

## **CONTRACT FOR PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, TranSystems Corporation, a Corporation (hereinafter called consultant).

### **WITNESSETH:**

WHEREAS, City requires Professional Engineering services and,  
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;  
NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

### **ARTICLE 1 – EFFECTIVE DATE**

The effective date of this contract shall be June 12, 2021.

### **ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

### **ARTICLE 3 – PERIOD OF SERVICE**

The services shall be completed by February 28, 2022.

### **ARTICLE 4 – COMPENSATION**

For services performed, the City shall pay the consultant, an amount not to exceed One Hundred Thirty-Five Thousand Five Hundred Seventy-Two Dollars (\$135,572).

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

### **ARTICLE 5 – PERMITS AND LICENSES**

The consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

#### **ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

#### **ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT**

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

#### **ARTICLE 8 – STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

#### **ARTICLE 9– LIABILITY AND INDEMNIFICATION**

Having considered the potential liabilities that may exist during the performance of this contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

#### **ARTICLE 10 – INSURANCE**

##### **Architect, Engineering, and Survey Services**

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the

General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

#### **WORKER'S COMPENSATION**

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

#### **ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. City.

#### **ARTICLE 12 – DELAY IN PERFORMANCE**

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

#### **ARTICLE 13 – TERMINATION**

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

#### **ARTICLE 14– WAIVER**

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 15 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or

enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

#### **ARTICLE 16 – SUCCESSORS AND ASSIGNS**

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

#### **ARTICLE 17 – ASSIGNMENT**

Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

#### **ARTICLE 18– THIRD PARTY RIGHTS**

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

#### **ARTICLE 19– INDEPENDENT CONSULTANTS**

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

#### **ARTICLE 20– AUDIT**

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

#### **ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract or purchase order, the consultant agrees as follows: The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

#### **ARTICLE 22 – GOVERNING LAW**

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

#### **ARTICLE 23 – COMMUNICATIONS**

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

John Zimmerman, Vice President  
TranSystems  
2400 Pershing Road, Suite 400  
Kansas City MO 64108

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

**ARTICLE 24 – SEPARATE CONTRACTS**

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

**ARTICLE 25 – ENTIRE CONTRACT**

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.

**ARTICLE 26 – SURVIVAL OF TERMS**

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 22 – Governing Law; Article 25 – Entire Contract; and this Article 26 – Survival of Terms.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

By \_\_\_\_\_

Date \_\_\_\_\_

Consultant

By Frank Weatherford

Title Principal

Date 6/10/21

## **PROPOSAL FOR ENGINEERING SERVICES Crysler Road Bridge Deck Replacement**

City of Independence, MO

### **PROJECT LOCATION AND DESCRIPTION**

The Crysler Avenue bridge over the Union Pacific Railroad was originally built in 1980, and is located just North of the intersection of S Crysler Ave. and W. Lexington Ave. The superstructure is a 3-span steel girder with concrete deck. The existing bridge length is 125 feet, including abutments. The overall deck width 68 ft – 6 inches and the roadway width is 60 ft. Additional features consist of curb and gutter, 6 ft sidewalk on the west side and railings atop concrete parapets on each side.

Based on Missouri Department of Transportation inspections, the concrete deck has a poor condition rating. Damage consists of spalls and delamination, transverse cracking and expansion joint deterioration. The substructure and superstructure are noted to be in a better than satisfactory condition.

The project includes roadway engineering, traffic engineering, bridge engineering (including inspection of existing bridge), and permitting assistance.

This project will also include the engineering inspection of the adjacent Winner Road bridge that is being repurposed as a pedestrian/bicycle facility.

### **SCOPE OF SERVICES**

The engineering services covered by this proposal shall include inspection of the existing Crysler Avenue bridge to determine appropriate rehabilitation in addition to a deck replacement. Survey and utility locations. Evaluation of possible deck replacement options and design of new deck with required roadway and traffic engineering. Permitting assistance with UPRR for a construction permit as well as applicable city agencies. Completion of Preliminary and Final plans as well as specifications and opinion of probable cost. In addition to the scope of work for the Crysler Avenue bridge, the adjacent Winner Road bridge will also receive an inspection to determine appropriate repairs to return the bridge to good condition. No plan development is anticipated for the Winner Road bridge as part of this scope.

