Transit operations will benefit in two ways: reduced operating costs generated by reducing inefficiencies such as deadhead mileage, and increased fare revenues from increased transit ridership.

Key inputs for this portion of the model are summarized below:

- 110 of the 161.5 miles (68%) served by the system are on routes impacted by the project.<sup>10</sup>
- 5.5% of daily miles on affected routes are considered “deadhead” miles.<sup>11</sup>
- There were 1,433,400 annual vehicle miles in 2014.<sup>12</sup>
- There were 1,314,300 annual revenue miles in 2014.<sup>13</sup>
- There were 132,900 annual vehicle hours in 2014.<sup>14</sup>
- There were 126,500 annual vehicle revenue hours in 2014.<sup>15</sup>
- There were 10.79 vehicle miles per vehicle hour in 2014.<sup>16</sup>

Based on this, 976,310 annual vehicle miles can be attributed to the affected routes. Thus, there are 55,697 deadhead miles on the affected routes, which is a factor that will be reduced as a result of the project.<sup>17</sup> This results in 4,977 deadhead hours ( $55,697 \div 10.79$  VMpH).

The current operating cost for transit routes is \$70.90 per mile per Lawrence Transit. If deadhead hours are reduced by 25% (1,244 hours), total operating costs would be reduced by \$88,209 per year, on average, for both scenarios. This assumes that the routes would remain similar.

### Travel Time Savings

Travel time savings include in-vehicle travel time savings for auto drivers. Travel time is considered a cost to users and its monetized value depends on the adverse effects associated with time spent traveling in a vehicle. A reduction in travel time results in more time for work, leisure and other activities.

Travel time savings are converted from hours to dollars so that benefits can be aggregated and compared against costs. The basis for this calculation is taken from *Benefit-Cost Analysis (BCA) Resource Guide* as summarized below (Table 9):

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<sup>10</sup> Lawrence Transit and KU on Wheels

<sup>11</sup> Ibid.

<sup>12</sup> National Transit Database, 2014.

<sup>13</sup> Ibid.

<sup>14</sup> Ibid.

<sup>15</sup> Ibid.

<sup>16</sup> Ibid.

<sup>17</sup>  $5.5\% \times 976,310 = 55,697$

**Table 9: Recommended Hourly Values of Travel Time Savings (2015 U.S. \$ per person hour)**

Category	Surface Modes Except High-Speed Rail	
Local Travel		
Personal	\$	12.92
Business	\$	24.93
All Purposes	\$	13.47

*\*Reported amounts were in 2014 \$s and converted to 2015 \$s using CPI data  
Guide, Updated 3/1/2016*

The exact division between personal and business travel is not known for trips impacted by the project, so the values of time for “all purposes” are used.

Travel time savings will be generated by the efficiencies created in the transit system by the development of the transit center. More direct routes and fewer transfers will impact almost each route. The exact amounts of travel time savings are not yet available because a detailed study of how routes will be impacted has not yet been completed. To recognize the benefits of improving efficiency, travel time savings are estimated at 1 minute per trip in both scenarios.

The average travel time saved per year for Scenario 1 is 21,335 hours per year. This results in an average annual net benefit of \$287,382 (21,335 hours x \$13.47 per hour).

The average travel time saved per year for Scenario 2 is 25,602 hours per year. This results in an average annual net benefit of \$344,859 (25,602 hours x \$13.47 per hour).

#### *Vehicle Operating Cost Savings*

The net reduction in VMT caused by the project will result in lower vehicle operating costs. Vehicle operating cost data published by the American Automobile Association (AAA) indicates that vehicle ownership costs range from \$0.488 to \$0.758 per mile, including fuel, for sedans. The range depends on vehicle type and mileage drive per year. Fuel Costs range from \$0.0918 to \$0.1358 per mile. Ownership costs range from \$0.529 to \$0.926 per mile for minivans and SUV's.<sup>18</sup>

For the purposes of the BCA, the overall average of \$0.58 per mile is used.

The average vehicle operating costs saved per year for Scenario 1 is \$12,002.

The average vehicle operating costs saved per year for Scenario 2 is \$24,004.

<sup>18</sup> American Automobile Association, *Your Driving Costs*, 2015 Addition.



## Safety

### Accident Reduction

The projected net reduction in VMT will reduce traffic accidents and injuries, thereby creating economic benefit. Table 10, below, summarizes 2010 to 2014 accident statistics for Lawrence. The averages listed are used in this analysis.

**Table 10: Lawrence Vehicle Accident Summary**

Description	2014	2013	2012	2011	2010	5-year Averages
Fatal	1	3	3	2	2	2.2
Injury	377	403	480	485	483	445.6
Property Damage Only	1981	1805	1713	1813	2091	1880.6
Injuries	486	520	623	618	613	572
Total Accidents	2359	2211	2196	2300	2576	2328.4

Source: Kansas Department of Transportation

The above data is not segregated in terms of injury severity. Therefore, the classification of injuries by type is estimated based on the procedure discussed in the *Benefit-Cost Analysis Resource Guide*.<sup>19</sup> The guide classifies different severity scales. The monetized cost of each injury classification is also provided. Table 11 summarizes the calculations.

**Table 11: Injury Distribution Calculation per BCA Resource Guide - Base Year**

AIS	Injury Severity		Injury Distribution (584 Injuries)	Cost Per Type (2015 \$s)		Total
	Unknown Multiplier					
0 No Injury	0.21538		125.78192	\$		-
1 Minor	0.62728		366.33152	\$28,800	\$	10,550,348
2 Moderate	0.104		60.736	\$451,200	\$	27,404,083
3 Serious	0.03858		22.53072	\$1,008,000	\$	22,710,966
4 Severe	0.00442		2.58128	\$2,553,600	\$	6,591,557
5 Critical	0.01034		6.03856	\$5,692,800	\$	34,376,314
6 Not Survivable	0		0			
Injuries	584					
			Total	\$		101,633,267.71

Source: Department of Transportation Analysis, *Guidance on Treatment of the Economic Value of a Statistical Life in U.S*

<sup>19</sup> TIGER and FASTLANE Benefit-Cost Analysis (BCA) Resource Guide, Updated 3/1/2016, pp. 12-15; <https://www.transportation.gov/policy-initiatives/tiger/2016-tiger-benefit-cost-analysis-guidance>

Table 12 summarizes the average annual VMT and injuries for the various scenarios.

**Table 12: Average Annual Injuries by Traffic**

Accident	VMT	Injuries	Economic Benefit
No Build	2,048,945	697.2	
Scenario 1	2,020,061	687.4	\$ 1,623,859
Scenario 2	2,001,249	681.0	\$ 2,945,680

## Sustainability

### Reduced Emissions

The prospective reduction in VMT will also reduce emissions. Three steps are required to monetize reduced emissions. First, emission rates must be quantified based on VMT. The following table summarizes emission rates per gram.

**Table 13: Emission Conversion Summary**

Emission Type	Emission Rate (grams per VMT)
CO	1.852
NOX	0.175
PM	0.0352
SOX	0.0039
VOC	0.168
CO2	384.6

Source: California Department of Transportation  
Lifecycle Benefit-Cost Analysis Tool, 2012

Next, the emission rates in grams must be converted to short tons or metric tons, depending on the emission type.<sup>20</sup> There are 907,185 grams per short ton and 1,000,000 grams per metric ton.

Finally, the emissions are monetized using values published in the *Benefit-Cost Analysis Resource Guide*.

<sup>20</sup> According to the *BCA Resource Guide*, CO2 emissions are expressed in metric tons, while the other emissions are expressed in short tons.

**Table 14: Emission Monetization Summary**

<b>Emission Type</b>	<b>\$/Short Ton</b>
NOX	\$7,266.00
PM	\$332,405.00
SOX	\$42,947.00
VOC	\$1,844.00
CO2	\$41.00

*Source: USDOT, BCA Resource Guide, 2016*

Monetized savings from emissions reductions are nominal for the project; however, it is important to note that emission will be reduced.

A reduction of approximately .008 short tons of NO<sub>x</sub>, PM, Sox and VOC emissions will occur in Scenario I, as will a reduction of 8.0 metric tons of CO<sub>2</sub>.

A reduction of approximately .0158 short tons of NO<sub>x</sub>, PM, Sox and VOC emissions will occur in Scenario I, as will a reduction of 15.9 metric tons of CO<sub>2</sub>.

Per USDOT Guidance, CO<sub>2</sub> impacts will be analyzed assuming a 3% discount rate.

## Fuel Savings

Another benefit relating to sustainability is reduced fuel consumption for personal vehicles and transit vehicles. Both of these components are monetized as reduced vehicle operating costs and reduced transit operating costs.

According to the USDOT, the average passenger vehicle miles per gallon (mpg) rating was 21.4 in 2014.<sup>21</sup> Table 14 summarizes estimated fuel savings.

**Table 14: Summary of Personal Vehicle Fuel Savings**

	<i>Mileage per Year Saved</i>	<i>Gallons Saved</i>	<i>Cumulative Mileage Saved</i>	<i>Cumulative Gallons Saved</i>
Scenario 1	20,693	967	620,788	29,009
Scenario 2	41,386	1,934	1,241,576	58,018

\*Assumes 21.4 average MPG.

Fuel savings will also occur as a result of reduced transit mileage. According to data sent by Lawrence Transit, the average MPG rating is approximately 2.97 for their fleet. Fuel savings are based on reductions in deadhead miles and savings are the same for both scenarios.

**Table 15: Summary of Transit Vehicle Fuel Savings**

	<i>Annual Average Mileage</i>	<i>Gallons of Fuel Saved</i>	<i>Cumulative Mileage</i>	<i>Cumulative Gallons Saved</i>
Deadhead Mileage Reduction	13,424	4,520	402,728	135,599

<sup>21</sup> Office of the Assistant Secretary for Research and Technology, Bureau of Transportation Statistics



## Summary

The benefit-cost calculations for Scenario 1 and Scenario 2 are summarized in the following tables.

<b>Table 16: Summary of Benefit-Cost Data - Scenario 1</b>		
Calendar Year		
Project Year		
Description	Cumulative Net Benefits	
Capital Costs	\$ (30,589,200)	
Vehicle Accidents	\$ 48,715,768	
Emissions	\$ 9,242	
Personal Vehicle Operations	\$ 360,057	
Transit Operations	\$ 2,646,283	
Travel Time Transit Riders	\$ 8,618,952	
Totals	\$ 29,761,102	
		B-C Ratio
NPV @ 7%	(\$5,629,175.03)	(0.18)
NPV @ 3%	\$8,238,003.13	0.27

<b>Table 17: Summary of Benefit-Cost Data - Scenario 2</b>		
Calendar Year		
Project Year		
Description	Cumulative Net Benefits	
Capital Costs	\$ (30,589,200)	
Vehicle Accidents	\$ 88,370,409	
Emissions	\$ 18,467	
Personal Vehicle Operations	\$ 720,114	
Transit Operations	\$ 4,678,849	
Travel Time Transit Riders	\$ 10,345,842	
Totals	\$ 73,544,481	
		B-C Ratio
NPV @ 7%	\$9,378,363.03	0.31
NPV @ 3%	\$34,553,925.46	1.13

## Detailed Summary Tables

**Table 18: Scenario Comparison Table**

	No Build Scenario			Scenario 1			Scenario 2		
	Population	Ridership	VMT	Population	Ridership	VMT	Population	Ridership	VMT
Base Year (2016)	94,729	1,061,666	1,716,576	94,729	1,061,666	1,716,576	94,729	1,061,666	1,716,576
FY 2017	95,724	1,073,061	1,734,601	95,724	1,073,061	1,734,601	95,724	1,073,061	1,734,601
FY 2018	96,729	1,084,328	1,752,814	96,729	1,084,328	1,752,814	96,729	1,084,328	1,752,814
FY 2019	97,744	1,095,713	1,771,218	97,744	1,150,499	1,753,506	97,744	1,314,856	1,735,794
FY 2020	98,771	1,107,218	1,789,816	98,771	1,162,579	1,771,918	98,771	1,328,662	1,754,020
FY 2021	99,808	1,118,844	1,808,609	99,808	1,174,786	1,790,523	99,808	1,342,613	1,772,437
FY 2022	100,856	1,130,592	1,827,600	100,856	1,187,122	1,809,324	100,856	1,356,710	1,791,048
FY 2023	101,915	1,142,463	1,846,789	101,915	1,199,586	1,828,322	101,915	1,370,956	1,809,854
FY 2024	102,985	1,154,459	1,866,181	102,985	1,212,182	1,847,519	102,985	1,385,351	1,828,857
FY 2025	104,066	1,166,581	1,885,776	104,066	1,224,910	1,866,918	104,066	1,399,897	1,848,060
FY 2026	105,159	1,178,830	1,905,576	105,159	1,237,771	1,886,521	105,159	1,414,596	1,867,465
FY 2027	106,263	1,191,208	1,925,585	106,263	1,250,768	1,906,329	106,263	1,429,449	1,887,073
FY 2028	107,379	1,203,715	1,945,803	107,379	1,263,901	1,926,345	107,379	1,444,458	1,906,887
FY 2029	108,506	1,216,354	1,966,234	108,506	1,277,172	1,946,572	108,506	1,459,625	1,926,910
FY 2030	109,646	1,229,126	1,986,880	109,646	1,290,582	1,967,011	109,646	1,474,951	1,947,142
FY 2031	110,797	1,242,032	2,007,742	110,797	1,304,134	1,987,665	110,797	1,490,438	1,967,587
FY 2032	111,960	1,255,073	2,028,823	111,960	1,317,827	2,008,535	111,960	1,506,088	1,988,247
FY 2033	113,136	1,268,252	2,050,126	113,136	1,331,664	2,029,625	113,136	1,521,902	2,009,124
FY 2034	114,324	1,281,568	2,071,652	114,324	1,345,647	2,050,936	114,324	1,537,882	2,030,219
FY 2035	115,524	1,295,025	2,093,405	115,524	1,359,776	2,072,471	115,524	1,554,030	2,051,537
FY 2036	116,737	1,308,622	2,115,385	116,737	1,374,053	2,094,232	116,737	1,570,347	2,073,078
FY 2037	117,963	1,322,363	2,137,597	117,963	1,388,481	2,116,221	117,963	1,586,835	2,094,845
FY 2038	119,201	1,336,248	2,160,042	119,201	1,403,060	2,138,441	119,201	1,603,497	2,116,841
FY 2039	120,453	1,350,278	2,182,722	120,453	1,417,792	2,160,895	120,453	1,620,334	2,139,068
FY 2040	121,718	1,364,456	2,205,641	121,718	1,432,679	2,183,584	121,718	1,637,347	2,161,528
FY 2041	122,996	1,378,783	2,228,800	122,996	1,447,722	2,206,512	122,996	1,654,540	2,184,224
FY 2042	124,287	1,393,260	2,252,202	124,287	1,462,923	2,229,680	124,287	1,671,912	2,207,158
FY 2043	125,592	1,407,889	2,275,851	125,592	1,478,284	2,253,092	125,592	1,689,467	2,230,334
FY 2044	126,911	1,422,672	2,299,747	126,911	1,493,806	2,276,750	126,911	1,707,207	2,253,752
FY 2045	128,244	1,437,610	2,323,894	128,244	1,509,491	2,300,655	128,244	1,725,132	2,277,416
FY 2046	129,590	1,452,705	2,348,295	129,590	1,525,341	2,324,812	129,590	1,743,246	2,301,329
FY 2047	130,951	1,467,959	2,372,952	130,951	1,541,357	2,349,223	130,951	1,761,550	2,325,493
FY 2048	132,326	1,483,372	2,397,868	132,326	1,557,541	2,373,890	132,326	1,780,047	2,349,911

