

**AGREEMENT BETWEEN  
CITY OF JOPLIN and  
TRANSYSTEMS CORPORATION  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Joplin (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

*This project consists of updating the Bicycle and Pedestrian Transportation Plan as more fully described in the Project Description section set forth on Exhibit A attached hereto and incorporated herein by this reference.*

Whereas CLIENT desires to engage TRANSYSTEMS to provide 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 otherwise 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 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 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** TRANSYSTEMS agrees to complete the Basic Services by October 31<sup>st</sup>, 2017. (the "Completion Date"). 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. Substantially complete is defined here as submittal of the DRAFT Vision and Implementation Plan (Report) for JATSO review. The Completion Date is also dependent upon the assumed Start Date with an executed contract by June 5, 2017.

**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.

**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: The maximum fee for the scope of services shall be \$89,540. CLIENT shall pay TRANSYSTEMS for all Basic Services at the hourly rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed, up to this maximum fee.

**Section 5.1.2 For Reimbursable Expenses in connection with Basic Services.** Reimbursable expenses are included in the \$89,520 maximum fee. 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 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. 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 5.5.1 Interest, Suspension of Services.** If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

**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, without cause, upon thirty (30) days written notice to the other 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 TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. 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 the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, 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) Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.  
Employer's Liability..... \$1,000,000.00

b) Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars (\$2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars (\$414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c) Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars (\$2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars (\$414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d) Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of \$1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e) Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance

f) Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

**Section 7.6.2 Client Insurance.** If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

## **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 intentional or reckless acts, errors or omissions.

**Section 7.7.4 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 7.7.5 Consequential Damages.** To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power. To the fullest extent permitted by law, CLIENT shall not, in any event, be liable to TRANSYSTEMS for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

**Section 7.7.6 Limitation of Liability.** To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

**Section 7.7.7 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 Betterment.** If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required

and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**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

Exhibit B – CLIENT 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 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 8.6 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 8.7 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 8.8 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:

Taylor Cunningham  
Joplin Area Transportation Organization  
602 South Main Street  
Joplin, Mo 64801

If to TRANSYSTEMS:

Shawn Turner  
TranSystems  
1329 E 32<sup>nd</sup> Street  
Joplin, Mo 64801

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

**Section 8.9 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 8.10 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 8.11 Choice of Law and Venue:** This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

**Section 8.12 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 \_\_\_\_\_ 2017.

City of Joplin

TranSystems Corporation

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

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

Printed Name: \_\_\_\_\_

Printed Name: Shawn Turner

Title: \_\_\_\_\_

Title: Vice President

## **EXHIBIT "A"**

### **Basic Services**

#### **1. Project Management**

- a. *Kick-Off Meeting:* One (1) project kick-off meeting will be held in Joplin, Missouri with JATSO staff at the start of the project. The intent of the project kick-off meeting is to acquire requested data (or determine a timeline for obtaining such data), begin initial discussions regarding bicycle and pedestrian issues, and discuss project administration and scheduling of major milestones. The outline of the Public Involvement Plan will include:
  - i. Target dates, times, and locations for public meetings
  - ii. Developing, submitting for review, and obtaining approval for the public opinion survey instrument as well as determination of the host website
  - iii. Developing strategies for conducting community leader interactions by targeting key personnel, preferred communication methods, and targeted schedule
- b. *Monthly Reporting:* TranSystems will provide monthly status reports with invoices.

#### **2. Data Collection**

- a. *Network Verification:* TranSystems will review existing documents relevant to JATSO's bicycle and pedestrian system for both existing and proposed facilities. The data review will focus upon key information listed below in order to assemble a comprehensive regional base map.
  - i. JATSO Existing off-road network maps and GIS data
  - ii. JATSO Existing on-road network maps and GIS data
  - iii. JATSO Metropolitan Transportation Plan
  - iv. City of Joplin bicycle and pedestrian related GIS data
  - v. City of Webb City bicycle and pedestrian related GIS maps
  - vi. City of Carl Junction bicycle and pedestrian related GIS maps

In addition, a windshield survey of the existing bicycle and pedestrian system, as defined by available mapping, will be conducted. The review will include the documentation of material, width, and visual assessment of overall physical condition for off-road (trails) and marked or signed on-road bicycle facilities.

- b. *Review Existing Plans and Projects:* The review of existing documents will be limited to the identification of currently programmed plans and projects including those specifically related to bicycle and pedestrian facilities as well as those with the opportunity to include enhanced bicycle and pedestrian amenities. The review will focus upon collector or arterial street expansions or extensions as well as Park Department plans for expanded or new recreational facilities that include bicycle/pedestrian accommodations.
- c. *Socioeconomic Forecasts:* A review of existing and forecasted socioeconomic forecasts for the region will be conducted utilizing the most recent U.S. Census Bureau data. The review will focus on information such as transportation by mode and concentrations of users most likely to rely on bicycle and pedestrian infrastructure (i.e. children, university students, older adults, persons with disabilities, and zero-vehicle households).

Product(s): Documentation of the various reviews of data will be prepared in text, map, table, and chart formats for inclusion in the overall Plan as well as for summary information to be presented at the 1st Area Meeting.

### 3. Assessment of Facilities

This task consists of a review of recent progress toward implementing bicycle and pedestrian facilities and the development of draft programs, policies, and projects for the Plan.