Engineering plans shall be prepared in accordance with current standard MoDOT procedures in the format and detail required by the MoDOT Engineering Policy Guide (EPG) and Standards and Specifications for Road and Bridge Construction. The dimensions shown on the plans shall be shown in English units of measure. Basic specifications shall be *the Missouri Standard Specifications for Highway Construction, 2020*.

All necessary geologic reports, soils investigation reports, final surfacing recommendations, existing right-of-way information, and traffic data to complete this project will be provided to the CONSULTANT by the CITY.

Services to be provided by the CONSULTANT shall include the following:

## **1.00 FIELD INSPECTION AND CONCEPT**

The objective of this portion of the services is to provide a complete inspection of the existing structures and associated inspection reports. This will involve a site visit and memo style report to summarize the findings and recommend additional rehabilitation items in addition to the deck replacement for the Chrysler Avenue bridge and Winner Road bridge. When authorized by the CITY, CONSULTANT will complete the inspection and provide the CITY:

- 1.01 Field Inspection – Field inspection will be completed by NBIS qualified bridge inspection team leader to document the condition of the bridges and ascertain general quantities and items for repair.
- 1.02 Evaluate options for deck replacement – Options for deck replacement may include full depth precast panels, partial depth panels, reduction in overhang(s) or other options to decrease construction time.
- 1.03 Topographic Survey – Conduct a topographic survey of the roadway, bridge, and railroad items. Coordinate with UPRR to obtain necessary permits, if applicable. Meet with UPRR Roadmaster, if allowed by UPRR, to discuss the bridge redecking.
- ~~1.04 Road Diet Concept – Develop a schematic layout of the proposed roadway that reduces number of travel lanes on the bridge and approach roadway. Prepare estimate of construction costs.~~
- 1.05 Field Inspection Report – Summarize the inspection findings in a memo style report for each structure complete with appropriate photos and captions. Recommendations for repair items will be included in the report for consideration by the CITY.

## **2.00 PRELIMINARY ROADWAY DESIGN**

The objective of this portion of the services is to develop preliminary plans. This will involve the preliminary design and preparation of construction plans. When authorized by the CITY, CONSULTANT will prepare preliminary plans for the project and will include the following tasks.

- 2.01 Preliminary Roadway Design
  - 2.01.01 Add survey info to plans (horizontal/vertical control, utilities, etc)
  - 2.01.02 Establish existing and proposed horizontal alignments
  - 2.01.03 Establish existing and proposed vertical profiles
  - 2.01.04 Evaluate utility locations & methods to minimize utility impacts
- 2.02 Preliminary Plans and Estimates
  - 2.02.01 Prepare title/index sheets
  - 2.02.02 Prepare general notes/utility owner sheet
  - 2.02.03 Prepare plan/profile sheets
  - 2.02.04 Prepare cost estimate
- 2.03 Assemble preliminary plans and submit to CITY and utilities (all plan sections)
- 2.04 Preliminary plan revisions (all plan sections)
- 2.05 Submit preliminary plans (all plan sections) information to UPRR for review and approval.
- 2.06 Revise based on UPRR comments and submit for UPRR approval (all plan sections)

## **3.00 FINAL ROADWAY DESIGN**

The objective of this portion of the services is to finalize roadway plans. This will involve the completion of construction plans. When authorized by the CITY, CONSULTANT will prepare final plans for the project and will include the following tasks.