**Table 19: Accident Data Summary I of II**

		No Build Scenario					Scenario I					Net Reduction in Accident Costs
		Total Accidents	PDO	Injuries Total	AIS 6 (Fatality)	Total Accident Cost	Total Accidents	PDO	Injuries Total	AIS 6 (Fatality)	Total Accident Cost	
											=	
	Base Year	2378	1920	584	2	\$ 128,893,428	2378	1920	584	2	\$ 128,893,428	\$ -
Year 1	FY 2017	2403	1941	590	2	\$ 130,025,763	2403	1941	590	2	\$ 130,025,763	\$ -
Year 2	FY 2018	2428	1961	596	2	\$ 131,153,902	2428	1961	596	2	\$ 131,153,901	\$ 1
Year 3	FY 2019	2453	1982	603	2	\$ 132,460,266	2429	1962	597	2	\$ 131,332,128	\$ 1,128,137
Year 4	FY 2020	2479	2002	609	2	\$ 133,588,405	2454	1982	603	2	\$ 132,460,266	\$ 1,128,139
Year 5	FY 2021	2505	2023	615	2	\$ 134,720,738	2480	2003	609	2	\$ 133,592,601	\$ 1,128,137
Year 6	FY 2022	2532	2045	622	2	\$ 136,031,304	2506	2024	616	2	\$ 134,898,966	\$ 1,132,338
Year 7	FY 2023	2558	2066	628	2	\$ 137,163,637	2533	2045	622	2	\$ 136,031,301	\$ 1,132,335
Year 8	FY 2024	2585	2088	635	2	\$ 138,474,200	2559	2067	629	2	\$ 137,341,864	\$ 1,132,335
Year 9	FY 2025	2612	2110	642	2	\$ 139,784,763	2586	2089	635	2	\$ 138,478,398	\$ 1,306,365
Year 10	FY 2026	2640	2132	648	2	\$ 140,921,296	2613	2111	642	2	\$ 139,788,961	\$ 1,132,335
Year 11	FY 2027	2667	2154	655	3	\$ 151,831,859	2641	2133	649	2	\$ 141,099,524	\$ 10,732,333
Year 12	FY 2028	2695	2177	662	3	\$ 153,146,620	2668	2155	656	3	\$ 152,010,087	\$ 1,136,535
Year 13	FY 2029	2724	2200	669	3	\$ 154,461,381	2696	2178	662	3	\$ 153,150,818	\$ 1,310,563
Year 14	FY 2030	2752	2223	676	3	\$ 155,776,142	2725	2201	669	3	\$ 154,465,579	\$ 1,310,563
Year 15	FY 2031	2781	2246	683	3	\$ 157,090,903	2753	2224	676	3	\$ 155,780,340	\$ 1,310,563
Year 16	FY 2032	2810	2270	690	3	\$ 158,409,862	2782	2247	683	3	\$ 157,095,101	\$ 1,314,761
Year 17	FY 2033	2840	2294	698	3	\$ 159,902,850	2811	2271	691	3	\$ 158,588,089	\$ 1,314,761
Year 18	FY 2034	2870	2318	705	3	\$ 161,221,809	2841	2295	698	3	\$ 159,907,048	\$ 1,314,761
Year 19	FY 2035	2900	2342	712	3	\$ 162,540,768	2871	2319	705	3	\$ 161,226,007	\$ 1,314,761
Year 20	FY 2036	2930	2367	720	3	\$ 164,037,955	2901	2343	713	3	\$ 162,718,996	\$ 1,318,959
Year 21	FY 2037	2961	2391	727	3	\$ 165,356,914	2931	2368	720	3	\$ 164,042,153	\$ 1,314,761
Year 22	FY 2038	2992	2417	735	3	\$ 166,858,298	2962	2392	728	3	\$ 165,535,142	\$ 1,323,157
Year 23	FY 2039	3023	2442	743	3	\$ 168,355,485	2993	2418	735	3	\$ 166,862,496	\$ 1,492,989
Year 24	FY 2040	3055	2468	751	3	\$ 169,856,870	3025	2443	743	3	\$ 168,359,683	\$ 1,497,187
Year 25	FY 2041	3087	2494	758	3	\$ 171,184,225	3056	2469	751	3	\$ 169,861,068	\$ 1,323,157
Year 26	FY 2042	3120	2520	766	3	\$ 172,685,609	3088	2494	759	3	\$ 171,358,254	\$ 1,327,355
Year 27	FY 2043	3152	2546	774	3	\$ 174,186,994	3121	2521	767	3	\$ 172,863,837	\$ 1,323,157
Year 28	FY 2044	3186	2573	783	3	\$ 175,866,606	3154	2547	775	3	\$ 174,365,221	\$ 1,501,385
Year 29	FY 2045	3219	2600	791	3	\$ 177,372,188	3187	2574	783	3	\$ 175,870,804	\$ 1,501,385
Year 30	FY 2046	3253	2627	799	3	\$ 178,877,771	3220	2601	791	3	\$ 177,376,386	\$ 1,501,385
Year 31	FY 2047	3287	2655	807	3	\$ 180,387,552	3254	2628	799	3	\$ 178,881,969	\$ 1,505,584
Year 32	FY 2048	3321	2683	816	3	\$ 182,071,363	3288	2656	808	3	\$ 180,565,779	\$ 1,505,585
											Total Savings	\$48,715,769.14
											NPV @ 7%	\$16,803,382.30
											NPV @ 3%	\$29,577,002.64

**Table 20: Accident Data Summary II of II**

		No Build Scenario					Scenario 2				
		Total Accidents	PDO	Injuries Total	AIS 6 (Fatality)	Total Accident Cost	Total Accidents	PDO	Injuries Total	Total Accident Cost	Net Reduction in Accident Costs
	Base Year	2378	1920	584	2	\$ 128,893,428	2378	1920	584	\$ 128,893,428	\$ -
Year 1	FY 2017	2403	1941	590	2	\$ 130,025,763	2403	1941	590	\$ 130,025,763	\$ -
Year 2	FY 2018	2428	1961	596	2	\$ 131,153,902	2428	1961	596	\$ 131,153,901	\$ -
Year 3	FY 2019	2453	1982	603	2	\$ 132,460,266	2404	1942	591	\$ 130,203,991	\$ 2,256,275
Year 4	FY 2020	2479	2002	609	2	\$ 133,588,405	2430	1962	597	\$ 131,332,128	\$ 2,256,277
Year 5	FY 2021	2505	2023	615	2	\$ 134,720,738	2455	1983	603	\$ 132,464,464	\$ 2,256,275
Year 6	FY 2022	2532	2045	622	2	\$ 136,031,304	2481	2004	609	\$ 133,596,799	\$ 2,434,505
Year 7	FY 2023	2558	2066	628	2	\$ 137,163,637	2507	2025	616	\$ 134,903,164	\$ 2,260,473
Year 8	FY 2024	2585	2088	635	2	\$ 138,474,200	2533	2046	622	\$ 136,035,499	\$ 2,438,700
Year 9	FY 2025	2612	2110	642	2	\$ 139,784,763	2560	2068	629	\$ 137,346,062	\$ 2,438,700
Year 10	FY 2026	2640	2132	648	2	\$ 140,921,296	2587	2089	635	\$ 138,478,398	\$ 2,442,898
Year 11	FY 2027	2667	2154	655	3	\$ 151,831,859	2614	2111	642	\$ 139,788,961	\$ 12,042,898
Year 12	FY 2028	2695	2177	662	3	\$ 153,146,620	2641	2133	649	\$ 150,699,524	\$ 2,447,096
Year 13	FY 2029	2724	2200	669	3	\$ 154,461,381	2669	2156	656	\$ 152,014,285	\$ 2,447,096
Year 14	FY 2030	2752	2223	676	3	\$ 155,776,142	2697	2178	663	\$ 153,324,848	\$ 2,451,294
Year 15	FY 2031	2781	2246	683	3	\$ 157,090,903	2725	2201	670	\$ 154,639,609	\$ 2,451,294
Year 16	FY 2032	2810	2270	690	3	\$ 158,409,862	2754	2224	677	\$ 155,954,370	\$ 2,455,492
Year 17	FY 2033	2840	2294	698	3	\$ 159,902,850	2783	2248	684	\$ 157,273,329	\$ 2,629,522
Year 18	FY 2034	2870	2318	705	3	\$ 161,221,809	2812	2271	691	\$ 158,588,089	\$ 2,633,720
Year 19	FY 2035	2900	2342	712	3	\$ 162,540,768	2842	2295	698	\$ 159,907,048	\$ 2,633,720
Year 20	FY 2036	2930	2367	720	3	\$ 164,037,955	2872	2319	705	\$ 161,226,007	\$ 2,811,948
Year 21	FY 2037	2961	2391	727	3	\$ 165,356,914	2902	2344	713	\$ 162,723,194	\$ 2,633,720
Year 22	FY 2038	2992	2417	735	3	\$ 166,858,298	2932	2368	720	\$ 164,042,153	\$ 2,816,146
Year 23	FY 2039	3023	2442	743	3	\$ 168,355,485	2963	2393	728	\$ 165,539,340	\$ 2,816,146
Year 24	FY 2040	3055	2468	751	3	\$ 169,856,870	2994	2418	736	\$ 167,036,526	\$ 2,820,344
Year 25	FY 2041	3087	2494	758	3	\$ 171,184,225	3026	2444	743	\$ 168,363,881	\$ 2,820,344
Year 26	FY 2042	3120	2520	766	3	\$ 172,685,609	3057	2469	751	\$ 169,861,068	\$ 2,824,542
Year 27	FY 2043	3152	2546	774	3	\$ 174,186,994	3089	2495	759	\$ 171,362,452	\$ 2,824,542
Year 28	FY 2044	3186	2573	783	3	\$ 175,866,606	3122	2521	767	\$ 172,863,837	\$ 3,002,769
Year 29	FY 2045	3219	2600	791	3	\$ 177,372,188	3155	2548	775	\$ 174,369,419	\$ 3,002,769
Year 30	FY 2046	3253	2627	799	3	\$ 178,877,771	3188	2575	783	\$ 175,875,002	\$ 3,002,769
Year 31	FY 2047	3287	2655	807	3	\$ 180,387,552	3221	2602	791	\$ 177,380,584	\$ 3,006,968
Year 32	FY 2048	3321	2683	816	3	\$ 182,071,363	3255	2629	800	\$ 179,060,196	\$ 3,011,167
										Total Savings	\$88,370,409.99
										NPV @ 7%	\$29,547,240.50
										NPV @ 3%	\$52,749,760.80



Table 21: Summary Table - Scenario I

Calendar Year	Project Year	Capital Costs	Vehicle Accidents	Emissions	Personal Vehicle Operations	Transit Operations	Travel Time Transit Riders	Totals	
2017	1	\$ (15,294,600)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,294,600)	
2018	2	\$ (15,294,600)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,294,600)	
2019	3	\$ -	\$ 1,128,137	\$ 263	\$ 10,273	\$ 88,209	\$ 245,914	\$ 1,472,797	
2020	4	\$ -	\$ 1,128,139	\$ 266	\$ 10,381	\$ 88,209	\$ 248,496	\$ 1,475,492	
2021	5	\$ -	\$ 1,128,137	\$ 269	\$ 10,490	\$ 88,209	\$ 251,105	\$ 1,478,211	
2022	6	\$ -	\$ 1,132,338	\$ 272	\$ 10,600	\$ 88,209	\$ 253,742	\$ 1,485,162	
2023	7	\$ -	\$ 1,132,335	\$ 275	\$ 10,711	\$ 88,209	\$ 256,406	\$ 1,487,937	
2024	8	\$ -	\$ 1,132,335	\$ 278	\$ 10,824	\$ 88,209	\$ 259,098	\$ 1,490,745	
2025	9	\$ -	\$ 1,306,365	\$ 281	\$ 10,937	\$ 88,209	\$ 261,819	\$ 1,667,611	
2026	10	\$ -	\$ 1,132,335	\$ 284	\$ 11,052	\$ 88,209	\$ 264,568	\$ 1,496,449	
2027	11	\$ -	\$ 1,073,335	\$ 287	\$ 11,168	\$ 88,209	\$ 267,346	\$ 1,1099,346	
2028	12	\$ -	\$ 1,136,533	\$ 290	\$ 11,286	\$ 88,209	\$ 270,153	\$ 1,506,471	
2029	13	\$ -	\$ 1,310,563	\$ 293	\$ 11,404	\$ 88,209	\$ 272,990	\$ 1,683,459	
2030	14	\$ -	\$ 1,310,563	\$ 296	\$ 11,524	\$ 88,209	\$ 275,856	\$ 1,686,448	
2031	15	\$ -	\$ 1,310,563	\$ 299	\$ 11,645	\$ 88,209	\$ 278,753	\$ 1,689,469	
2032	16	\$ -	\$ 1,314,761	\$ 302	\$ 11,767	\$ 88,209	\$ 281,680	\$ 1,696,719	
2033	17	\$ -	\$ 1,314,761	\$ 305	\$ 11,891	\$ 88,209	\$ 284,637	\$ 1,699,803	
2034	18	\$ -	\$ 1,314,761	\$ 308	\$ 12,016	\$ 88,209	\$ 287,626	\$ 1,702,920	
2035	19	\$ -	\$ 1,314,761	\$ 312	\$ 12,142	\$ 88,209	\$ 290,646	\$ 1,706,070	
2036	20	\$ -	\$ 1,318,959	\$ 315	\$ 12,269	\$ 88,209	\$ 293,698	\$ 1,713,450	
2037	21	\$ -	\$ 1,314,761	\$ 318	\$ 12,398	\$ 88,209	\$ 296,782	\$ 1,712,468	
2038	22	\$ -	\$ 1,323,157	\$ 322	\$ 12,528	\$ 88,209	\$ 299,898	\$ 1,724,114	
2039	23	\$ -	\$ 1,492,989	\$ 325	\$ 12,660	\$ 88,209	\$ 303,047	\$ 1,897,230	
2040	24	\$ -	\$ 1,497,187	\$ 328	\$ 12,793	\$ 88,209	\$ 306,229	\$ 1,904,746	
2041	25	\$ -	\$ 1,323,157	\$ 332	\$ 12,927	\$ 88,209	\$ 309,444	\$ 1,734,069	
2042	26	\$ -	\$ 1,327,355	\$ 335	\$ 13,063	\$ 88,209	\$ 312,693	\$ 1,741,656	
2043	27	\$ -	\$ 1,323,157	\$ 339	\$ 13,200	\$ 88,209	\$ 315,977	\$ 1,740,882	
2044	28	\$ -	\$ 1,501,385	\$ 343	\$ 13,339	\$ 88,209	\$ 319,294	\$ 1,922,569	
2045	29	\$ -	\$ 1,501,385	\$ 346	\$ 13,479	\$ 88,209	\$ 322,647	\$ 1,926,066	
2046	30	\$ -	\$ 1,501,385	\$ 350	\$ 13,620	\$ 88,209	\$ 326,035	\$ 1,929,599	
2047	31	\$ -	\$ 1,505,584	\$ 354	\$ 13,763	\$ 88,209	\$ 329,458	\$ 1,937,368	
2048	32	\$ -	\$ 1,505,585	\$ 357	\$ 13,908	\$ 88,209	\$ 332,917	\$ 1,940,976	
	Totals	\$ (30,589,200)	\$ 48,715,768	\$ 9,242	\$ 360,057	\$ 2,646,283	\$ 8,618,952	\$ 29,761,102	B-C Ratio
							NPV @ 7%	(\$5,629,175.03)	(0.18)
							NPV @ 3%	\$8,238,003.13	0.27

