



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider contract for engineering services for a pavement restoration project on West Main from 8th to 10th.

SUMMARY RECOMMENDATION Authorize Mayor to sign the agreement with TranSystems for engineering services for a pavement restoration project on West Main from 8th to 10th.

BACKGROUND On March 28, 2019 the City Commission authorized applying for a project under two KDOT grant programs that would consist of pavement restoration on West Main from 8th Street to 10th Street with a sweeping right turn lane. The sweeping right turn lane was applied for through the Access Management grant program, while the remainder of the project was applied for through the GI grant program.

At the November 14, 2019 meeting the Commission approved an agreement with KDOT for the GI portion which included pavement replacement, curb and gutter, sidewalk, and pavement markings on US-160 (West Main) from 200 feet east of US-75 (10th Street) to the 8th Street intersection at a total cost of \$1,384,234 with KDOT paying a maximum of \$1,000,000.

The Access Management grant for the sweeping right turn lane and the improvements on West Main starting at 10th and ending 200' east was not approved. However, the Commission determined to move forward with this portion of the project that was not funded by a KDOT grant with the modification that the sweeping right turn lane would not be included in the scope of work. It was discussed that the City portion of this project would be engineered and bid with the KDOT GI grant that was awarded. Combining the projects would result in an estimated KDOT share of \$1,000,000 and an estimated City share of \$764,234 for a total estimated combined project cost of \$1,764,234. This represents an increase in the City's share of \$380,000 (\$384,234 to \$764,234).

At the May 28, 2020 Commission meeting the Commission directed staff to request a contract for engineering services from TranSystems.

BUDGET IMPACT The maximum fee for design services included in the contract with TranSystems totals \$140,000 which will be funded from the Economic Development/Transportation Fund.

SUGGESTED MOTION I move to authorize the Mayor to sign the agreement with TranSystems for engineering services for a pavement restoration project on West Main from 8th to 10th.

SUPPORTING DOCUMENTS Contract – TranSystems

**AGREEMENT BETWEEN
CITY OF INDEPENDENCE, KANSAS
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the City of Independence, Kansas (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to provide professional services on the following described project:

US-160 (Main Street): 10th Street to 8th Street Pavement Restoration

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the

Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. A 6 (six) month period is estimated to be needed for the completion of the Basic Services. Such estimated date shall be the date on which it is estimated, but not guaranteed, that the Basic Services will be completed by TRANSYSTEMS. The estimated period shall begin on the date the contract is signed, and end with the delivery of the final product to the Owner. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided

under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

4.3.1 Completion of Design: Completion of all plan development stages are required no later than the current project schedules due dates, exclusive of delays beyond the Consultants control.

4.3.2 Progress Reports: TRANSYSTEMS shall submit to the CLIENT, and the SECRETARY upon request, progress reports at monthly or mutually agreed intervals in conformity with the official project schedule.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

For design and bidding services, CLIENT shall pay TranSystems at the rates or in the amounts set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the design services as described in Exhibit A shall be **\$140,000.00**.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. In addition to payments provided for in paragraph 5.1.1, CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect. For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses for this project is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and the CITY of INDEPENDENCE and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. TRANSYSTEMS will provide both paper copies and electronic copies of the final project to the CITY of INDEPENDENCE. TRANSYSTEMS will also maintain a GIS web portal that can be accessed by the CITY. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this

Agreement.

Section 7.3 Delivery of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any

control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
 Worker's Compensation Statutory
 Employer's Liability
 \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
 \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
 \$1,000,000 - per occurrence
 \$2,000,000 - annual aggregate
 \$2,000,000 - product / completed operations per occurrence
 \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
 \$1,000,000 - per occurrence
 \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.9 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services
Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each

party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in the Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.6 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.7 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:
Ms. Kelly Passauer
Assistant City Manager
City of Independence

If to TRANSYSTEMS:

Mr. Shawn Turner
Principal
TranSystems
115 S. Sixth Street
Independence, Ks 67301

Attention:

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.10 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.11 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to

make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.12 Conformity with State and Federal Requirements: The CLIENT shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Projects (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundations Investigation Guidelines, Bureau of Designs road memorandums, the current version of the KDOT Standard Specification for State Road and Bridge Construction with Special Provision, and with any necessary Project Special Provisions required by the Secretary or by the City with the SECRETARY's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Official Policy, the KDOT Access Management Policy, the KDOT Access Management Construction Project Guidelines, and the latest version , as adopted by the SECRETEARY, of the Manual of Uniform Traffic Control Devises (MUTCD) , as applicable.