- 3.01 Final Roadway Design
  - 3.01.01 Finalize alignments, profiles, etc.
  - 3.01.02 Miscellaneous sidewalk details
- 3.02 Final plans and estimates
  - 3.02.01 Finalize title & index sheets/prepare sign & seal sheet
  - 3.02.02 Finalize general notes
  - 3.02.03 Finalize plan/profile Sheets
  - 3.02.04 Prepare paving details
  - 3.02.05 Prepare summary of quantities sheets
  - 3.02.06 Prepare Temp erosion control sheets & summary
  - 3.02.07 Prepare cost estimate
- 3.03 Assemble plans to utilities submittals (all plan sections)
- 3.04 Assemble plans to CITY (all plan sections)
- 3.05 Submit final plans (all plan sections) information to UPRR for review and approval
- 3.06 Revise based on UPRR comments and submit for UPRR approval (all plan sections)

#### **4.00 PRELIMINARY TRAFFIC DESIGN**

- 4.01 Prepare signing installation and removal plans
- 4.02 Prepare pavement marking plans
- 4.03 Evaluate construction sequencing
- 4.04 Evaluate detour route
- 4.05 Prepare construction sequencing plans that identify primary phases of construction and traffic management strategies
- 4.06 Prepare detour sheet
- 4.07 Prepare traffic control layout sheets

#### **5.00 FINAL TRAFFIC DESIGN**

- 5.01 Finalize signing, pavement marking, sequencing, detour, and traffic control sheets.
- 5.02 Prepare signing details and quantities sheets
- 5.03 Prepare pavement marking quantities sheet
- 5.04 Prepare traffic control details and quantities.

#### **6.00 PRELIMINARY STRUCTURE DESIGN**

- 6.01 Data collection/Review (as-built plans/record drawings)
- 6.02 Preliminary structure plans
  - 6.02.01 Prepare general plan for deck replacement option chosen
  - 6.02.02 Prepare preliminary details for other repair items
- 6.03 Prepare cost estimate (Submittal with roadway plans)

#### **7.00 FINAL STRUCTURE DESIGN**

- 7.01 Final structure design
  - 7.01.01 Final deck design replacement
  - 7.01.02 Design of superstructure repairs

- 7.01.03 Design of substructure repairs
- 7.02 Prepare final plans
  - 7.02.01 General plan
  - 7.02.02 Quantities and notes
  - 7.02.03 Substructure repairs
  - 7.02.04 Superstructure repairs
  - 7.02.05 Deck replacement
  - 7.02.06 Barrier rail
  - 7.02.07 Fencing
  - 7.02.08 Rebar and quantities
- 7.03 Update cost estimate
- 7.04 Prepare special provisions

## **8.00 PROJECT MANAGEMENT / ADMINISTRATION / MEETINGS / COORDINATION**

- 8.01 Meetings with CITY – Various in person meetings and conference calls are planned
  - 8.01.01 In Person meetings are anticipated to be (Kick-off Meeting and Bridge/Road Concept Meeting after field work)
  - 8.01.02 Monthly progress meetings via phone/video – assumed eight.
- 8.02 Informal meetings with other stakeholders and agencies - A total of two (2) meetings are budgeted. It is assumed that these meetings will be in-person at or near the project site.
- 8.03 Meeting exhibits, agendas, minutes
- 8.04 Permitting
  - 8.04.01 Coordination with UPRR. This includes reviewing plans for railroad requirements, coordination, permits (right-of-entry, construction, etc.)
  - 8.04.02 Coordinate with city/state agencies for construction permits
- 8.05 Coordinate with Utilities for project construction and utility relocations (designed by utilities) Include a detailed utility coordination summary in the construction documentation and the UPRR correspondence that lists utilities to be relocated, with anticipated schedules and prime contact information.
- 8.06 Bidding Services
  - ~~8.06.01 Attend Pre-bid Meeting~~
  - 8.06.02 Respond to request for information and issuing addenda (if necessary)
  - 8.06.03 Assist CITY as needed in review of bids
- 8.07 Construction Administration Services
  - 8.07.01 Attend pre-Construction meeting
  - 8.07.02 Review contractor shop-drawing and material certification submittals
  - 8.07.03 Respond to contractor questions related to designs or plan information.
- 8.08 Invoicing, Filing, Schedule Reporting, Workload Scheduling - These activities include personnel management, invoicing, budgeting, progress reports, maintaining project schedule, maintaining contact lists, organizing files and records of TranSystems work product.