Table 22: Summary Table - Scenario I									
Calendar Year	Capital Costs	Vehicle Accidents	Emissions	Personal Vehicle Operations	Transit Operations	Travel Time Transit Riders	Totals		
2017	\$(15,294,600)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,294,600)		
2018	\$(15,294,600)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,294,600)		
2019	\$ -	\$ 2,256,275	\$ 527	\$ 20,546	\$ 133,496	\$ 295,185	\$ 2,706,029		
2020	\$ -	\$ 2,256,277	\$ 532	\$ 20,762	\$ 134,898	\$ 298,285	\$ 2,710,753		
2021	\$ -	\$ 2,256,275	\$ 538	\$ 20,980	\$ 136,314	\$ 301,417	\$ 2,715,523		
2022	\$ -	\$ 2,434,505	\$ 544	\$ 21,200	\$ 137,745	\$ 304,581	\$ 2,898,576		
2023	\$ -	\$ 2,260,473	\$ 549	\$ 21,423	\$ 139,192	\$ 307,780	\$ 2,729,416		
2024	\$ -	\$ 2,438,700	\$ 555	\$ 21,648	\$ 140,653	\$ 311,011	\$ 2,912,568		
2025	\$ -	\$ 2,438,700	\$ 561	\$ 21,875	\$ 142,130	\$ 314,277	\$ 2,917,543		
2026	\$ -	\$ 2,442,898	\$ 567	\$ 22,105	\$ 143,622	\$ 317,577	\$ 2,926,769		
2027	\$ -	\$ 12,042,898	\$ 573	\$ 22,337	\$ 145,130	\$ 320,911	\$ 12,531,850		
2028	\$ -	\$ 2,447,096	\$ 579	\$ 22,571	\$ 146,654	\$ 324,281	\$ 2,941,182		
2029	\$ -	\$ 2,447,096	\$ 585	\$ 22,808	\$ 148,194	\$ 327,686	\$ 2,946,370		
2030	\$ -	\$ 2,451,294	\$ 591	\$ 23,048	\$ 149,750	\$ 331,127	\$ 2,955,810		
2031	\$ -	\$ 2,451,294	\$ 597	\$ 23,290	\$ 151,323	\$ 334,603	\$ 2,961,107		
2032	\$ -	\$ 2,455,492	\$ 604	\$ 23,534	\$ 152,911	\$ 338,117	\$ 2,970,658		
2033	\$ -	\$ 2,629,522	\$ 610	\$ 23,781	\$ 154,517	\$ 341,667	\$ 3,150,097		
2034	\$ -	\$ 2,633,720	\$ 616	\$ 24,031	\$ 156,139	\$ 345,254	\$ 3,159,761		
2035	\$ -	\$ 2,633,720	\$ 623	\$ 24,283	\$ 157,779	\$ 348,880	\$ 3,165,285		
2036	\$ -	\$ 2,811,948	\$ 629	\$ 24,538	\$ 159,436	\$ 352,543	\$ 3,349,094		
2037	\$ -	\$ 2,633,720	\$ 636	\$ 24,796	\$ 161,110	\$ 356,245	\$ 3,176,506		
2038	\$ -	\$ 2,816,146	\$ 643	\$ 25,056	\$ 162,801	\$ 359,985	\$ 3,364,631		
2039	\$ -	\$ 2,816,146	\$ 649	\$ 25,320	\$ 164,511	\$ 363,765	\$ 3,370,390		
2040	\$ -	\$ 2,820,344	\$ 656	\$ 25,585	\$ 166,238	\$ 367,585	\$ 3,380,408		
2041	\$ -	\$ 2,820,344	\$ 663	\$ 25,854	\$ 167,984	\$ 371,444	\$ 3,386,288		
2042	\$ -	\$ 2,824,542	\$ 670	\$ 26,126	\$ 169,747	\$ 375,344	\$ 3,396,429		
2043	\$ -	\$ 2,824,542	\$ 677	\$ 26,400	\$ 171,530	\$ 379,285	\$ 3,402,434		
2044	\$ -	\$ 3,002,769	\$ 684	\$ 26,677	\$ 173,331	\$ 383,268	\$ 3,586,729		
2045	\$ -	\$ 3,002,769	\$ 691	\$ 26,957	\$ 175,151	\$ 387,292	\$ 3,592,861		
2046	\$ -	\$ 3,002,769	\$ 699	\$ 27,240	\$ 176,990	\$ 391,359	\$ 3,599,057		
2047	\$ -	\$ 3,006,968	\$ 706	\$ 27,526	\$ 178,848	\$ 395,468	\$ 3,609,517		
2048	\$ -	\$ 3,011,167	\$ 713	\$ 27,815	\$ 180,726	\$ 399,620	\$ 3,620,042		
	\$(30,589,200)	\$88,370,409	\$ 18,467	\$ 720,114	\$ 4,678,849	\$ 10,345,842	\$ 73,544,481	B-C Ratio	
						NPV @ 7%	\$9,378,363.03	0.31	
						NPV @ 3%	\$34,553,925.46	1.13	

**APPENDIX E**  
**MEMORANDA OF AGREEMENT/UNDERSTANDING**

**LETTER OF INTENT BETWEEN THE UNIVERSITY OF KANSAS AND THE CITY OF LAWRENCE, KANSAS REGARDING THE ESTABLISHMENT OF A COORDINATED, CONSOLIDATED, OR MERGED TRANSIT SYSTEM**

Whereas, the University of Kansas (hereinafter "KU") and the City of Lawrence, Kansas (hereinafter "City") both operate separate transit systems serving the University of Kansas and the Lawrence communities; and

Whereas, KU and the City have been working to identify opportunities to achieve increased coordination between their systems, including honoring of each others passes and coordination of routes; and

Whereas, in recognition of the findings of the joint study conducted by KU and the City to explore the feasibility of coordination and/or consolidation of transit services, both KU and the City desire to further explore the possibility of a merger of their transit systems dependent upon certain conditions occurring in the future; and

Whereas, both KU and the City desire to express their intent regarding such coordination, consolidation, or merger with a letter of intent indicating a commitment to prepare and execute the necessary documents to successfully implement seamless service by July 1, 2009, if certain funding conditions occur in the future and other conditions are met;

**NOW, THEREFORE, THE UNIVERSITY OF KANSAS AND THE CITY OF LAWRENCE DO HEREBY AGREE AS FOLLOWS:**

The City and KU agree, to further explore the feasibility of consolidating their transit systems, with a goal of achieving seamless service effective July 1, 2009, if the following conditions are met:

- A. KU and the City both agree to commit funding resources equal to the amount necessary to continue to fund the level of existing transit services and fleet requirements currently provided by both KU and the City, as conditioned further herein. KU and the City acknowledge that for the City this will require the voters of Lawrence to approve a sales tax proposal placed on the November 4, 2008 ballot and that the results of the election will not be known until the November 2008 election. KU and the City further agree that if the sales tax election fails, then the City will be under no further obligation to merge transit systems with KU. KU and the City further acknowledge that for KU any consolidation or merger will require appropriate approval by the University's Provost, Transit Commission, Student Senate, and other required approval authorities. KU and City agree that, if such approvals are not obtained, KU will be under no further obligation to coordinate, consolidate, or merge its transit systems with the City.
- B. KU and the City agree that any consolidation or merger of services may require a joint form of governance, to be further set forth and agreed to with a separate document which shall set forth the responsibilities and obligations of KU and the City. Any joint form of governance would include adequate representation by KU students and would ensure that the legal

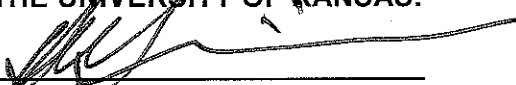
obligations of both KU and the City are met. Any joint form of governance would determine the operation of the consolidated transit system, including but not limited to: personnel matters, selection of vendors for the operation and/or maintenance of vehicles, routes, passenger rates, pass and transfer policies, and hours of operation. With respect to KU, the primary goal of any consolidation or merger shall be the benefit of its students. It is the intent and the desire of both KU and the City to meet both the unique and combined needs of KU and the City in the most efficient and effective manner possible within the resources provided.

- C. The parties acknowledge that the majority of funding for KU transportation services derives from student fees and that applicable restrictions on the use of such fees must be followed. KU and the City agree that any allocation of costs shall recognize applicable restrictions on sources of funding. KU and the City agree that any merger agreement shall permit the subsequent separation of KU and City transit services if such separation is deemed necessary by KU or the City to meet the needs of its constituents.
- D. KU and the City agree that neither party shall be required to subsidize the provision of transit services to the other. KU and City further agree that the physical assets for the operation of any merged transit system, such as fixed-route buses, paratransit vehicles, computer systems, shelters, etc. shall be inventoried and as may be necessary, title to the physical assets may be transferred to the merged transit system, if the merger agreement requires such transfer. Any merger agreement should account for all intangible assets and liabilities, such as budgeted funds, claims, and encumbrances, devoted to the transit systems to be placed in a merged transit system.
- E. KU and the City agree and acknowledge that both the Federal Transit Administration (FTA) and the Kansas Department of Transportation (KDOT) are important financial and regulatory partners in the operation of transit systems, and the approval and advice of the FTA and KDOT in the coordination, consolidation, or merger may be necessary.
- F. KU and the City will work together to develop a general timeline for the steps required to successfully implement seamless service by July 1, 2009, if the conditions in this Letter of Intent are met.
- G. KU and the City agree and acknowledge that this document is a letter of intent. The parties agree to enter into this letter of intent in good faith to explore coordination, consolidation, or merger of their respective transit systems subject to the conditions outlined above; however, if unforeseen or changing legal or financial conditions preclude the ability of either KU or the City to agree to any coordination, consolidation, or merger as contemplated herein, or if the necessary approvals are not obtained, then this document shall be of no further force and effect upon the notification of one party to the other.



This letter of intent is entered into this 21 day of October, 2008.


**FOR THE UNIVERSITY OF KANSAS:**



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Richard Larivière  
Provost and  
Executive Vice Chancellor

**FOR THE CITY OF LAWRENCE, KANSAS:**



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Michael Dever  
Mayor

**MEMORANDUM OF UNDERSTANDING CONCERNING  
TRANSIT FACILITY AND BUS ACQUISITION**

**THIS MEMORANDUM OF UNDERSTANDING** (the "MOU") is made and entered into by and between the City of Lawrence, Kansas, a city of the first class under the laws of the State of Kansas, (hereinafter referred to as the "City") and the University of Kansas, an educational institution and agency of the State of Kansas (hereinafter referred to as the "University"), the City and the University from time to time herein collectively referred to as "the parties."

**WHEREAS**, both the City and the University desire to improve their respective transportation services, enhance and increase ridership and reduce parking and traffic congestion by continuing to encourage and facilitate use of public transportation; and

**WHEREAS**, the City and the University have previously determined that it is in the best interests of both the City and the University to facilitate coordination between their respective transit systems; and

**WHEREAS**, adequate shared transit facilities will better enable the City and University to deliver and improve their respective transportation services, and to facilitate and enhance coordination between their respective services;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the parties agree as follows:

**1. Construction of Transit Facility:**

- a. The University has issued Request for Proposal number 87147, as amended (the "RFP"), whereby the University intends to enter into an Agreement with a vendor/contractor to purchase a completed transit maintenance and operations facility (the "Transit Facility"). If a final contract is awarded pursuant to the RFP, the Transit Facility (and any real property associated with the Transit Facility), will be purchased, financed, and owned by the University, and the University shall use reasonable best efforts to ensure that construction of the Transit Facility is completed by December 15, 2010. In the event the construction of the Transit Facility is not completed so that occupancy can commence on January 1, 2011, the University and the City agree to cooperate to find suitable facilities for the parties to use until such time as the Transit Facility is completed and ready for occupancy.
  - b. Construction of the Transit Facility pursuant to the RFP shall be in accordance with the specifications outlined in RFP, as amended and final contract documents. Should the facility's specifications be amended or revised after the execution of this MOU, the University agrees to provide the City with copies of the amended or revised specifications within a reasonable time.
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- c. The Lease Agreement between the University and City for the Transit Facility shall provide the City a Right of First Refusal in the event the University determines to sell the Transit Facility during the term of the Lease Agreement. Under the Right of First Refusal, the City shall have the right to meet the terms and conditions of any offer made to the University within a reasonable time agreed to by the University and City.

**2. Lease of Transit Facility.**

- a. The University shall enter into a lease with the City, which Lease shall provide for City's use of the Transit Facility in the operation of its public transit system, as more fully set forth in the Lease Agreement (the "Lease").
- b. The Lease of the Transit Facility to the City shall commence on January 1, 2011, and extend for a period of ten (10) years (the "Term"). Upon mutual agreement of the parties, the Lease may be extended by the parties for any length up to an additional fifteen (15) years. The University and the City agree that the Lease Agreement shall provide that the terms and conditions for any extension or renewal of the initial ten-year term shall be substantially similar to the terms of the initial lease, provided however, that Base Rent shall increase by the percentage equal to the average annual percentage increases of the Consumer Price Index-All Urban Consumers, All Items, ("CPI-U") for the Kansas City Metropolitan Statistical Area, as published by the United States Department of Labor's Bureau of Labor Statistics.
- c. Base Rent. During the first five (5) years of the Lease term, the City shall pay to the University annual rent ("Base Rent") of \$125,495 in equal monthly installments of (\$10,457.92). If any payment of Base Rent is for a period shorter than one full calendar month, Base Rent for that fractional calendar month shall accrue on a daily basis at a rate equal to 1/365<sup>th</sup> of the annual Base Rent. Rental payment for the first month shall be prorated as described above, if the Transit Facility is not available for occupancy by the commencement date of the Lease.