Because of the Secretary of Transportation of the State of Kansas' (SECRETARY) obligation to administer state funds, federal funds, or both, the SECRETARY shall be a third party beneficiary to this agreement between the CLIENT and TRANSYSTEMS. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the SECRETARY or the CLIENT or both incurred or will incur because TRANSYSTEMS failed to comply with its contract obligations under this Agreement or because of the Consultants negligent acts, errors or omissions. Nothing in this provision precludes the CLIENT from seeking recovery or settling any dispute with TRANSYSTEMS as long a such settlement does not restrict the SECRETARYS right to payment or reimbursement.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2020.

City of Independence, Kansas

TranSystems

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



**TranSystems Corporation
Schedule of Hourly Rates for 2020
Independence Office**

Classification	Rate	Classification	Rate
Administrative II	\$89.00	Planner I	\$91.00
Architect II	\$97.00	Planner II	\$93.00
Architect IV	\$236.00	Planner III	\$142.00
Construction Services I	\$60.00	Planner IV	\$253.00
Construction Services II	\$75.00	Surveyor I	\$58.00
Construction Services III	\$110.00	Surveyor II	\$78.00
Construction Services IV	\$165.00	Surveyor III	\$99.00
Construction Services V	\$225.00	Surveyor IV	\$113.00
Engineer I	\$93.00	Surveyor V	\$165.00
Engineer II	\$118.00	Scientist II	\$102.00
Engineer III	\$160.00	Technician I	\$80.00
Engineer IV	\$268.00	Technician II	\$84.00
Engineer V	\$361.00	Technician III	\$106.00
Civil Engineer I	\$88.00	Technician IV	\$115.00
Civil Engineer II	\$120.00	Technician V	\$162.00
Civil Engineer III	\$180.00		
Civil Engineer IV	\$225.00		
Civil Engineer V	\$300.00		
Electrical Engineer IV	\$226.00		
Structural Engineer II	\$137.00		
Structural Engineer III	\$186.00		
Structural Engineer IV	\$227.00		
Structural Engineer V	\$297.00		

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2020. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

EXHIBIT "A"
Scope of Services
US-160 (Main Street) Pavement Restoration
Independence, KS

PROJECT UNDERSTANDING

The general project improvements in Independence, Kansas include full depth reconstruction of US-160 (Main Street) from just east of 10th Street to approximately 100 feet east of 8th Street. The improvements for the roadway shall include construction of full depth concrete paving including curb and gutter, storm sewer, sidewalk, concrete driveways, water line improvements, and pavement marking and signing.

FINAL DELIVERABLES

The City will be provided one full size (22" x 36") electronic PDF copy and one half size (11"x17") black line set of final plans and the Engineer's Probable Construction Cost. Project Specific Special Provisions will be written and submitted by TranSystems.

PROJECT TASKS

The project will be conducted in five (5) phases, which are listed below with a brief description for each phase.

Phase 100 - Conceptual Design	Survey, Geologic Investigation, & Concept Development
Phase 200 - Field Check Plans	Development & Project Analysis
Phase 300 - Office Check Plans	Further Refinement of Project & Detail Development
Phase 400 - Final Check/PS&E	Final Review/Estimating of Plans
Phase 500 - Final Plans	Completion of Plans

PHASE 100 – CONCEPTUAL DESIGN

Task 100 Conceptual Design

- 101. Conceptual Designs – Based on the design criteria, existing plan documents and the conceptual plan report, TranSystems will prepare up to two (2) conceptual drawings of the corridor and potential impacts.
- 102. Prepare a preliminary opinion of probable construction costs for the proposed work including:
 - a. Roadway construction
 - b. Right-of-way impacts will be identified but no estimate of right of way costs will be included