## **9.00 QUALITY CONTROL / QUALITY ASSURANCE**

9.01 Review of plans / specifications / cost estimate prior to each submittal

### **Deliverables**

1. Inspection report – memo style (.pdf)
2. Conceptual Roadway report – memo style and schematic layout (.pdf)
3. Preliminary Plans
  - 3.1 One electronic set of plans (.pdf) and one electronic set of plans for utilities with utilities in color (.pdf) to the CITY
  - 3.2 One electronic set of plans (.pdf) and one electronic set of plans for utilities with utilities in color to UPRR (.pdf)
4. Final Plans
  - 4.1 One electronic set of plans (.pdf)
  - 4.2 One set of full size plans and one set of half size plans to the Utilities and CITY. (.pdf)
  - 4.3 One electronic set of job specifications (.pdf)
  - 4.4 One set of Construction Documents and Permit Form to UPRR (.pdf)

### **ITEMS TO BE FURNISHED BY THE CITY**

1. As-built drawings (not previously provided) of the existing roadways, including cross-sections if they are available, as well as bridges, utilities, signing, and pavement markings.
2. Surfacing recommendations.

### **ASSUMPTIONS FOR THE PREPARATION OF THIS PROPOSAL**

1. The most recent MoDOT procedures, standard plans, and other general letters and information will be used for the design of this project.
2. All plans shall be completed using English units at a scale of 1' = 20' for plan and profile sheets and other scales, as appropriate, for specific details.
3. Designing relocated utilities is not provided as a part of this Scope of Services.
4. A Transportation Management Plan (TMP) is not required for this project
5. No special aesthetic details will be included other than concrete form liner.
6. No special drainage systems are anticipated.
7. There are no signal design elements associated with these services, including any signal warrant analyses and temporary signals.
8. There are no lighting design elements associated with these services.
9. There are no ITS elements (temporary or permanent devices) associated with these services.
10. All existing signs disturbed by construction in any manner will be replaced, with the exception of special guide signs that are in good condition and can be relocated.
11. All proposed signs will be ground mounted on standard posts. No special mounting methods, structural analyses or special foundation designs will be necessary for any sign
12. No construction inspection services are included.

### **PAYMENT PROVISIONS**

The CONSULTANT proposes to provide the services as outlined in this proposal on the basis of a schedule of rates as follows:

**INSPECTION, PRELIMINARY, AND FINAL DESIGN SERVICES**

The total cost, , shall not exceed One Hundred Thirty-Five Thousand Five Hundred Seventy-Two Dollars (\$135,572.00). This fee is based on the schedule of rates attached. Refer to Exhibit B for an estimate of the engineering time and expenses for completing the services outlined in this Scope of Work.

**SCHEDULE OF SERVICES**

The services outlined in the preceding paragraphs will be completed in accordance with the following schedule, provided that the time specified shall be exclusive of all delays occasioned by plan reviews or any action or inaction by the CITY or other agency incurred following a CONSULTANT plan submittal or request for Project related information.

**INSPECTION, PRELIMINARY, AND FINAL DESIGN SERVICES**

- A. Field Review and Summary Memo – July, 2021
- B. Preliminary Plans, Cost Estimate, and Specifications (30% Plans) – September, 2021
- C. Final Plans, Cost Estimate, and Specifications – January, 2022
- D. Advertise for Bid – February, 2022

**EXHIBIT B**  
**Crysler Avenue Deck Replacement**  
**City of Independence, MO**  
**TRANSYSTEMS CORPORATION WORKFORCE AND FEE ESTIMATE**  
**ESTIMATE OF HOURS**