After the fifth year of the Lease term, Base Rent shall increase 4% per year to the following:

Year 6: \$130,515  
Year 7: \$135,736  
Year 8: \$141,165  
Year 9: \$146,812  
Year 10: \$152,684

The Parties acknowledge that the Base Rent amount is based upon City's procurement of Buses and other contributions as outlined herein. In the event that City is unable to procure and provide the Buses for University use as contemplated herein, the Base Rent amount shall be revised upward by an additional \$250,000 per year for ten (10) years, to the following amount:

Year 1: \$375,495  
Year 2: \$375,495  
Year 3: \$375,495

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Year 4: \$375,495  
Year 5: \$375,495  
Year 6: \$380,515  
Year 7: \$385,736  
Year 8: \$391,165  
Year 9: \$396,812  
Year 10: \$402,684

- d. Cash Basis Law. The parties mutually understand and agree that it is their intent that the terms of any Lease Agreement for the Transit Facility, and any renewals thereof, are lawful under the provisions of the Kansas Cash Basis Law, including K.S.A. 10-1101, *et seq.*, Specifically, the parties understand and agree that the City is obligated only to pay periodic payments or monthly installments under any lease Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City's current budget year or (b) funds made available from any lawfully operated revenue producing source.
- e. Rent Abated If Transit Facility Made Unusable by Casualty. The parties agree that should the Transit Facility be damaged or destroyed by fire, tornado, water damage, or other casualty, during the term of the Lease Agreement and any renewals or extensions thereof, and such damage or destruction renders the Transit Facility unusable for the City's purposes, as determined by the City, the rent payments shall cease until such time as the Facility is reconstructed and made usable to the City's satisfaction.
- f. Termination. Both parties acknowledge that it may not be feasible for both parties to use the Transit Facility as contemplated in this MOU, unless both parties utilize the same transit operator to operate their respective transit systems. While it is the intent of the parties to continue their efforts to coordinate their respective transit systems, and utilize the same transit operator, to the extent that such arrangements continue to be in each party's best interest, in the event that the either party no longer utilizes the same transit operator as the other party, this MOU and the Lease Agreement shall terminate at the option of either party and the parties shall dispose of the buses in accordance with section 3.g. below.

The parties further agree that the City shall have no further obligations to the University under this MOU or the Lease Agreement if, during the term of the Lease Agreement, the City's Governing Body takes action to discontinue the Department of Public Transit or the City's Special Sales Taxes for Transit authorized by Ordinance No. 8347 expire or are repealed.

- g. Utilities and Building/Grounds Maintenance

The University shall furnish water, electricity, and gas, to the Transit Facility. University shall also furnish the following additional services: grounds maintenance and landscaping, lawn care including (mowing, snow removal), pest control. The Costs associated with the services outlined in this paragraph are referred to herein as "Transit Facility Costs." Responsibility for the provision of telephone and internet services will be negotiated by the parties and addressed in the Lease.

In addition to the Base Rent, the City shall pay to the University an allocated share of the Transit Facility Costs (the “City’s Allocated Costs”). The University shall invoice the City for the City’s Allocated Costs on a monthly basis.

The City’s Allocated Costs shall be determined by multiplying the actual Transit Facility Cost by a ratio derived as follows: The parties shall work together to determine each party’s “Administrative Hours” and “Mechanics Hours”. Each party’s Administrative Hours shall be determined by the average monthly revenue hours as provided by the parties’ transit operator(s). Each party’s “Mechanics Hours” shall be determined by monthly mechanics time as provided by the parties’ transit operator(s) and supported by work orders. Each party’s Administrative Hours and Mechanics Hours shall be added together, and that number shall be divided by the total number of Administrative Hours and Mechanics Hours for the City and University combined. For purposes of clarity, an example of this calculation follows:

	Mechanics Hrs	Avg Admin Hrs	Total	% Allocated Transit Facility Cost
City of Lawrence	1,380	6,550	7,930	48.38%
KU	2,190	6,270	8,460	51.62%
			<u>16,390</u>	

Each party’s records, books, documents, data, and accounting and operating procedures related to the calculation of the Transit Facility Costs and City’s Allocated costs shall be available to the other party and its representatives for examination and inspection upon request and reasonable notice by the requesting party.

The University shall apply for an exemption for the Transit Facility from ad valorem property taxes. In the event that such exemption is unavailable as a result of City’s or transit operator’s use of the Transit Facility, then the applicable ad valorem property taxes shall be handled as a Transit Facility Cost and allocated between the parties in accordance with this section.

- h. The City’s transit operator shall be allowed by the University to utilize the Transit Facility on behalf of the City, and to carry out the City’s transit service operations, provided that City has obtained the Agreement of its transit operator that it will comply with all of the terms and conditions of this MOU and the Lease Agreement.
- i. The University will maintain the Transit Facility in good repair, and shall be responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. Provided, however, that repairs of damage caused by the City’s employees or officials or a City transit system operator/contractor shall be paid for by the City.
- j. The Lease shall be in a format that is mutually agreeable to the parties, and the agreement of the parties to such Lease shall not be unreasonably withheld. The



parties acknowledge that the Lease shall require approval of the State of Kansas Department of Administration.

### **3. Procurement of Buses.**

- a. Contingent upon the University entering into a final contract award for construction of the Transit Facility, and FTA and KDOT approval, and contingent upon the City receiving \$2,000,000 of ARRA funds for bus replacement, the City agrees to contribute \$2,000,000 of the ARRA funds for bus replacement for the purchase of six (6) new 40 foot low floor buses (the "Buses"). The City agrees to make the six buses available to the University for the University's use, as outlined in more detail below. The University agrees to pay to the City 100% of the "local match" required for the purchase of the six (6) buses. With regard to the payment of the local match by the University, the University will issue a State of Kansas warrant made payable to City at the time of delivery of the buses. The City shall be responsible for full payment of the total cost of the Buses as stated in Exhibit A. Title to the Buses shall be held by the City, subject to the provisions set forth in section 3.g below. FTA's lien on each of the Buses will last 12 years and 500,000 miles, whichever occurs last.
  - b. The City shall take the necessary steps to submit the purchase order for the Buses to the manufacturer, after receipt of approval by FTA, the timing of the purchase to be coordinated with and mutually agreed to by the University of Kansas. The Buses to be purchased by the City are six (6) new under 40 foot low floor buses, at an estimated value of \$360,000 each. The Buses shall be manufactured in accordance with mutually agreed to specifications to be developed by the parties. Upon completion the agreed to specifications will be signed by both parties and attached to this MOU as Exhibit A.
  - c. Unless otherwise agreed to between the parties (and permitted by FTA), the Buses shall be used to provide public transit services to the University community. The University shall be responsible for Bus operations, and shall have exclusive control and direction of such Buses, including but not limited to control over fares, routes and schedules. The University shall cause the Buses to be duly registered, licensed, insured and maintained in an operating condition to comply with applicable laws and regulations. The University shall be permitted to subcontract operation and maintenance of the Buses, provided such contractor shall be required to provide such services in accordance with the requirements of this MOU and applicable state and Federal law. Housing for the Buses shall be the responsibility of the University, unless otherwise agreed to by the parties.
  - d. The University shall, at its own expense, maintain the Buses in good repair, and shall effect all necessary repairs to the Buses until such time as FTA's lien on the buses is released and title to the buses is transferred to the University. The University assumes all costs and expenses in connection with the operation, use, maintenance and repair of the Buses, including repairs, fuel, oil, fines or penalties for speeding and/or reckless or careless driving or other violation in the use or operation of the Bus, taxes, license plates, wages and all contributions and taxes growing out of the relationship of employer/employee and the insurance hereinafter provided. Any subcontract of/for bus operations may also include provisions addressing
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responsibility for the foregoing costs and expenses.

- e. The University shall cause the Buses to be maintained in accordance with the manufacturer's specifications until such time as FTA's lien on the buses is released and title to the buses is transferred to the University. All routine and damage repair maintenance shall be documented. The City reserves the right to inspect the maintenance records and maintenance facilities at anytime while the City holds title to the buses. Further, inspection and review of such records and facilities may be performed by authorized representative(s) of the U. S. Department of Transportation.
- f. **Additional Support.** The University agrees to make available appropriate University staff and resources, to provide for compliance with applicable state and federal standards, regulations and statutes, in the performance of work carried out in connection with this MOU. The University understands that ARRA funds require certain reports to be filed from time to time, and other requirements, in addition to FTA requirements, and the University agrees to cooperate with the City to timely comply with all ARRA requirements. The parties agree to periodically evaluate such support, so that adjustments can be made where appropriate.
- g. **Disposition of Buses.** Unless otherwise agreed to by the parties, City and University agree to provide for disposition of the Buses as follows:
  - i. Release of lien. City agrees to transfer its title to the Buses to the University, upon release by FTA of its lien upon the Buses.
  - ii. Termination of the MOU prior to release of lien. In the event that this MOU is terminated in accordance with this MOU, prior to release of FTA's lien on the buses, the City shall reimburse to the University a proportional amount (to be determined on the basis of the ratio of the financial contribution made by the University to the actual cost of the buses) of the greater of: 1) the unamortized value of the remaining service life per unit, based on straight line depreciation (computed per a 12 year service life) of the original purchase price or 2) the fair market value sale price of the six Buses at the time the MOU terminates. To the extent that such termination requires the refund of any state or federal funds used to procure the Buses, the City shall be responsible for repayment of such funds to the appropriate state or federal agency.
- h. As between the parties, the University assumes the risk of loss of or damage to, or destruction of the Buses, resulting from accident, collision, theft, fire, lightning, windstorm, earthquake, flood, explosion, hail, riot or civil commotion, aircraft, water damage, vandalism and malicious mischief or from any other cause whatsoever, from the commencement of this MOU until terminated, and the City shall have no liability or responsibility therefore; excepting, however, that if the loss or damage to the Buses shall result from a collision with a bus or other motor vehicle owned or operated by an employee, agent or contractor of the City in the course of conducting City business, the liability therefore shall be determined in accordance with the applicable law.

- i. University agrees, at its sole cost and expense, to obtain and keep in force throughout the term of this MOU and until such time as FTA releases its lien on the Buses, insurance coverages and policies applicable to the Buses and their operation as outlined in Exhibit B. The University may however, subcontract this responsibility by requiring its transit operator to obtain and keep in force throughout the term of this MOU the insurance coverages and policies applicable to the Buses and their operation as outlined in Exhibit B. The parties agree Exhibit B may be amended from time to time with the consent of the parties.
- j. With regard to the purchase and use of the Buses as contemplated herein, the University and City agree to comply with applicable state and federal standards, regulations and statutes, and the attached provisions in the City's MOU with FTA for the Federal Funds used to purchase the Buses, which provisions are set forth as Exhibit C. If the City or the University is notified by a state or federal regulatory agency that the transit operator performing work on behalf of the University has failed to comply with applicable state and/or federal standards, regulations, and statutes, and/or any applicable provisions of the City's Agreement with FTA for the Funds used to purchase the Buses, the University shall obtain compliance or address the situation to the satisfaction of the regulatory agency within the time frame set forth by said regulatory agency. If compliance is not obtained or the situation is not timely addressed to the satisfaction of the regulatory agency, then, to the extent such violation is a material violation impacting City's public transit operations or results in termination of City's Agreement with FTA for the Funds, the City shall have the right terminate this MOU by providing written notice of termination to the University. Upon termination of this MOU pursuant to this paragraph, if the FTA lien upon the buses has not yet been released, the City shall reimburse to the University a proportional amount of the fair market value sale price of the six Buses at the time the MOU terminates, which shall be determined on the basis of the ratio of the financial contribution made by the University to the actual cost of the Buses. To the extent that such termination requires the refund of any state or federal funds used to procure the Buses, the City shall be responsible for repayment of such funds to the appropriate state or federal agency.

4. **Transit Operator.** The University and the City shall each require any transit operator performing work in connection with this MOU or pursuant to a contract or agreement to carry out the parties' respective transit service operations:

- a. to agree in writing to adhere to the same conditions that apply to the respective party, to the extent applicable. The respective party shall include within its contract with any transit operator performing work on its behalf, appropriate provisions to address breach or default by the contractor, including failure to perform in compliance with the applicable terms of this MOU;
- b. to provide such data/reports which the other party may reasonably require to document compliance;

5. **Prior Agreements; Amendments.** This Memorandum of Understanding sets forth the entire agreement between the parties with respect to the acquisition of buses by the City for the University's use and other matters contained herein. The parties agree to

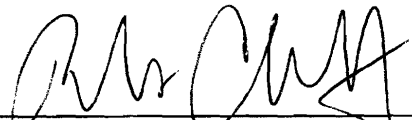
cooperate and take such action as is necessary to update and amend this MOU as needed to address the issues outlined herein. The parties further agree that the agreement between the parties with respect to the Transit Facility shall also require the execution of a Lease Agreement approved by both parties.

6. **Claims.** With respect to claims arising from activities conducted pursuant to the MOU, unless otherwise stated, each party shall be responsible for its own negligence, or that of its employees or agents, but only in the manner and to the extent provided by applicable State laws, and nothing in the MOU shall create any obligation to defend or indemnify the other party. In the event of claims by third parties arising from such activities, the parties will cooperate in defense of such claims.
8. **Binding Effect and Assignment.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.
9. **Applicable Law.** This MOU shall be governed by the laws of the State of Kansas.
10. **Venue.** It is agreed by and between the parties that, should any dispute arise, that cannot be resolved through negotiations and by mutual consent, concerning the validity and effect of this MOU, or of any breach of the MOU herein, venue of action concerning such dispute shall be in the District Court of Douglas County.
11. **Severability.** Each provision of this MOU shall be considered separable and if for any reason a provision which is not essential to the effectuation of the basic purposes of the MOU is determined to be invalid or contrary to any existing or future law, such validity shall not impair the operation of or effect of those provisions of this MOU that are valid.
12. **Contractual Provisions Attachment.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed in duplicate as of the date and year hereinafter written.

**CITY OF LAWRENCE**

**UNIVERSITY OF KANSAS**



By: Robert Chestnut  
Mayor

2-23-10  
Date



By: Danny Anderson, Interim Provost and  
Executive Vice Chancellor

23 February 2010  
Date

**FIRST AMENDMENT TO  
AGREEMENT FOR PROCUREMENT AND OPERATION OF BUSES**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROCUREMENT AND OPERATION OF BUSES** (this "Amendment") is entered into as of the \_\_\_\_\_ day of April 2006, by and between the City of Lawrence, Kansas ("City") and the University of Kansas ("University").

**RECITALS**

**WHEREAS**, City and University are parties to that certain Agreement for Procurement and Operation of Buses dated as of April 6, 2006 (the "Agreement"); and

**WHEREAS**, City and University wish to continue their contractual relationship under the terms of the Agreement, subject to the amendment set forth below in this Amendment.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby amend the Agreement as follows:

1. Section 12 is amended and restated in its entirety to read as follows:

**12. Term; Renewal.** This Agreement shall extend through July 31, 2007 and shall automatically renew for subsequent terms of one (1) year, unless notice of non-renewal is provide to the other party within 180 days of the end of the current term.

2. Except as otherwise provided in this Amendment, the terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed as of the day and year first written above.

**CITY OF LAWRENCE**

By: \_\_\_\_\_

Name: David L. Corliss

Title: Interim City Manager

**UNIVERSITY OF KANSAS**

By: \_\_\_\_\_

Name: David E. Shulenburger

Title: Provost and Executive Vice  
Chancellor



## AGREEMENT

**THIS AGREEMENT FOR PROCUREMENT AND OPERATION OF BUSES** is made and entered into by and between the City of Lawrence, Kansas, a city of the first class under the laws of the State of Kansas, (hereinafter referred to as the "City") and the University of Kansas, an educational institution, public body, and agency of the State of Kansas (hereinafter referred to as the "University"), the City and the University from time to time herein collectively referred to as "the parties."