Task 200 Survey/Base map

- 201. Control- Establish and supplement Horizontal Control throughout the project limits on Kansas State Plane Coordinate System, NAD83 (latest adjustment), South Zone. All control shall be scaled to ground distance based on a C.A.F. (Combined Adjustment Factor) established at or near the center of the project and shall be completed in U.S. survey feet.
 - 1. Reference ties and control sketches shall be completed on all control points and section corners along project. Estimation of eight (4) horizontal Control Points will be established for future project use. Establish and supplement Vertical Control throughout the project limits on NAVD 88 with Geoid 12B Datum. Set a minimum of three (3) benchmarks along project limits with tied references to their locations. At least one (1) Vertical benchmark shall be located just outside the project limits so it is not eliminated during construction.
- 202. Topographical Survey- Provide field survey necessary for preparation of roadway plans. Project survey limits are shown on **Figure A** and generally described below:
 - 1. 150 foot width along the centerline of US-160 (Main Street) from the 10th Street centerline to approximately 250' east of 8th Street unless building fronts are encountered where shots shall be taken along the building fronts and sides as needed.

2. Approximately 200 feet along side street intersections from the centerline of US-160 (Main Street). This includes 150' along the 9th Street corridor and 100 feet along the 8th Street corridor. If building faces are encountered shots along the building faces and sides shall be taken as needed.
203. Survey limits will also include additional widths at intersections, drainage structures (both ends whether within general survey limits or not), driveways and side streets. Survey will include locating, but not limited to the following features within the project limits as described (pavements, driveways, building faces, steps (size and elevations), walls, wall drainage holes, utilities, ditch bottoms, ditch flowlines, ditch tie-ins to existing ground, drainage structures with measure rim down for flow line elevations and size, roof drain location and size, natural ground elevations, all trees/bushes noted with size and type, landscaping, curbing, power poles, signs, fences, railroad features, etc.)
 204. Utilities- All utilities will be located using the Kansas "One Call" system. The resulting markings will be surveyed at the same time as the topographic survey. No physical locates of any underground utilities will be completed as a part of the survey. **Utilities shown in CAD file deliverable will include utility company.** Collect a rim shot and "rimdown" elevation to the flow line of any surveyed gravity storm or sanitary sewer lines that are within the survey limits and any upstream or downstream manholes/inlets that may be out of the survey area.
 205. Existing storm sewers and channels- Existing storm sewers, storm inlets, channels and reinforced box culverts will be located and flow lines surveyed (*both ends whether located within general survey limits or not*). Structure sizes need to be field verified measurements and include hand sketches for RCB's or bridges and not based on GIS data.
 206. Base Map Development- The raw field survey, topographic features and utility data gathered will be used to develop the base map of the planimetric features along with the ground surface model to create contours for the project. The base map will be a plan view representation of the project with contours presented at 1-foot minor and 5-foot major intervals. Base maps will be prepared in a format consistent with the Kansas Department of Transportation (KDOT). The maps will be prepared in English units and at a scale of 1:20. Survey will be provided to TranSystems in CAD (.dwg, .dgn, .xml, and/or .tin) formats to be uploaded in MicroStation, with layer names and block symbols and text per TranSystem preferences. The standard KDOT drawing symbols will be used to mark the physical features they represent.
 207. Point File - A separate file of all surveyed points and attributes will be created and supplied in both a CAD and text file.
 208. Property Research- Obtain necessary property research items such as, but not limited to, parcel tax maps, printouts of ownership, utility maps, plats, road records and road plans. Make a reasonable effort (using a metal detector, existing property pin or section corner information) to find existing property corners, quarter section corners and section corners (estimated 4 quarter/section corners) along the project and outside of project if necessary to assist in establishing existing right of way and ownership base map. Field survey will be tied to nearest section corners and quarter section corners. Existing roadway alignment pins (if available) will be used to help establish right of way.
 1. Should the corner not exist, costs for the re-establishment of the corner are not included in the contract, however, if the City desires corner re-establishment, TranSystems may enter into a supplemental agreement to reestablish missing section and/or quarter corners. Prepare an ownership boundary and existing right of way strip map along the project alignment showing but not limited to section lines, property lines, existing easements and ownership. A list of all the properties impacted by the project in excel format including the key number acquisition, property owner, quarter section or plat name, and property street address shall be prepared.