| TASK #  |  | E5 | E4 | E3 | E2 | E1 | ES4 | ES3 | ES2 | ES1 | T4 | T3 | T2 | T1 | CS2 | A2 |
|---------|--|----|----|----|----|----|-----|-----|-----|-----|----|----|----|----|-----|----|
|         | <b>TASK 1: FIELD INSPECTION</b>                                  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 1.01    | Field Inspection   |    |    |    |    |    | 12  |     | 32  |     |    |    |    |    | 22  |    |
| 1.02    | Evaluate Options for Deck Replacement                            |    |    |    |    |    | 8   |     | 16  |     |    |    |    |    |     |    |
| 1.03    | Topographic Survey   |    |    |    | 2  |    |     |     |     |     |    |    |    |    |     |    |
| 1.04    | <del>Road-Diet Concept</del>                                     |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 1.05    | Field Inspection Report  |    |    |    |    |    | 6   |     | 24  |     |    |    |    |    |     |    |
|         |  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
|         | <b>TASK 2: PRELIMINARY ROADWAY DESIGN</b>                        |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 2.01-   | Preliminary Roadway Design                                       |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 2.01.01 | Add Survey Info to Plans   |    |    |    |    |    |     |     |     |     |    |    |    | 4  |     |    |
| 2.01.02 | Establish Existing and Proposed Horizontal Alignments            |    |    |    | 4  |    |     |     |     |     |    |    |    |    |     |    |
| 2.01.03 | Establish Existing and Proposed Vertical Profiles                |    |    |    | 4  |    |     |     |     |     |    |    |    |    |     |    |
| 2.01.04 | Evaluate Utility Locations & Methods to Minimize Utility Impacts |    |    |    | 2  |    |     |     |     |     |    |    |    |    |     |    |
| 2.02 -  | Preliminary Plans and Estimates                                  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 2.02.01 | Prepare Title/Index Sheets                                       |    |    |    |    |    |     |     |     |     | 4  |    |    |    |     |    |
| 2.02.02 | Prepare General Notes/Utility Owner Sheet                        |    |    |    |    |    |     |     |     |     | 2  |    |    | 2  |     |    |
| 2.02.03 | Prepare Plan - Profile Sheets                                    |    |    |    |    |    |     |     |     |     | 2  |    |    | 4  |     |    |
| 2.02.04 | Prepare Cost Estimate  |    |    |    | 2  |    |     |     |     |     |    |    |    |    |     |    |
| 2.03    | Assemble Preliminary Plans                                       |    |    |    |    |    |     |     |     |     | 2  |    |    |    |     |    |
| 2.04    | Preliminary Plan Revisions                                       |    |    |    |    |    |     |     |     |     | 2  |    |    |    |     |    |
| 2.05    | Submit Preliminary Plans   |    |    | 2  | 2  |    |     |     | 2   |     | 2  |    |    |    |     |    |
| 2.06    | Revise Preliminary Plans   |    | 1  |    | 2  |    | 1   |     |     |     | 2  |    |    |    |     | 2  |
|         |  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
|         | <b>TASK 3: FINAL ROADWAY DESIGN</b>                              |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 3.01 -  | Final Roadway Design   |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 3.01.01 | Finalize Alignments, Profiles, etc.                              |    | 2  |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 3.01.02 | Miscellaneous Sidewalk Details                                   |    |    |    | 2  |    |     |     |     |     |    |    |    |    |     |    |
| 3.02 -  | Final Roadway Plans and Estimate                                 |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 3.02.01 | Finalize Title & Index Sheets/Prepare Sign & Seal Sheet          |    |    |    |    |    |     |     |     |     | 2  |    |    | 2  |     |    |
| 3.02.02 | Finalize General Notes   |    |    |    | 1  |    |     |     |     |     | 2  |    |    |    |     |    |