**WHEREAS**, the City and the University have signed a Memorandum of Agreement to further explore the feasibility of implementing a coordinated and/or consolidated system for delivering public transportation services to members of the University and Lawrence; and

**WHEREAS**, the City and the University have determined that it is in the best interests of the City and the University to enter into this Agreement regarding the use of certain buses to provide public transit services to the new park and ride lot currently being constructed on the west campus of the University (the "Park and Ride");

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the parties agree as follows:

- 1. Procurement.** Contingent upon approval by the Kansas Department of Transportation and the Federal Transit Administration of the parties' request for 5309 funding to purchase five (5) new buses as identified in section 2 below (the "Buses"), the City agrees to purchase such Buses and make such Buses available to the University for use in providing public transit service to the Park and Ride. In exchange, the University agrees that it shall provide to the City \$348,005.00 (the remainder of the purchase price), and the additional support outlined in section 6 below. With regard to the University share, the University will issue a check made payable to City. City shall be responsible for full payment of the total cost of the Buses as stated in Exhibit A. The City shall take the necessary steps to submit the purchase order for the Buses to the manufacturer, upon receipt of approval by the Kansas Department of Transportation and the Federal Transit Administration. Title to the Buses shall be held by the City, subject to the provisions set forth in section 7 below.
- 2. Buses.** The vehicles to be purchased by the City are five (5) new under 35 foot low floor buses, as described in Exhibit A, at an estimated value of \$269,601.00 each. The Buses shall be manufactured in accordance with the specifications attached hereto as Exhibit A. City shall be the owner of the Buses, subject to the provisions of section 7 below, and shall make such Buses available for use by the University in accordance with the terms and conditions of this Agreement. KDOT's lien on each of the Buses will last 12 years and 500,000 miles, whichever occurs last.
- 3. Operation.** Unless otherwise agreed to between the parties (and permitted by KDOT/FTA), the Buses shall be used to provide public transit services to the University's Park and Ride (such services to provide transit between the Park and Ride and the University's main campus) and related campus routes. The University, shall be responsible for Bus operations, and shall have exclusive control and direction of such

Buses, including but not limited to control over fares, routes and schedules. The University shall cause the Buses to be duly registered, licensed and put in an operating condition to comply with applicable laws and regulations. The University shall be permitted to subcontract operation and maintenance of the Buses, provided such contractor shall be required to provide such services in accordance with the requirements of this Agreement and applicable state and Federal law. Housing for the Buses shall be the responsibility of the University, unless otherwise agreed to by the parties.

4. **Expense of Operation.** The University shall, at its own expense, maintain the Buses in good repair, and shall effect all necessary repairs to the Buses until such time as KDOT's lien on the buses is released and title to the buses is transferred to the University. The University assumes all costs and expenses in connection with the operation, use, maintenance and repair of the Buses, including repairs, fuel, oil, fines or penalties for speeding and/or reckless or careless driving or other violation in the use or operation of the Bus, taxes, license plates, wages and all contributions and taxes growing out of the relationship of employer/employee and the insurance hereinafter provided. Any subcontract of/for bus operations may also include provisions addressing responsibility for the foregoing costs and expenses.
5. **Maintenance.** The University shall cause the Buses to be maintained in accordance with the manufacturer's specifications until such time as KDOT's lien on the buses is released and title to the buses is transferred to the University. All routine and damage repair maintenance shall be documented. The City reserves the right to inspect the maintenance records and maintenance facilities at anytime during the term of the Agreement. Further, inspection and review of such records and facilities may be performed by authorized representative(s) of the U. S. Department of Transportation.
6. **Additional Support.** The University agrees to make available appropriate University staff and resources, to provide for compliance with applicable state and federal standards, regulations and statutes, in the performance of work carried out in connection with this Agreement. The parties agree to periodically evaluate such support, so that adjustments can be made where appropriate. If oversight by City transit staff to ensure compliance with applicable state and federal standards, regulations and statutes in performance of work carried out in connection with this Agreement exceeds six (6) hours per week, the City shall have the right to seek, and the University agrees to pay, reasonable and mutually agreed upon compensation for said oversight by City transit staff.
7. **Disposition of Buses.** Unless otherwise agreed to by the parties, City and University agree to provide for disposition of the Buses as follows:
  - a. **Release of KDOT lien.** City agrees to transfer its title to the Buses to the University, upon release by KDOT of its lien upon the Buses.
  - b. **Termination of the Agreement prior to release of KDOT lien.** In the event that this Agreement is terminated in accordance with section 14 of this Agreement, prior to release of KDOT's lien on the buses, the City shall reimburse to the University a proportional amount (to be determined on the basis of the ratio of the financial contribution made by the University to the actual cost of the buses) of the greater of: 1) the unamortized value of the remaining service life per unit, based on straight line depreciation (computed per a 12 year service life) of

the original purchase price or 2) the fair market value sale price of the five buses at the time the Agreement terminates. To the extent that such termination requires the refund of any state or federal funds used to procure the Buses, the City shall be responsible for repayment of such funds to the appropriate state or federal agency.

- 8. Assumption of Risk.** As between the parties, the University assumes the risk of loss of or damage to, or destruction of the Bus, resulting from accident, collision, theft, fire, lightning, windstorm, earthquake, flood, explosion, hail, riot or civil commotion, aircraft, water damage, vandalism and malicious mischief or from any other cause whatsoever, from the commencement of this Agreement until terminated, and the City shall have no liability or responsibility therefore; excepting, however, that if the loss or damage to the Buses shall result from a collision with a bus or other motor vehicle owned or operated by an employee, agent or contractor of the City in the course of conducting City business, the liability therefore shall be determined in accordance with the applicable law.
- 9. Insurance.** University agrees, at its sole cost and expense, to obtain and keep in force throughout the term of this Agreement and until such time as KDOT releases its lien on the Buses, insurance coverages and policies applicable to the Buses and their operation as outlined in Exhibit B. The University may however, subcontract this responsibility by requiring any transit operator performing work in connection with this Agreement or any subsequent agreements until such time as KDOT has released its lien on the buses and title to the buses has been transferred to the University, to obtain and keep in force throughout the term of this Agreement and any subsequent agreements, the insurance coverages and policies applicable to the Buses and their operation as outlined in Exhibit B. The parties agree Exhibit B may be amended from time to time with the consent of the parties.
- 10. Federal and State Provisions.** The University agrees that it shall comply with applicable state and federal standards, regulations and statutes, and any applicable provisions in the City's agreement with KDOT for Capital Assistance Funds (a copy of which is attached hereto as Exhibit C), in the performance of work carried out in connection with this Agreement. The parties agree that if the City or the University is notified by a state or federal regulatory agency that the transit operator performing work in connection with this Agreement has failed to comply with applicable state and/or federal standards, regulations, and statutes, and/or any applicable provisions of the City's agreement with KDOT for Capital Assistance Funds, the University shall obtain compliance or address the situation to the satisfaction of the regulatory agency within the time frame set forth by said regulatory agency. If compliance is not obtained or the situation is not timely addressed to the satisfaction of the regulatory agency, then, to the extent such violation is a material violation impacting City's public transit operations or results in termination of City's Agreement with KDOT for Capital Assistance set forth at Exhibit C, the City shall have the right terminate this agreement by providing written notice of termination to the University. Upon termination of this Agreement pursuant to this paragraph, if the KDOT lien upon the buses has not yet been released, the City shall reimburse to the University a proportional amount of the fair market value sale price of the five buses at the time the Agreement terminates, which shall be determined on the basis of the ratio of the financial contribution made by the University to the actual cost of

the buses. To the extent that such termination requires the refund of any state or federal funds used to procure the Buses, the City shall be responsible for repayment of such funds to the appropriate state or federal agency.

11. **Contractors.** The University shall require any transit operator performing work in connection with this Agreement:
  - a. to agree in writing to adhere to the same conditions that apply to the University, to the extent applicable. University shall include within its contract with any transit operator performing work in connection with this Agreement, appropriate provisions to address breach or default by the contractor, including failure to perform in compliance with the applicable terms of this Agreement;
  - b. to provide such data/reports which City may reasonably require to document compliance; and
  - c. Unless otherwise agreed to by the City, to hold the City and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the error, omission or performance of the transit operator's duties under any agreement for the performance of work carried out in connection with this Agreement.
12. **Prior Agreements.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.
13. **Term; Renewal.** This Agreement shall extend through July 1, 2007 and shall automatically renew for subsequent terms of one (1) year, unless notice of non-renewal is provided to the other party within 180 days of the end of the current term.
14. **Termination.** This Agreement shall terminate automatically upon termination of KDOT's lien on the Buses. Either party may terminate this Agreement without cause by giving at least 180 days notice to the other party of its intention to do so, sent by registered mail to:  
**If to University:** Vice Provost for Facilities and Planning and Management, 250 Strong Hall, University of Kansas, Lawrence, Kansas, 66045.  
**If to City:** City Manager, 6 East 6<sup>th</sup> Street, City Hall, Lawrence, Kansas 66044.
15. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.
16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Kansas. If any provision or compliance with any provision of this Agreement violates state or federal law, City and University agree to notify the FTA in writing. Should this occur, City and University agree to make arrangements to proceed with or, if necessary, terminate the Project expeditiously.
17. **Venue.** It is agreed by and between the parties that, should any dispute arise, that cannot be resolved through negotiations and by mutual consent, concerning the validity and

effect of this Agreement, or of any breach of the Agreement herein, venue of action concerning such dispute shall be in the District Court of Douglas County.

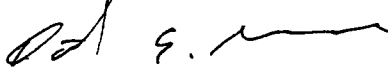
18. **Severability.** Each provision of this Agreement shall be considered separable and if for any reason a provision which is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid or contrary to any existing or future law, such validity shall not impair the operation of or effect of those provisions of this MOU that are valid.
19. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date and year hereinafter written.

**CITY OF LAWRENCE**

**UNIVERSITY OF KANSAS**

By: David L. Corliss  
Interim City Manager

  
By: David E. Shulenburger,  
Provost and Executive Vice  
Chancellor



4-6-06

Date

4-6-06

Date



## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

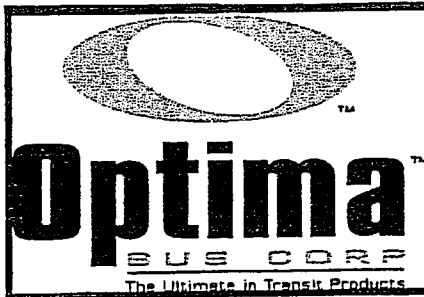
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The University agrees that it shall obtain or require the insurance coverages as outlined the Agreement. The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

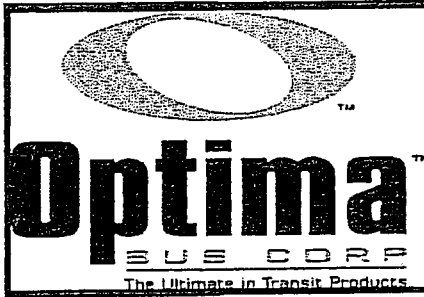
**Exhibit A**  
**Bus Specifications**



Customer: KU, Lawrence, KS  
 Location: 2006 Conway Option  
 Bid Number  
 Qty 5  
 Option Qty  
 Quotation Date: (Valid for 30 days) 1/5/2006  
 Quoted by: Steve Kratzer  
 Revision: D

## Opus 34 NEW BID PRICING MODEL

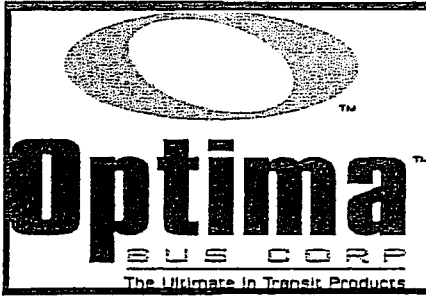
Qty	Drawing #	Description		
<b>Basic Bus Chassis Assembly</b>				
1	34-9002A002	Diesel Chassis w/ISB02 5.9 - 275HP B300R Transmission		
1	30-0990-001	Brake Controlled Retarder - 4. 7 & 10 psi		
1	34-4107-002	Chassis Frame Weldment - Dual Door		
1	24445400/24445600	Ziebart Process Inside All Structural Tubing -Chassis Inside and out & under floor		
1	34-6006-001	Kneeling Suspension Air System - Dual Door		
1	34-2000D001	Hydraulic System - O-Ring - Parker		
1	30-5000-002	Rear Axle - Drum Brakes - Hub Piloted - 5.29 Ratio (Standard)		
1	30-5050A001	Front Axle - Drum Brakes - Hub Piloted - Oil Bath Hub		
1	34-0985-002	Batteries - (4 - Group 31)		
1	30-2007-002	Cooling System - MP Pump w/Baseboard Heating		
1	34-0500A002	Optima Fum Michelin XZE2PlusTires/Polished Alum Wheels - Hub Piloted		
1	30-2120-006	Fuel Tank - Std Fill - 90 gal Aluminized Steel		
1	30-7320B004	Rear Control Panel w/Oil Pressure, Water Temp & Hour Meter Gauges		
<b>Basic Bus Body Assembly</b>				
1	34-9001A001	Body Assembly - Dual Door - Clamp-In Windows - Split Pillar		
1	30-2130A005	Exhaust Stack - Aluminized Steel		
1	34-1300-001	Space Age Composite Flooring - Dual Door		
1	30-1060-004	Windshield - Heated w/Shade Band		
1	34-1350-002	Altro Floor Covering - Dual Door - Single Color Scheme		
1	34-3406A001	Skirts - Dual Door - Non-Locking		
1	30-3139-001	Engine Door - Non-Locking		
1	34-8889-002,34-80XX-X,34-80XX-X	2 Clamp Specialty (Includes Coves & Walls)		
1	34-1066A001	Passenger Windows - Clamp In - Transom - Dual Door		
1	34-7103-004	Power Train Electrical - B300R Transmission		
1	30-7410-001	Turn Signals & Dimmer Switch Std		
1	34-1102 & 1112-XXX	Freedman Seats & Freedman "FIRST" Tiedowns		
1	34-110X-XXX	Bentech Stanchions Yellow to match ceiling and side wall - diamond cut		
1	XX-0112-XXX	Drivers Seat - Recaro Black Cloth		
1	30-7290-006	Drivers Side Console - B300/B300R/Mirror Switch/Bode Door Control		
<b>Basic Bus Body Assembly (Continued)</b>				
1	30-XXXX-XXX	Overhead Console (Use 30-7280-004 - ANDERSONO)		
1	None	Manual Vent included in std		
<b>Basic Bus Roof Assembly</b>				
1	34-3051-002	Roof Frame - A/C - Dual Door for Echo Engine model		
1	30-1795-001	Roof Vent - Single Manual Unit - Rear		
1	30-80XX-XXX	Interior Lights - Specialty		
1	30-80XX-XXX	Interior Ceiling Panels - Specialty		
<b>Basic Bus Final Assembly</b>				
1	34-9000-001	Final Assembly - Dual Door - Clamp-In Windows		
1	30-3010-020	Front Inspection Door - Non-Locking		
1	34-7901-001	Exterior Lights - 4" LED (Used 30-7901-001)		
1	30-0980-001	Mirrors - B & R Remote Controlled & Heated w/LED Turn Signals (Coach style)		
1	34-XXXX-XXX	Exterior Paint		
1		Two Tone Color _____		
1		Bumpers		
1		Painted _____		
1	34-XXXX-XXX	Logo and Graphics (coach numbers & up to 4 average decals)		
1	34-1015A001	Rain Gutters - Std above Dual Door & Drivers Window		
1	34-1500-001	Veeder Root Hubodometer		