209. Obtain title reports for **22 properties** as directed by TranSystems and provide copies of same. Obtain copies of all easements and encumbrances and existing survey data along the project.
210. Property Descriptions - Surveying company will write legal descriptions and prepare exhibits for approximately **9 parcels** of land. These may be temporary and/or permanent easements. Dimensions of said construction easements and right-of-way shall be provided by TranSystems. Exhibits and legal descriptions and must be stamped by a licensed surveyor in the State of Kansas. Legal descriptions shall be provided in a .doc (word) file.
211. Proposed Right of Way Staking - Staking of proposed right of way or easements for property acquisitions or utility relocations will be completed one (1) time for up to 22 parcels along the project.
212. Surveyor shall obtain any permits or notifications required to work near the railroad tracks and railroad property.
213. The City will provide rights-of-entry for survey and/or geotechnical work on private property.

Task 300 Geologic Investigation

301. Existing Subsurface Condition Investigation – The existing pavement will be cored in up to three (3) locations to determine the thickness of the existing pavement. The proposed pavement roadway section will be based on recommendation from the City and KDOT, no pavement design will be completed as part of the project.

PHASE 200 - FIELD CHECK PLANS

Task 100 Plans and Estimates

101. TranSystems will develop the design geometry for the project using the base mapping obtained in the Field Surveys portion of this agreement and in accordance with due consideration for comments received from the meeting with the agencies. The TIN model created in the Field Surveys task will also be used during this phase to develop the vertical alignment information. This data, supplemented by City/County GIS, available LIDAR data, USGS mapping and existing As-Built Plans, will be used by TranSystems to define the existing drainage basins and size appropriate drainage structures per KDOT criteria, spread widths will be based on City of Wichita/Sedgwick County criteria.
102. Field Check plans will be prepared and submitted in accordance with KDOT policies and practice, and will be approximately 50% complete. The following sheets are anticipated to be included in this submittal.
 - Title Sheet
 - Typical Sections/General Notes
 - Plan/Profile Sheets
 - Miscellaneous Details
 - Storm Drainage
 - Intersection Control (Signal or Roundabout from Concept Study)
 - Traffic Signal Changes
 - Street Lighting
 - Traffic Control/ Construction Sequencing (General discussion and overview)
 - Waterline Improvements
 - Cross Sections of Pavement Surfacing and Grading (maximum nominal spacing of 50 ft., plus additional sections as needed at transition points, critical point, etc. to facilitate design and accuracy of earthwork quantities.)
103. TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format to KDOT and the City.

Task 200 Waterline

201. TranSystems will develop water line replacement plans for the existing water lines within the project limits as determined by the City.
202. Pothole of existing waterlines and utilities is not included in this scope and will be conducted by the City. TranSystems will provide the City with pothole locations.
203. Specifications will be developed by TranSystems for review and approval by the City. Sealed waterline plans and specifications will be submitted to KDHE for review and approval during the Final Check phase.

Task 300 Communications

301. TranSystems will attend one (1) Field Check meeting to review the plans and Field Check comments with KDOT and the City. This task also includes preparation of meeting minutes.

Task 400 Utility Coordination

401. Utility Check -TranSystems will prepare colored utility check set plans in PDF format to verify with the utility owners within the project limits for verification of accuracy following the Field Check Phase. TranSystems will attend a utility coordination meeting following the Field Check Phase. TranSystems will be responsible for locating all existing utilities located using the Kansas "One Call" system Utilities located within the corridor but not marked by Kansas One Call will be shown in their approximate locations on the plans by information provided by the utility owners.

PHASE 300 - OFFICE CHECK PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Field Check Plans are approved, Office Check plans will incorporate the comments received at the Field Check Meeting and will further develop the plans. Office Check plans will be prepared and submitted in accordance with KDOT policies and practice. These plans will be approximately 90% complete plans, which will include the following items:

- Title Sheet
- Typical Sections/General Notes
- Roadway Plan and Profile Sheets
- KDOT Standard Details
- Miscellaneous Details
- Standard Details
- Curb and Gutter
- Driveway Entrances
- Erosion Control Plans – KDOT typical BMP sheets
- Signing and Pavement Marking
- Storm Sewer Profiles
- Summary of Quantities
- Traffic Control/Construction Phasing
- Waterline Improvements
- Cross Sections (Driveways will be shown in the cross sections)

TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format to KDOT and the City.