| 3.02.03 | Finalize Plan/Profile Sheets                                     |    |    |    | 2  |    |     |     |     |     | 2  |    |    | 2  |     |    |
| 3.02.04 | Prepare Paving Details   |    |    |    | 2  |    |     |     |     |     | 2  |    |    |    |     |    |
| 3.02.05 | Prepare Summary of Quantities Sheets                             |    |    |    | 2  |    |     |     |     |     | 2  |    |    |    |     |    |
| 3.02.06 | Prepare Temp Erosion Control Sheets & Summary                    |    |    |    | 2  |    |     |     |     |     | 2  |    |    |    |     |    |
| 3.02.07 | Prepare Cost Estimate  |    |    |    | 1  |    |     |     |     |     |    |    |    |    |     |    |
| 3.03    | Assemble Plans to Utilities Submittals                           |    |    |    | 1  |    |     |     |     |     | 2  |    |    |    |     |    |
| 3.04    | Assemble Plans to CITY   |    |    |    |    |    |     |     |     |     | 2  |    |    |    |     |    |
| 3.05    | Submit Final Plans   |    |    | 2  | 2  |    |     |     | 2   |     | 2  |    |    |    |     |    |
| 3.06    | Revise and Submit for UPRR                                       |    | 1  |    | 2  |    | 1   |     |     |     | 2  |    |    |    |     | 2  |
|         |  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
|         | <b>TASK 4: PRELIMINARY TRAFFIC DESIGN</b>                        |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 4.01    | Signing installation and removal plans                           |    |    | 8  |    |    |     |     |     |     |    |    |    |    |     |    |
| 4.02    | Prepare Pavement Marking Plans                                   |    |    | 4  |    |    |     |     |     |     |    | 4  |    |    |     |    |
| 4.03    | Evaluate Construction Sequencing                                 |    |    | 4  |    |    |     |     |     |     |    |    |    |    |     |    |
| 4.04    | Evaluate Detour Route  |    |    | 4  |    |    |     |     |     |     |    |    |    |    |     |    |
| 4.05    | Prepare Construction Sequencing Plans                            |    |    | 4  |    |    |     |     |     |     |    | 8  |    |    |     |    |
| 4.06    | Prepare Detour Sheet   |    |    | 2  |    |    |     |     |     |     |    | 2  |    |    |     |    |
| 4.07    | Prepare Traffic Control Layout Sheets                            |    |    | 8  |    |    |     |     |     |     |    | 4  |    |    |     |    |
|         |  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
|         | <b>TASK 5: FINAL TRAFFIC DESIGN</b>                              |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 5.01    | Finalize Signing, Pavement Marking, etc. Plans                   |    |    | 6  |    |    |     |     |     |     |    | 2  |    |    |     |    |
| 5.02    | Prepare Signing Details  |    |    | 2  |    |    |     |     |     |     |    |    |    |    |     |    |
| 5.03    | Prepare Pavement Marking Quantities                              |    |    | 2  |    |    |     |     |     |     |    |    |    |    |     |    |
| 5.04    | Prepare Traffic Control Details and Quantities                   |    |    | 2  |    |    |     |     |     |     |    | 2  |    |    |     |    |
|         |  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
|         | <b>TASK 6: PRELIMINARY STRUCTURE DESIGN</b>                      |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 6.01    | Data Collection/Review (As-Built Plans/Record Drawings)          |    |    |    |    |    | 1   |     | 4   |     |    |    |    |    |     |    |
| 6.02 -  | Preliminary Plans  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |
| 6.02.01 | Prepare General plan for deck replacement option chosen          |    |    |    |    |    |     |     | 16  |     | 24 |    |    |    |     |    |
| 6.02.02 | Prepare preliminary details for other repair items               |    |    |    |    |    |     |     | 16  |     | 24 |    |    |    |     |    |
| 6.03    | Prepare Cost Estimate  |    |    |    |    |    | 2   |     | 4   |     |    |    |    |    |     |    |
|         |  |    |    |    |    |    |     |     |     |     |    |    |    |    |     |    |