**Customer:** KU, Lawrence, KS  
**Location:** 2006 Conway Option  
**Bid Number:**  
**Qty:** 5  
**Option Qty:**  
**Quotation Date:** (Valid for 30 days) 1/5/2006  
**Quoted by:** Steve Kratzer  
**Revision:** D

## Opus 34 NEW BID PRICING MODEL

Qty	Drawing #	Description		
<b>Major Options</b>				
1	30-2093A001	A/C Compressor - Thermo King or		
1	34-1732-010	A/C System - Standard T/K Componetry - Hard Lines, Hoses, Ducts, Harnesses or		
1	30-0932-002	A/C Booster Blower - Standard		
1	34-1732-001	A/C System - TK LRT1 w/PM Motors		
1	34-0940-001	Auxilliary A/C Booster Blower - Rear Door (Req for Houston Pull Down)		
1	30-1150-004	Ramp - Ricon Powered Self-Contained - FR2SS		
1	30-1740-004	Baseboard Heating - Chassis - Dual Door		
1	34-1740-002	Baseboard Heating - Body - Dual Door		
1	30-0118-001	Destination Sign - Luminator 100% LED Horizon Frt & Side Signs		
<b>Major Options (Continued)</b>				
1	30-0978-007	PA System w/Boom Mic		
1	30-0994-001	Fire Detection System		
<b>Other Options</b>				
1	30-0919A001	Engine Coolant Filter		
1	30-0952-002	Battery Cable Jumper (Anderson)		
1	30-0954-001	Engine Oil Probalyzer		
1	30-0903-001	Drivers Shada Screen		
1	30-0916-004	Public Notice Holder 18" x 24" - (Standard)		
1	30-0962-001	6" Convex Mirror @ Rear Door Stepwell		
1	30-0973-001	External Speakers		
1	34-1128A001	Chime Pull Cord - Dual Door		
1	30-7492-001	Atomic Clock		
1	30-7904-001	Rear Riser Step Light		
1	30-7905-001	Daytime Run Light - 80%		
1	30-9990-002	Schedule Holder		
<b>Other Options (Continued)</b>				
1	34-0950A002	Optima Furn Michelin XZE2Plus Spare Tire/Polished Alum Wheel - Hub Piloted		
<b>Customer Specials</b>				
1	30-1950-001	English Decals	N/C	N/C
1		16 month warranty		
<b>Warranties</b>				
<b>Manuals</b>				
1	24362700	Maintenance Manuals		
1	24362600	Parts Manuals		
10	24362500	Operators Manuals		
1	22185900	Electrical Schematic Package		
1	22185901	Electrical Schematic Package - Laminated		
1	30-9999A002	Vendor Manual Package (B300/B300R Trans) (1 for every 5 units) C520		
<b>Miscellaneous - Hardware &amp; Software</b>				
1	30-7998-001	KIBES Diagnostic Harness Assembly		
1		VDO Software		
1	21842200	Thermoking Diagnostic Tool Tester LRT		
1	28-0203-004	Cummins "Insite Lite for Diesel" Software Version 5 4 or Better		
1	P980216	Pro Link 9000 - B300 Transmission PC MCIA		
1	28-0203-007	ProLink 9000 - Reader & Cable		
<b>Additional Charges &amp; Credits</b>				



**Customer:** KU, Lawrence, KS  
**Location:** 2006 Conway Option  
**Bid Number:**  
**Qty:** 5  
**Option Qty:**  
**Quotation Date:** (Valid for 30 days) 1/5/2006  
**Quoted by:** Steve Kratzer  
**Revision:** D

## Opus 34 NEW BID PRICING MODEL

Qty	Drawing #	Description	
1		Standard training (1 week)	
<b>TOTAL:</b>			

1			<b>\$ 269,601</b>
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### Bid Options

Qty	Drawing #	OTHER INFORMATION	SPECIAL PROG. INFO.
1		Interior Colors:	
1		Vinyl Wall Panel Color - <u>Sunray Yellow Textured, S4022T</u>	
1		Vinyl Ceiling Panel Color - <u>Sunray Yellow Textured, S4022T</u>	
1		Flooring Color - <u>Altro, Radial TFM2206</u>	
1		Seating Color Selection:	
1		Seat Frame Structure Color - <u>Dark Gray 7037</u>	
1		Seat Shell Color - <u>Dark Gray 7037</u>	
1		Seat Upholstery / Insert Color - <u>La France #2608-362-070D</u>	
1		Seat Grabrails - <u>Black</u>	
1		Seat Back - <u>Dark Gray 7037</u>	
1		Stanchion - <u>Yellow Pwdr Coated; Diamond Cut - match walls</u>	
1		Driver's Seat Fabric - <u>Black Cloth</u>	

1 Coach Numbers



## Exhibit B

### Insurance

Unless otherwise agreed to by the parties, the University shall require the transit operator performing work in connection with this Agreement, to obtain and keep in force throughout the term of this Agreement, the insurance coverages and policies as outlined below:

- a. Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy will include:
  - i. Premises and Operations
  - ii. Broad Form Conceptual
  - iii. Personal Injury with employee exclusion deleted
  - iv. Products/Completed Operations
  - v. Broad Form Property Damage
  - vi. Independent Contractors
- b. Worker's Compensation and Employer's Liability:
  - i. Workers' Compensation Statutory (includes all states endorsement).
  - ii. Employer's Liability \$100,000 each occurrence
- c. Automobile Liability
  - i. \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Automobile Physical Damage
  - i. Comprehensive and Collision coverage naming the City of Lawrence and the University as a loss payee.
  - ii. The City shall be provided a Certificate of Insurance verifying such coverage and identifying the City of Lawrence, Lawrence, Kansas, its officers, commissions, agents and employees as additional insured as pertains to the contract. This inclusion shall not make the City a partner or joint venture with the University or transit operator in its operation hereunder.
  - iii. The City of Lawrence, Lawrence, Kansas, its officers, commissions, agents and employees shall be named as additional insured as respects: Liability arising out of acts performed by the transit operator; products and completed operations of the operator; premises owned, leased or used by the operator; or automobiles, leased, hired or borrowed by the operator.
  - iv. With regard to the City, the certificate holder on the Certificate of Insurance shall be as follows: City of Lawrence, c/o Risk Manager, 6 East Sixth Street, Lawrence, Kansas, 66044.
  - v. Prior to any material change or cancellation, the University shall cause the City of Lawrence, its officers, commissions, agents and employees to be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder, and to be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.
  - vi. In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lawrence, Lawrence, Kansas, its officers,

commissions, agents and employees shall apply in excess of and not contribute with insurance provided by the policies named in this contract.

**Exhibit C**

**City's Agreement with KDOT for Capital Assistance Funds**

**AGREEMENT FOR CAPITAL ASSISTANCE FUNDS  
FOR  
49 U.S.C. § 5309 PUBLIC TRANSPORTATION PROJECTS  
BETWEEN THE  
SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS  
AND  
THE CITY OF LAWRENCE**

THIS AGREEMENT made this 6<sup>th</sup> day of April 2006, by and between the Secretary of Transportation of the State of Kansas (hereinafter referred to as "SECRETARY"), and The City of Lawrence (hereinafter referred to as "PROVIDER") whose office is located at City Offices, 6 East 6<sup>th</sup>, PO Box 708, Lawrence, KS 66044-0708.

**INTRODUCTION**

49 U.S.C. § 5309 of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), (hereinafter referred to the "ACT") provides, in part, for a capital project (hereinafter referred to as the **PROJECT**) to eligible applicants, the **PROVIDER**, for the specific purpose of assisting them in providing transportation needs to the general public, elderly persons, and persons with disabilities living in the **PROVIDER'S** service area for to and from activities.

Legislature of the State of Kansas has designated the **SECRETARY** to evaluate and select projects by eligible applicants and to coordinate the grant applications.

The **SECRETARY**, and the **PROVIDER**, in consideration of the mutual covenants herein set forth, agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to state the terms, conditions and mutual understandings of the parties as to the manner in which the **PROJECT** will be undertaken and completed.

**Section 2. Administration.** The **SECRETARY** has delegated the Office of Public Transportation responsibility for administrating the **PROJECT**.

**Section 3. Scope of Project.** The **PROVIDER** shall undertake and complete the **PROJECT** as described in its proposal, which is attached hereto and incorporated herein as Special Attachment No. 1.

**Section 4. Contractual Provisions.** The provisions and assurances found in the 49 U.S.C. § 5309 Project Application are hereby incorporated into this Agreement and made a part hereof.

**Section 5. Cost of Project.** The total cost of the **PROJECT** shall be \$1,250,000.00 of which \$ 1,000,000.00 is provided by the **SECRETARY**. The remaining \$250,000.00 of the cost will be provided by the **PROVIDER**. These figures are based upon a matching ratio of 80 percent federal to 20 percent local for the purchase of 5 vehicle(s) and other equipment as indicated in the **PROJECT'S** Attachment A, incorporated by reference, and hereby made a part of this Agreement. The **PROJECT'S** equipment, serial or identification numbers will be incorporated into this Agreement, as a part of Attachment A, at a time prior to when said **PROJECT** equipment is officially delivered to the **PROVIDER**. The **SECRETARY** will issue a check made payable to the **PROVIDER** and the vendor. The **PROVIDER** shall be responsible for full payment of the total cost of the **PROJECT** equipment as stated in the **PROVIDER'S** "Attachment A". The **PROVIDER** shall be responsible for the local match.

**Section 6. Agreement Time.** This Agreement is effective from the time of execution until the useful life of the **PROJECT** equipment, as determined by the **SECRETARY**, is expired unless this Agreement is terminated in accordance with Section 11, titled Disposal of Project Equipment, and/or Section 17, titled Termination of Agreement.

**Section 7. Purchase of Project Equipment.** The purchase of all **PROJECT** equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the **PROVIDER** in accordance with the procedures established by the Kansas Department of Transportation, Bureau of Fiscal Services. The **PROVIDER** shall hold title to all equipment purchased pursuant to this Agreement and secured pursuant to Section 14 of this Agreement.

**Section 8. Use of Project Equipment.** The **PROVIDER** agrees that the **PROJECT** equipment shall be used for the provision of transporting the general public to and from activities within the area described in the **PROVIDER'S** application. The **PROVIDER** shall maintain, in amount and form satisfactory to the **SECRETARY**, such insurance or self-insurance as will be adequate to protect **PROJECT** equipment through the period of required use. The **PROVIDER** shall keep satisfactory records with regard to use of the **PROJECT** equipment and submit to the **SECRETARY** upon request such information as is required to assure compliance with this Section.

**PROJECT** equipment may be used for the delivery of meals only on an incidental basis as delineated by the **SECRETARY**. If, at any time, any project equipment is used in a manner not approved by the **SECRETARY** or withdrawn from transportation service whether by planned withdrawal or casualty loss, the **PROVIDER** shall immediately notify the **SECRETARY**. Refer to Section 11, titled Disposal of Project Equipment, for procedures regarding **PROJECT** equipment disposition.

**Section 9. Audit and Maintenance Inspection.** The **PROVIDER** shall permit the **SECRETARY'S** authorized representatives, the **FTA**, the United States Department of Transportation, and Office of the Inspector General to inspect all the **PROJECT** equipment, the books, records, and accounts of the **PROVIDER** pertaining to the

**PROJECT.** The **PROVIDER** shall maintain at its expense, all **PROJECT** equipment in accordance with the detailed maintenance and inspection schedules furnished by the manufacturer. The **PROVIDER** shall submit to an annual inspection of the **PROJECT** equipment by the **SECRETARY**. Local governmental units and Indian Tribal governments shall comply with The "ACT", OMB Circular A-128.

**Section 10. Labeling of Project Equipment.** **PROJECT** equipment (vehicle) shall only be labeled in accordance with program policies required by the **SECRETARY**.

**Section 11. Disposal of Project Equipment.** The **PROVIDER** agrees that the **SECRETARY** has reserved the right to dispose of the **PROJECT** equipment as follows:

(a) **Misuse:** If, at any time, any capital equipment is used for purposes other than those described in the project application or approved by the **SECRETARY**, the **PROVIDER** shall immediately notify the **SECRETARY**. The **SECRETARY** then has the option of having the **PROVIDER** remit to the **SECRETARY** a proportional amount of the fair market value, if any, of the capital equipment, which shall be determined on the basis of the ratio of the financial assistance made by the state to the actual cost of the capital equipment. See Special Attachment 1. Fair market value shall be deemed to be the value of the property as determined by a competent appraisal solicited by the **SECRETARY**.

(b) **Casualty Loss:** In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account of the **PROVIDER** shall be considered fair market value. In no event is salvage value to be considered fair market value.

(c) **Withdrawal:** At any time the capital equipment is withdrawn from transportation by planned withdrawal, the **PROVIDER** shall immediately notify the **SECRETARY** and shall remit to the **SECRETARY** a proportional amount of the fair market value. The proportional amount to be based on the original funding ratio of the capital equipment as listed in Attachment A.

(d) **Buy Out:** The **PROVIDER** can submit a written request to the **SECRETARY** to obtain release of the vehicle lien only upon withdrawal from the program or replacing capital equipment. The **PROVIDER** understands that the **SECRETARY** has the option to approve or disapprove the request to release the lien. If a request is approved, the **PROVIDER** agrees to buy out the state interest based on a proportional amount of the fair market value as determined by the **SECRETARY**. The proportional amount to be based on the original funding ratio of the capital equipment as listed in Special Attachment 1.

(e) **Default:** Any material default by the **PROVIDER** for the **PROVIDER'S** project application or this Agreement, allows the **SECRETARY** the option of having the **PROVIDER** remit to the **SECRETARY** a proportional amount of the fair market value. See Special Attachment 1.



**Section 12. Agreement changes.** No changes in this Agreement or the PROJECT will be allowed without prior approval by the SECRETARY.

**Section 13. Indemnification.** The PROVIDER will defend, indemnify, hold harmless, and save the SECRETARY and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement or any contract entered into under this Agreement or the operation of the vehicles described herein by the PROVIDER, the PROVIDER's employees, agents, or subcontractors.

**Section 14. Creation of Security Interest.** For the purpose of securing the performance of all the terms and conditions of this Agreement by the PROVIDER, the PROVIDER hereby grants to the SECRETARY, pursuant to K.S.A. 84-92-101, et seq. of the Kansas Uniform Commercial Code, a security interest in the PROJECT equipment listed in Attachment A of this Agreement.

**(a) Default; Remedies:** If the PROVIDER fails to perform any of the terms of this Agreement where such failure would constitute grounds to terminate this Agreement as provided in Section 17, titled Termination of Agreement, or if the PROVIDER becomes insolvent, ceases doing business as a going concern, or if bankruptcy proceedings are instituted by or against the PROVIDER, the SECRETARY shall have the option in addition to and without prejudice to any other rights and remedies provided as secured under Article 9 of the Kansas Uniform Commercial Code.

The SECRETARY may, upon default by the PROVIDER, repossess any of the PROJECT equipment. Any repossession however, shall not constitute a termination of this Agreement unless the SECRETARY notifies the PROVIDER of termination in writing. It is the SECRETARY'S option to dispose of the PROJECT equipment in accordance with FTA procedures. The PROVIDER shall be liable to the SECRETARY for all fees, and expenses, including attorney fees, incurred in connection with any repossession of the PROJECT equipment or their disposition as provided herein.