102. Special Provisions – Prepare Special Provisions to supplement the KDOT standard construction specifications as needed.

103. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.

Task 200 R/W, Construction Easements and Drainage Easements

201. Property Descriptions - Surveying Company will write legal descriptions and prepare exhibits for approximately 9 parcels of land. These may be temporary and/or permanent easements. Dimensions of said construction easements and right-of-way shall be provided by TranSystems. Exhibits and legal descriptions will be stamped by a licensed surveyor in the State of Kansas. Legal descriptions shall be provided in a .doc (word) file.

202. The City of Independence will be responsible for acquiring all permanent right of way, temporary construction easements, and permanent drainage easements to accommodate the letting schedule and completing KDOT Form 1306 - Right of Way Clearance.

Task 300 Utility Coordination

301. Utility Check - TranSystems will prepare colored utility check set plans to verify with the utility owners within the project limits for verification of accuracy as well as discuss schedule for the utility owner to relocate their facility following the Office Check Phase. TranSystems will prepare the KDOT Form 1304 – Utility Relocation Release.

Task 400 Permitting

401. Permitting – TranSystems will handle all environmental clearances associated with the project. TranSystems will prepare the following permit applications as is standard at the time of this contract, those permit applications include the following:

- The Kansas Department of Health & Environment Notice of Intent (NOI) - Projects that disturb greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System. TranSystems will prepare the NOI. The application fee of \$60 and is an annual fee will be paid for directly by the City of Independence.
- KDOT Forms:
 1. 1304 – Status of Utilities
 2. 1307 – List of Permits & Status
- Kansas Department of Health and Environment (KDHE) Waterline Permit – TranSystems will submit plans and specifications to KDHE for review and approval.

402. The City of Independence will submit prepared permits and pay any associated fees directly

PHASE 400 - FINAL CHECK/PS&E PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Office Check Plans are approved, Final Check plans will be prepared and submitted in accordance with KDOT policies and practice. These plans will be approximately 99% complete plans, which will include all of the items in Office Check comments.

PHASE 500 - FINAL PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the PS&E Plans are approved, Final plans will be sealed and submitted in accordance with KDOT policies and practice. This should complete the plan production portion of the contract.

Assumptions

- KDOT will advertise and bid the roadway project;
- KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Special Provisions as required;
- No potholing for locating utilities is included;
- No pavement design is included in the scope;
- No aesthetics including special lighting, graphics, form liner, artwork or landscaping are included in the plans;
- No improvements to the Main Street and 10th Street signal are included;
- The City of Independence will acquire all properties and/or easements needed for the project as defined by the legal descriptions and tract maps outlined herein. The City will be responsible for inserting the legal descriptions onto the appropriate acquisition forms prepared by the City. The City will prepare KDOT Form 1306;
- Property acquisition services are available upon request, but are not included in this agreement. A separate agreement will be negotiated if these services are desired;
- No floodplain or floodway delineation will be shown on the plans or surveyed in the field;
- No contaminated soils are anticipated with this project, however, if contaminated soil is discovered at a later date any mitigation design or activities needed are not included in this scope and a separate agreement with the City will be negotiated if these services are desired;
- No public meeting is included as part of the scope;
- Assumption is that section corners and quarter section corners are in place and of record;
- English units will be used for this project;
- The scope of work does not include waters of the U.S. mitigation (likely not required);
- Floodplain development permit or FEMA flood map revisions are not included in this contract;
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein;
- The selected Contractor may request final reference files from TranSystems and enter into a separate agreement with TranSystems regarding the use of the electronic data;
- Construction Inspection is available upon request, but is not included in this agreement. A separate agreement will be negotiated if these services are desired.

It is anticipated that the City will provide the following:

- Provide potholing of public utilities as needed to verify depths, locations, and conflict areas;
- Review and comment on project concept, alignment, and design details;
- Attend project meetings with KDOT;
- Provide notices and space for public or individual meetings with adjacent property owners;
- Submit prepared permits and the associated fees;
- Directly pay any fees required for permits, advertising, or other required documents;
- Acquire all right-of-way and complete KDOT Form 1306 - Right of Way Clearance with certified representatives in accordance with the ROWCP requirements stated in BLP Memo 16-06;
- Provide rights-of-entry & site access for survey or geotechnical work, including private property.