**EXHIBIT B**  
**Crysler Avenue Deck Replacement**  
**City of Independence, MO**  
**TRANSYSTEMS CORPORATION WORKFORCE AND FEE ESTIMATE**  
**ESTIMATE OF HOURS**

| TASK #  |   | E5       | E4        | E3        | E2        | E1       | ES4       | ES3       | ES2        | ES1       | T4         | T3        | T2       | T1        | CS2       | A2       |
|---------|---|----------|-----------|-----------|-----------|----------|-----------|-----------|------------|-----------|------------|-----------|----------|-----------|-----------|----------|
|         | <b>TASK 7: FINAL STRUCTURE DESIGN</b>                               |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 7.01    | Final Structure Design  |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 7.01.01 | Final deck design replacement                                       |          |           |           |           |          |           | 8         | 20         | 8         |            |           |          |           |           |          |
| 7.01.02 | Design of superstructure repairs                                    |          |           |           |           |          |           |           | 8          | 8         |            |           |          |           |           |          |
| 7.01.03 | Design of substructure repairs                                      |          |           |           |           |          |           | 8         | 16         | 8         |            |           |          |           |           |          |
| 7.02    | Final Plans   |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 7.02.01 | General Plan  |          |           |           |           |          |           |           | 4          |           | 4          |           |          |           |           |          |
| 7.02.02 | Quantities and Notes  |          |           |           |           |          |           |           | 8          |           | 8          |           |          |           |           |          |
| 7.02.03 | Substructure Repairs  |          |           |           |           |          |           |           | 8          |           | 16         |           |          |           |           |          |
| 7.02.04 | Superstructure Repairs  |          |           |           |           |          |           |           | 6          |           | 12         |           |          |           |           |          |
| 7.02.05 | Deck Replacement  |          |           |           |           |          |           |           | 16         | 8         | 32         |           |          |           |           |          |
| 7.02.06 | Barrier Rail  |          |           |           |           |          |           |           | 6          |           | 12         |           |          |           |           |          |
| 7.02.07 | Fencing   |          |           |           |           |          |           |           | 4          |           | 8          |           |          |           |           |          |
| 7.02.08 | Rebar and Quantities  |          |           |           |           |          |           |           | 8          |           | 12         |           |          |           |           |          |
| 7.03    | Update Cost Estimate  |          |           |           |           |          | 1         |           | 2          |           |            |           |          |           |           |          |
| 7.04    | Prepare Special Provisions  |          |           |           |           |          | 2         |           |            |           |            |           |          |           |           |          |
|         | <b>TASK 8: MEETINGS AND COORDINATION</b>                            |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 8.01    | Meetings with CITY  |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 8.01.01 | In Person meetings  |          | 4         |           |           |          | 4         |           |            |           |            |           |          |           |           |          |
| 8.01.02 | Monthly progress meetings via phone/video                           |          | 4         |           |           |          | 8         |           |            |           |            |           |          |           |           |          |
| 8.02    | Informal meetings with other stakeholders and agencies              |          | 4         |           |           |          | 4         |           |            |           |            |           |          |           |           |          |
| 8.03    | Meeting exhibits, agendas, minutes                                  |          |           |           | 4         |          | 2         |           |            |           |            |           |          |           |           |          |
| 8.04    | Permitting  |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 8.04.01 | Coord. with UPRR for permits (right-of-entry, construction, etc.)   | 2        | 4         | 16        |           |          |           |           |            |           |            |           |          |           |           | 2        |
| 8.04.02 | Coordinate with city/state agencies for construction permits        |          |           |           | 4         |          |           |           |            |           |            |           |          |           |           |          |
| 8.05    | Coordinate with Utilities   |          |           |           | 4         |          |           |           |            |           |            |           |          |           |           |          |
| 8.06    | Bidding Services  |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 8.06.01 | Attend Pre-bid Meeting  |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 8.06.02 | Respond to RFIs and issuing addenda (if necessary)                  |          |           |           |           |          | 2         |           |            |           |            |           |          |           |           |          |
| 8.06.03 | Assist CITY as needed in review of bids                             |          | 2         |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 8.07    | Construction Services   |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 8.07.01 | Attend pre-Construction meeting                                     |          | 2         |           |           |          | 2         |           |            |           |            |           |          |           |           |          |
| 8.07.02 | Review contractor submittals  |          |           | 4         |           |          | 2         |           |            | 8         |            |           |          |           |           |          |
| 8.07.03 | Respond to contractor questions and prepare design change           |          |           |           |           |          | 2         |           |            | 8         |            |           |          |           |           |          |
| 8.08    | General management (Invoicing, filing, scheduling, and workload)    |          |           |           |           |          | 16        |           |            |           |            |           |          |           |           |          |
|         | <b>TASK 9: QC/QA</b>  |          |           |           |           |          |           |           |            |           |            |           |          |           |           |          |
| 9.01    | Review of plans / specifications / cost estimate prior to submittal |          | 6         |           |           |          | 12        |           |            |           |            |           |          |           |           |          |
|         | <b>Totals</b>   | <b>2</b> | <b>30</b> | <b>70</b> | <b>47</b> | <b>0</b> | <b>88</b> | <b>16</b> | <b>222</b> | <b>48</b> | <b>188</b> | <b>22</b> | <b>0</b> | <b>14</b> | <b>22</b> | <b>6</b> |