**(b) Non-waiver:** Failure by the SECRETARY to require strict compliance with this Agreement by the PROVIDER does not constitute a waiver of said Agreement or any provision thereof. No waiver by the SECRETARY of any breach or default of the PROVIDER shall be deemed a waiver of any breach or default thereafter occurring.

**Section 15. Covenant Against Contingent Fees.** The PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the PROVIDER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the SECRETARY shall have the right to annul this Agreement without liability, or in his or her discretion to deduct from this

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See Special Attachment No. 3, which is incorporated herein).

**Section 16. Maximum Utilization of Project Equipment.** In connection with the performance of the **PROJECT**, the **PROVIDER** will cooperate with the **SECRETARY** in meeting its commitments and goals with regard to the maximum utilization of capital equipment, insuring that said equipment is used in a fashion that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.

**Section 17. Termination of Agreement.**

(a) **Without Cause:** The **SECRETARY** may for any reason terminate the **PROJECT** and cancel this Agreement by written notice from the **SECRETARY** to the **PROVIDER**. The **PROVIDER** may terminate the **PROJECT** and cancel this Agreement only upon written request to the **SECRETARY** and after receiving written approval by the **SECRETARY**.

(b) **For Cause:** The **SECRETARY** shall terminate the **PROJECT** and cancel this Agreement by written notice from the **SECRETARY** to the **PROVIDER** for any of the following reasons:

- (1) The **PROVIDER** discontinues the use of such vehicle during the useful life for the purpose of providing transportation services to elderly persons and persons with disabilities;
- (2) The **PROVIDER** takes any action pertaining to this Agreement without the approval of the **SECRETARY** as required by this Agreement;
- (3) The commencement or timely completion of the **PROJECT** by the **PROVIDER** is, for any reason, rendered improbable, impossible or illegal;
- (4) A material breach of this Agreement by the **PROVIDER**, or a subcontractor; and
- (5) The **PROVIDER** becomes insolvent or commits an act of bankruptcy, or makes a general assignment for the benefit of creditors to an agent authorized to liquidate his property or assets, or becomes involuntarily bankrupt, or if a writ or warrant of attachment or levy on a judgement or other similar process is issued by any court against all or a substantial portion of the Capital Equipment of this Agreement, and the same is not removed and discharged within thirty (30) days after entry, levy or service, then this Agreement shall be deemed breached by the **PROVIDER** and terminated.

(c) **Action upon Termination:** Upon termination of the **PROJECT** and cancellation of this Agreement, the **PROVIDER** agrees to dispose of the capital

equipment in accordance with **SECRETARY'S** policies and procedures. This Agreement's termination shall not relieve the **PROVIDER** of any of its obligations to the **SECRETARY** existing at the time of expiration, or terminate those obligations of the **PROVIDER**, which, by their nature, survive the termination of this Agreement.

**Section 18. Records and Reports.**

(a) **Established and Maintenance of Accounting Records:** The **PROVIDER** shall establish and maintain a separate account for the **PROJECT**, either independently or within its existing accounting system, to be known as the **PROJECT** account. The **PROVIDER** agrees to keep detailed and accurate records of all labor, material, supplies, incidentals, and any other necessary costs involved in the **PROJECT**.

(b) **Retention of Records:** The **PROVIDER** shall be required to maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at their office at all reasonable times during the period of contract performance and for three (3) years from the date of the release of the security lien on the vehicle to the **PROVIDER** under this Agreement. The **SECRETARY** or their authorized representatives will make such accounting records and other evidence pertaining to the costs incurred available for inspection, and copies thereof shall be furnished if requested.

(c) **Reports:** The **PROVIDER** shall advise the **SECRETARY** regarding the progress of the **PROJECT** at such times and in such a manner as the **SECRETARY** may require, including, but not limited to meetings and/or written reports. The **PROVIDER** shall submit to the **SECRETARY** such financial statements, data, records, contracts, and other documents related to the **PROJECT** as may be deemed necessary by the **SECRETARY**. Such records include, but are not limited, to the keeping of daily trip records.

**Section 19. Compliance with Laws.** The **PROVIDER** agrees to comply with all federal, state, and local laws, ordinances and resolutions in the implementation of this Agreement, including Title VI and Title VII of the Civil Rights Act of 1964, Executive Order 11246 and nondiscrimination clauses incorporated herein as Special Attachment No. 4.

**Section 20. Responsibility to Employees.** The **PROVIDER** accepts full responsibility for providing worker's compensation coverage and for payment of unemployment insurance, and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for their employees engaged in the work authorized by this Agreement, and will indemnify and hold harmless, the **SECRETARY** from the same.

**Section 21. Equal Employment Opportunity.** In connection with the execution of this Agreement, the **PROVIDER** shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, national origin, or disability. The **PROVIDER** shall take affirmative action to insure that applicants are employed, and that employees are treated during this employment, without regard,

religion, color, age, sex, national origin or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

**Section 22. Disadvantaged Business Enterprise.** The PROVIDER agrees to prepare and submit for the SECRETARY'S approval of a Disadvantaged Business Enterprise plan as defined in CFR, Title 49, Parts 23 and 26 dated February 2, 1999, if the PROVIDER receives a total of \$250,000 or more of financial assistance from the USDOT, FTA.

**Section 23. Cooperation and Coordination of Transportation Services.** The PROVIDER has demonstrated and will continue to demonstrate acceptable efforts to achieve coordination with other transportation providers and users, including private transit and paratransit operators capable of providing service and social services capable of purchasing service. In connection with the performance of the PROJECT, the PROVIDER will cooperate with the SECRETARY in meeting its commitments and goals with regard to the provision of service that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.

**Section 24. Service to General Public.** The PROVIDER will assure that the transportation service is available to the general public.

**Section 25. Elderly and Disabled Needs.** The needs of elderly and disabled persons have been and will be addressed by the PROVIDER, and service comparable to that available to ambulatory persons will be maintained, whether provided by the applicant or other provider(s).

**Section 26. Provider Matching Share.** The PROVIDER'S designated combination of federal, state, local, and/or private funding source has been or will be committed to provide the PROVIDER'S required matching share.

**Section 27. Capabilities.** The PROVIDER possesses and will maintain the requisite fiscal, managerial, and legal capability to carry out the PROJECT.

**Section 28. Civil Rights Act of 1964.** The PROVIDER will comply with all the requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964 (78 Sta. 252), the Regulations of USDOT issued thereunder (CFR, Title 49, Subtitle A, Part 21), and the assurance by the Public Body pursuant thereto. (See Special Attachment No. 4 which is incorporated herein).

**Section 29. Section 504 - Rehabilitation Act of 1973.** The PROVIDER will comply with all requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Regulations of USDOT issued thereunder (CFR, Title 49, Subtitle A, Part 27), and the assurances by the Public Body pursuant thereto.

**Section 30. Interests of Members of or Delegates to Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

**Section 31. Prohibited Interest.** No member, or officer, of the PROVIDER, during his/her tenure or two years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 32. Successors and Assigns.** It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the SECRETARY, the PROVIDER, and their successors and assigns.

**Section 33. Labor Protection.** The PROVIDER shall undertake, carry out, and complete its transportation needs under the terms and conditions determined by the Secretary of the U.S. Department of Labor to be fair and equitable to protect the interests of employees affected by the PROVIDER and meeting the requirements of Section 13 (c) of the Federal Transit Administration Act of 1964, as amended, referenced by the PROJECT'S acceptance of Special Section 13 (c) Warranty incorporated into and made part of this Agreement under Section 4, titled Contractual Provisions.

(a) The PROJECT shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the PROJECT.

(b) All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued.

(c) The PROVIDER shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the PROJECT.

(d) In the event an employee is terminated or laid off as a result of the PROJECT, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the PROVIDER shall provide or provide for such training or retraining at no cost to the employee.

Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the PROJECT, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971.

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the **PROJECT**" as used herein shall include events occurring in anticipation of, during, and subsequent to the **PROJECT**.

(e) In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the **PROVIDER**, the employees, and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.

(f) The **PROVIDER** agrees that any controversy respecting the **PROJECT'S** effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

(g) The **PROVIDER** shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph.

(h) The **PROVIDER** will post, in a prominent and accessible place, a notice stating that the **PROVIDER** is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees.

**Section 34. Lobbying.** The **PROVIDER** certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as



amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).]

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The **PROVIDER** hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **PROVIDER** understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

**Section 35. Program Fraud and False or Fraudulent Statements or Related Acts.** The **PROVIDER** acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this **PROJECT**. Upon execution of the underlying agreement, the **PROVIDER** certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the **FTA** assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the **PROVIDER** further acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the **PROVIDER** to the extent the Federal Government deems appropriate.

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

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

**Section 36. Federal Changes.** The PROVIDER shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(8) dated October 2001) between the PROVIDER, and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The PROVIDER'S failure to so comply shall constitute a material breach of this Agreement.

**Section 37. Incorporation of FTA Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The PROVIDER shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause the PROVIDER to be in violation of the FTA terms and conditions.

**Section 38. Buy America.** The PROVIDER agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

**Section 39. Disputes.** Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of the SECRETARY. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the PROVIDER mails or otherwise furnishes a written appeal to the SECRETARY. In connection with any such appeal, the PROVIDER shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the SECRETARY shall be binding upon the PROVIDER and the PROVIDER shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the SECRETARY, the PROVIDER shall continue performance under this Agreement while matters in dispute are being resolved.

**Claims for Damages** - Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages

therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

**Rights and Remedies** - The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the **SECRETARY**, or the **PROVIDER** shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Section 40. \$100,000 Threshold.** The **PROVIDER** also agree to include these following requirements in each agreement that totals may exceed \$100,000 financed in whole or in part with Federal assistance provided by **FTA**:

(a) **Clean Air:** The **PROVIDER** hereby agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The **PROVIDER** agree to report each violation to the **SECRETARY** and understands and agrees that the **SECRETARY** will, in turn, report each violation as required to assure notification to **FTA** and the appropriate **EPA** Regional Office.

(b) **Clean Water:** The **PROVIDER** hereby agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The **PROVIDER** agree to report each violation to the **SECRETARY** and understands and agrees that the **SECRETARY** will, in turn, report each violation as required to assure notification to **FTA** and the appropriate **EPA** Regional Office.

(c) **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—(Lower Tier Covered Transaction):** The **PROVIDER** certifies, by submission of this Agreement, that neither it nor its "principals" [as defined by 49 CFR 29.105] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the **PROVIDER** should be unable to certify to the statements in this certification, the **PROVIDER** shall attach an explanation to this submitted Agreement.

**Section 41. Status of the Contractor and the Secretary for the State of Kansas Procurement Procedures.** The **SECRETARY** shall not be responsible for any obligations that the **PROVIDER** has assumed with using the State of Kansas' procurement procedures. Furthermore, the **PROVIDER** acknowledges and agrees that its request to the **SECRETARY** to use the State of Kansas' procurement procedures shall not bind the **SECRETARY** to render or provide assistance in any manner associated with this Agreement.

**Section 42. Drug and Alcohol.** The **PROVIDER** agrees to comply with Title 49, CFR 655 and new Part 40, which were published in the Federal Register on December 19, 2000, and all amendments to these applicable federal regulations.

When a **PROVIDER** maintains files on drug and alcohol testing enforcement activities for **FTA**, and those files are organized so that the information could be retrieved by a personal identifier, the Privacy Act requirements apply to the associated agreement.

The **PROVIDER** agrees to include these requirements in each agreement, to administer any such system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by **FTA**.

The **PROVIDER** agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. The **PROVIDER** understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

**Section 43. Contracts Under This Agreement.** Unless otherwise authorized in writing by the **SECRETARY**, the **PROVIDER** shall not assign to any third party the use of any capital equipment provided for under this Agreement. Nor shall the **PROVIDER** execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the **SECRETARY**.

**Section 44. Master Agreement.** The parties to this Agreement agree that the provisions found in **Form FTA MA(8)**, executed by the parties to this Agreement, are hereby incorporated into this Agreement and made a part hereof.

**Section 45. Contractual Provisions Attachment.** The provisions found in **Contractual Provisions Attachment (form DA 146a, Special Attachment No. 2)**, executed by the parties to this Agreement, are hereby incorporated into this Agreement and made a part hereof.

Section 46. Certification of Assignment of Authority. The parties to this Agreement agree that the Certification of Assignment of Authority, executed by the parties to this Agreement, is hereby incorporated into this Agreement and made a part hereof.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its requirements or modification.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

PROVIDER  
BY: [Signature]

SECRETARY OF TRANSPORTATION  
BY: [Signature]

TITLE: Interim City Manager

TITLE: Assist. Bureau Chief of Trans. Planning

Attest: [Signature]  
DEPUTY CITY CLERK

Attest: [Signature]

Approved as to Form:



Memorandum  
City of Lawrence  
Public Transit Department

**TO:** David L. Corliss, Interim City Manager  
**FROM:** Cliff Galante, Transit Administrator  
**CC:** Debbie Van Saun, Assistant City Manager  
**Date:** March 22, 2006  
**RE:** Invoice For Bus Purchase

Five (5) buses will be purchased for the University of Kansas Park and Ride Express Bus System from Optima Bus Company. The price per vehicle is \$269,601.00, with a total cost of \$1,348,005.00 for the five buses. The University of Kansas will pay 20% of the total purchase price. The remaining 80% will be paid with Federal Transit Administration (FTA) § 309 funds. These are earmarked funds the City will receive through the Kansas Department of Transportation (KDOT).

The attached memorandum from the University explains KU's decision to purchase the five buses from Optima Bus Company through the assignment of options. [**KU Memo**]



File Memorandum: University of Kansas Park and Ride Express Bus Procurement  
Date: March 15, 2006

A decision was made to pursue the procurement of buses through the assignment of options for two reasons:

1. **Timing.** When the Task Force concluded its work in September 2005 a decision was made to establish a new bus route connecting a new 1,500 space park and ride lot on West Campus with the core of KU's campus. The Task Force also advocated the use of ADA compliant accessible buses for the new transit service. With only ten months remaining until the opening of the new park and ride lot, there was insufficient time to purchase new buses by alternative means. The procurement time for the acquisition of new buses without the use of such options is typically about two years.
2. **Proven Specifications.** The purchase of new buses requires the development of detailed specifications and evaluation of responses from manufacturers. The use of options from an existing bus purchase contract provides the advantage of allowing the acquisition of buses using a proven specification and evaluation process.

The University conducted a search for available options through contacts within the transit industry. Several opportunities were identified. The options available from the CRPTA-Waccamaw Regional Transit Authority for buses manufactured by Optima were attractive for several reasons:

- The type and size of the buses covered by the CRPTA-Waccamaw Regional Transit Authority contract with Optima were consistent with the type/size needed to serve the park and ride lot.
- Optima's production schedule allowed the delivery of buses before August 2006.
- Five options were available from CRPTA; others had fewer options, insufficient for operation of the park and ride transit route.
- Discussions with other transit providers indicated that the Optima bus has performed well and has been very reliable. The bus is used successfully on a number of college campuses.
- The low floor feature of the Optima buses is particularly well suited to the park and ride operation because it facilitates access and egress as well as allowing easy access for disabled persons.
- Other options under this contract had been successfully transferred.

The assignment of options for bus acquisition has become common in the transit industry and is an allowable method of procurement under Federal Transit Administration guidelines.

The use of options to acquire five buses was recommended by KU staff, reviewed by University procurement staff and approved by KU's Provost in February 2006.

State of Kansas Department of Administration  
DA-146a (Rev. 1-01)

## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1<sup>st</sup> day of April, 2006.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**CERTIFICATION OF PROVIDER**

I hereby certify that I am the Interim City Manager and duly authorized representative of City of Lawrence, Public Transit Department, whose address is City Offices, 6 East 6<sup>th</sup>, PO Box 708, Lawrence, KS 66044-0708 and that neither I nor the above Provider I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Provider) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this agreement and is subject to State and Federal laws, both criminal and civil.

4-6-06  
(Date)

  
David L. Corliss

### CERTIFICATION OF THE SECRETARY OF TRANSPORTATION

I hereby certify that I am the Secretary of Transportation of the State of Kansas and that the above Provider or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

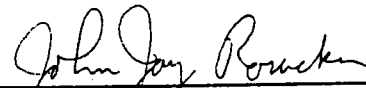
- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced firm in connection with this agreement, and is subject to applicable State and Federal laws, both criminal and civil.

4/6/06

(Date)



Secretary of Transportation  
for the State of Kansas

BY: John Jay Rosacker  
Assistant Bureau Chief  
Bureau of Trans. Planning

## KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

### NOTIFICATION

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

### CLARIFICATION

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

### Nondiscrimination Clauses

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

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal

Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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



- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

**APPENDIX "A"**  
**PROJECT BUDGET**

The final budget for this project is in the amount of \$1,250,000.00.  
Of this amount, the (20%) local non-federal matching share is \$250,000.00.  
The eighty percent (80%) federal share is \$1,000,000.00. The project  
equipment being purchased through this capital grant program is itemized  
as follows:

FIVE (5), LESS THAN 35 FOOT LOW FLOOR TRANSIT BUSES

VEHICLE IDENTIFICATION NUMBERS

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## MEMORANDUM OF AGREEMENT FOR COORDINATING TRANSIT OPERATIONS

**THIS MEMORANDUM OF AGREEMENT FOR COORDINATING TRANSIT OPERATIONS** (“Agreement”) is made and entered into by and between the City of Lawrence, Kansas, a city of the first class under the laws of the State of Kansas, (hereinafter referred to as the “City”) and the University of Kansas, an educational institution, public body, and agency of the State of Kansas (hereinafter referred to as the “University”), as of the 19<sup>th</sup> day of Nov, 2013.

WHEREAS, the University and the City (“the parties”) have been working to identify opportunities to achieve increased coordination between their transit systems, including coordination of routes; and

WHEREAS, the University and the City operate their coordinated transit systems through separate but substantially similar contracts with the same independent contractor (“Contractor”) (currently MV Contract Transportation, Inc.); and

WHEREAS, the parties are also parties to that certain Memorandum of Understanding Concerning Transit Facility and Bus Acquisitions dated February 23, 2010 (2010 MOU) and to an agreement entitled “LEASE” executed by the parties in December 2010 (“Facility Agreement”); and

WHEREAS, the City and University desire to further define their existing coordination efforts and implement new coordination efforts regarding their respective transit systems, as described further below;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the parties agree as follows:

- 1. Prior Agreements.** It is the intent of the parties that this Agreement be subject to and interpreted consistently with the 2010 MOU and the Facility Agreement. In the event of a conflict between this Agreement and the 2010 MOU or Facility Agreement, the terms of the 2010 MOU shall prevail.
- 2. Contractor.** To continue achieving savings by the close coordination of their transit systems, the City and University will endeavor to utilize the same Contractor to operate their respective transit systems and will cooperate in the bidding, evaluation, and negotiation of future contracts for transit operations such that their respective contracts will impose substantially similar obligations on the Contractor as it relates to the parties. Neither party, however, will be required to enter into an agreement with a Contractor that is not in that party’s best interests.

**3. Coordinated Routes.** When deemed appropriate by the parties, coordinated route(s) may be established to provide transit services to the Lawrence community. The parties shall mutually agree on route locations, stops, days and hours of operation, allocation of costs, and other matters relating to the coordinated route.

**a. Allocation of Costs.** The City and University shall negotiate, and direct their current Contractor to implement appropriate cost allocation percentages to be split between the City and University for coordinated routes. The Contractor will be directed to record hours of service to be charged to either the City or the University. If direct fuel costs cannot be determined, an agreed upon burn rate will be applied to charge for fuel use.

**b. Buses.** The parties shall mutually agree on which party's vehicle(s) shall be utilized for operation of a coordinated route. The party contributing use of a vehicle for coordinated route purposes shall maintain ownership of the vehicle and shall be responsible for maintaining appropriate registration and licensure. The vehicle owner shall also be responsible for obtaining vehicle maintenance and repair.

**c. Future Coordination of Routes.** Both parties agree to explore opportunities to coordinate the acquisition of vehicles by their respective transit systems, so as to maximize their efficiencies and reduce their costs.

**4. Fares; Fare Media.** Each party shall be responsible for sale and/or distribution of their respective fare media (KU Cards and T-Passes). All fares received in all bus fareboxes shall go to the City. Both parties agree to honor each other's fares and fare media as follows:

**a.** The University will not charge any riders on fixed routes for rides originating on campus. Valid T Pass holders will not be charged a fare on University buses for rides originating off campus. SafeBus is not public transit service and requires passengers to show a KU Card at boarding.

**b.** The City will not charge KU Card holders on any City fixed route bus or flex route that does not require subscription scheduling. Any service that requires subscription scheduling or has a fare greater than the usual fare ("premium fare") will require all passengers to pay at boarding regardless of location.

**5. Shared Use of Vehicles.**

**a.** Each party agrees to consider requests of the other party to borrow a vehicle on a mutually agreed upon basis for operation of the party's public transit fixed routes or paratransit service. Vehicles loaned by one party to the other shall be provided on an "as available" and "as is" basis at the discretion of the party loaning the vehicle. Each party reserves the right to refuse a request to borrow a vehicle for any reason.

**b.** Neither party will charge the other for vehicle depreciation or similar costs.

- c. While in possession of the borrowing party, the borrowing party shall have control and direction of the vehicle and shall be responsible for determining that the vehicle has been duly registered, licensed and put in operating condition as required for the borrowing party's use. Only trained and properly licensed drivers of the borrowing party's transit Contractor shall be permitted to drive the borrowed vehicles, and the borrowed vehicle shall only be used in the operation of the borrowing party's public transit fixed routes or paratransit services. The borrowing party will comply with all limitations on vehicle use imposed by funding or other regulatory requirements.
- d. The borrowed vehicle shall be returned to the loaning party in the condition in which it was received, reasonable wear and tear excepted.
- e. Notwithstanding the provisions above in this section 5, the University may also from time to time assign buses to the city for long-term use. Such buses are vehicles the University no longer intends to use for revenue service. The following terms shall apply to such "Assigned Buses," the first of which are identified in Exhibit A attached hereto, and such terms shall apply for the duration of the City's use of any Assigned Bus and until or the City returns the Assigned Bus to the University.
  - i. Assigned Buses shall be assigned "as is," and only with the City's consent and/or acceptance. The University will give the City reasonable notice of its intent to assign a bus to the City for long-term use by, identifying it by model and vehicle identification number. The City shall be provided reasonable opportunity to inspect those buses prior to acceptance. The City shall document its acceptance of such buses in writing.
  - ii. Unless otherwise agreed to between the parties, the Assigned Buses shall be used to provide public transit services to the Lawrence community. The City shall be responsible for the operations of Assigned Buses and shall have exclusive control and direction of such Assigned Buses, including but not limited to control over fares, routes and schedules. The City shall cause the Assigned Buses to be duly registered, licensed, and insured. The City shall be permitted to subcontract operation and maintenance of the Assigned Buses, provided such contractor shall be required to provide such services in accordance with the requirements of the 2010 MOU and applicable state and Federal law. Housing for the Assigned Buses shall be the responsibility of the City, unless otherwise agreed to by the parties. The city is allowed to rebrand the buses for their service.
  - iii. The City shall, at its own expense, maintain the Assigned Buses in good repair for the duration of their use by the City and in compliance with applicable laws and regulations. The City assumes all costs and expenses in connection with the operation, use, maintenance and repair of the Assigned Buses, including repairs, fuel, oil, fines or penalties for speeding and/or reckless or careless driving or other violation in the use or operation of the Assigned Bus, taxes, license plates, wages and all contributions and taxes growing out of the

relationship of employer/employee, and the insurance types and levels set forth in Exhibit B to the 2010 MOU. Any subcontract of/for bus operations may also include provisions addressing responsibility for the foregoing costs and expenses, including insurance.

- iv. As between the parties, the City assumes the risk of loss of or damage to, or destruction of the Assigned Buses, resulting from accident, collision, theft, fire, lightning, windstorm, earthquake, flood, explosion, hail, riot or civil commotion, aircraft, water damage, vandalism and malicious mischief or from any other cause whatsoever, and the University shall have no liability or responsibility therefore; excepting, however, that if the loss or damage to the Assigned Buses shall result from a collision with a bus or other motor vehicle owned or operated by an employee, agent or contractor of the University in the course of conducting University business, the liability therefore shall be determined in accordance with applicable law.
  - v. The City shall give the University reasonable advance notice, in writing, of its intent to return any Assigned Bus, but not less than 15 days' notice. The City's obligations for any Assigned Bus shall end upon the return of the Assigned Bus. The Assigned Bus shall be returned in the mechanical condition in which it was received, reasonable wear and tear excepted.
  - f. If the City wishes to make a long-term assignment of any of its buses to the University, the same terms of section 5(e) shall apply to the respective assignor and assignee.
- 6. Fuel.** The University will procure and store fuel to be used by both the City and the University. The University will bill the City monthly for the cost of either the actual fuel used or, if not able to be determined, an agreed upon burn rate. An annual true-up of fuel used to fuel acquired will be calculated to share the cost of any shortage due to fuel shrinkage. The cost due to shrinkage will be apportioned to the parties in the same manner as Allocation Costs under the Facility Agreement.
- 7. Consumer Information.**
- a. **Call Center.** The University agrees to provide telephone customer information services to all riders of the University and City transit systems on days and during hours when the KU Parking and Transit office is open. Such services shall consist of answering calls regarding bus routes, bus schedules, fares, bus passes, paratransit services and other issues relating to riders of the City and University transit systems. When KU Parking and Transit offices are closed, calls will be routed to the transit service Contractor for handling. In the event that transit service Contractor allocates costs for such services to the parties, the costs shall be allocated in the same manner as Allocation Costs under the Facility Agreement.





- B. **Federal and State Provisions.** The parties agree that if the City or the University is notified by a state or federal regulatory agency that the other party, or the transit operator performing work in connection with this Agreement, has failed to comply with applicable state and/or federal standards, regulations, and statutes, and/or any applicable provisions of the an agreement with KDOT or the FTA, the non-complying party shall obtain compliance or address the situation to the satisfaction of the regulatory agency within the time frame reasonably set forth by said regulatory agency. If compliance is not obtained or the situation is not timely addressed to the satisfaction of the regulatory agency, then, to the extent such violation is a material violation impacting City's or University's transit operations, the City and University shall each have the right to immediately terminate this agreement by providing written notice of termination to the other.
- C. **Funding.** The University and the City agree that any allocation of costs shall recognize applicable restrictions on sources of funding. The University and the City agree that neither party shall be required to subsidize the provision of transit services to the other. Any state or federal funds generated as a result of increased ridership or other transit-related statistic shall be shared by the City and University. City and University staff will prepare a mutually agreed upon annual plan for expending those funds for presentation to the City Commission. In general, the City will have first claim on funds it would have generated on its own and funds beyond that will be made available for University transit projects. The City and University may jointly expend funds for mutually beneficial projects.
- D. **Amendments.** Subject to section 1, this Agreement represents the entire understanding of the parties as to the subject matter hereof. Any amendments or additions hereto shall be only in writing executed by the parties. The parties agree to cooperate and take such action as is necessary to update and amend this Agreement as needed to address the issues outlined herein.
- E. **Claims.** Each party shall be responsible for its own negligence, or that of its employees or agents, but only in the manner and to the extent provided by applicable State laws, and nothing in the Agreement shall create any obligation to defend or indemnify the other party. The parties will cooperate in defense of claims by third parties arising from the parties' coordinated transit activities.
- F. **Assignment.** This Agreement may not be assigned without the written consent of the other party.
- G. **Applicable Law.** This Agreement shall be governed by the laws of the State of Kansas.
- H. **Venue.** It is agreed by and between the parties that, should any dispute arise that cannot be resolved through negotiations and mutual consent, concerning the validity and effect of this Agreement, or of any breach of the Agreement herein,

venue of action concerning such dispute shall be in the District Court of Douglas County.

- I. **Severability.** Each provision of this Agreement shall be considered separable and if for any reason a provision which is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid or contrary to any existing or future law, such validity shall not impair the operation of or effect of those provisions of this Agreement that are valid.
  
- J. **Contractual Provisions Attachment.** The Provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Agreement to be executed in duplicate as of the date and year hereinafter written.

**CITY OF LAWRENCE**

**UNIVERSITY OF KANSAS**

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

11-19-13  
Date

10/17/13  
Date

### CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 etseq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 etseq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 etseq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 etseq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 etseq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 etseq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**KU Buses Available for Transfer to City of Lawrence Use as of July 3, 2013**

Unit Number	Make & Model	Vin	Description	Engine Manufacturer Model	Engine Serial Number	Fuel Type Gas or Diesel	Transmission Manufacturer & Model	Transmission Serial Number	TK/Carrier Model	Lift Equip	Lift Manufactures	Model
306	1990 Gillig Phantom	15GCD0918L1083343	40FT Transit	Detroit 6V92	6VF178295	Diesel	Voith D864	405185	T1M20 BM# 040289	Y	Lift U	3086
315	1990 Gillig Phantom	15GCD0914L1083355	40FT Transit	Detroit 6V92	6VF178268	Diesel	Voith D864	405224	T1M20 BM# 040289	Y	Lift U	3086
316	1990 Gillig Phantom	15GCD0917L1083317	40FT Transit	Detroit 6V92	6VF178598	Diesel	Voith D864	405195	T1M20 BM# 040289	Y	Lift U	3086
318	1990 Gillig Phantom	15GCD0915L1083350	40FT Transit	Detroit 6V92	6VF178546	Diesel	Voith D864	405231	T1M20 BM# 040289	Y	Lift U	3086
321	1990 Gillig Phantom	15GCD0916L1083356	40FT Transit	Detroit 6V92	6VF178296	Diesel	Voith D864	405226	T1M20 BM# 040289	Y	Lift U	3086

## APPENDIX F

### LINKS REFERENCED IN TEXT

[Lawrence Transit Center Location Analysis](#)

[2014-24 Campus Master Plan](#)

[Transportation 2040](#)

[Fixed Route Transit and Pedestrian Accessibility Study](#)

[Coordinated Public Transit Plan](#)

[5-County Regional Transportation Planning Study](#)

[I-70 Corridor Transit Feasibility Study](#)

[Commuter Park & Ride Study](#)

[I 9th Street \(Barker to Iowa\) Practical Road Safety Assessment](#)

[Complete Streets – A Study of Considerations for the Future of Multimodal Transportation](#)

[ITS Infrastructure](#)

[Existing and Proposed Bikeways Map](#)