- a. *Implementation Timeline*: TranSystems will review and discuss past projects with JATSO to gain insight into implementation challenges and lessons learned. Through discussions, the group will also determine a reasonably realistic timeframe for implementation of short-term and long-term improvement initiatives.
- b. *Network Modifications*: With information gleaned from data collection and public engagement, TranSystems will develop a draft list of potential future projects, including as applicable, any known implementation schedule and project costs. At a minimum, the length of facility type and an associated cost (based upon an average cost per mile) will be developed.
- c. *Improvement Initiatives*: Based on guidance from JATSO, improvement initiatives will focus on three types of policies and programs:
  - i. *Safe Routes to Schools*: Review past activities, efforts, and any documentation regarding development of specific safe routes to school plans within the JATSO region to assess new or expanded efforts for potential implementation. If there are not any recent documented assessments, a cursory assessment of up to four public schools (elementary, middle, or high school) will be conducted for purposes of identifying the extent of probable improvements and associated costs. The assessments would focus upon the presence and continuity of sidewalks as well as treatments at street crossings within a 600 foot perimeter of the school property.
  - ii. *Complete Streets*: Review past activities, efforts, and planning documents within the JATSO region regarding Complete Streets concepts and philosophy in order to develop applicable community guidance for incorporation into the Plan.
  - iii. *ADA Upgrades*: Conduct a windshield review of traffic signals located on existing or proposed bicycle and pedestrian corridors to assess conditions. The brief review of the signals will be limited to documenting the presence of pedestrian accommodations (yes/no) and ADA elements (yes/no), without assessing compliance aspects.

Product(s): Documentation of potential projects and programs will be prepared in text, map, table, and chart formats for inclusion in the overall Plan as well as initial development of the probable costs and schedule of implementation based upon historic funding levels. Summary information would presented at the 2nd Area Meeting.

### 4. Public Engagement

This task provides a multi-pronged approach to public engagement that includes a (1) public meeting forum, (2) direct meetings with community leaders, and (3) a regional public survey.

- a) *Area Meetings*: Two (2) public open house area meetings will be hosted in the JATSO region to gather input on key issues, projects, and priorities related to bicycle and pedestrian facilities. As identified in the target schedule, the 1st meeting would be held in mid-July and the 2nd meeting in early October. It is anticipated that the meeting location (to be determined) will be provided for use free of charge. Public notification material for the meetings will prepared by TranSystems and provided to JATSO for dissemination and

publication through applicable venues. It is anticipated that up to six (6) display boards would be prepared for each meeting summarizing the process, status, and findings at that stage of the study. Opportunities for community input through comment cards would be provided as well as potential prioritization exercises. Sign-in sheets will be prepared, though no handout material is anticipated, beyond directing attendees to a website. JATSO would be responsible for posting the public meeting material on a host website.

- b) *Stakeholder Committee Meetings:* Two (2) stakeholder committee meetings will be held with the JATSO Bicycle and Pedestrian Committee to review the status of the study and gain input to guide the development of the overall Plan. These meetings are anticipated as part of the regularly scheduled JATSO meetings on the third Thursday of each quarter (July and October).
- c) *Community Sessions:* Working with the JATSO Bicycle and Pedestrian Committee to develop effective communication strategies for the surrounding communities, informal community discussion sessions are proposed to be held with interested communities in the JATSO region. The intent is to offer each JATSO community an opportunity to provide input. Our experience indicates that communities with dedicated staff are more likely to be actively involved. It is anticipated that up to two rounds of these sessions would be hosted through already established meeting venues such as the Harry S Truman Coordinating Council, though the sessions may be supplemented by individual telephone conversations with elected officials or community staff, or one-on-one meetings with key stakeholders if necessary. The budget for this effort is estimated at twenty (20) hours and is intended to be flexible in response to extent of community input.
- d) *Public Opinion Survey:* A public opinion survey will be administered through Survey Monkey. The set of specific survey questions are to be reviewed with JATSO prior to survey launch. TranSystems will assist JATSO in promotion of the survey through community forums, social media, established bicycle and pedestrian support groups, and other means as available (i.e. variable message boards). The survey will also be delivered to JATSO in PDF format to enable JATSO to distribute a hard-copy survey as needed. TranSystems will strive to obtain input from a cross-section of the population to assess opinions on basic issues such as the use of bicycle and pedestrian facilities, the quality of the current system, interest in future connections, and interest in funding improvements in the JATSO region. The survey will be hosted on the JATSO website with links to the host site provided by other participating communities in the JATSO region. A minimum 30-day period is desired to allow for input. A cut-off date for tabulated input is targeted for August 31st.

Product(s): Documentation of the input will be summarized in the form of meeting minutes or telephone conversations for the community or stakeholder community meetings. Input from the public open house area meetings will be tabulated and statistically documented. Common themes or issues will be identified for further review or evaluation. Tabulation and statistical documentation of the public survey will also be prepared from the responses to questions. Consequently, questions are not intended to be open ended but will focus upon the degree of agreement or disagreement with specific statements. The responses will be used to assist in providing focus, direction, and prioritization on the type of facilities and key regional connections. Based upon the actual number of responses through Survey Monkey, analysis by geographical location or socioeconomic characteristics may be useful in determining if responses vary by different groups of users.

## **5. Update Regional Bicycle and Pedestrian Transportation Plan**

TranSystems will prepare a draft report for the Bicycle and Pedestrian Transportation Plan. The draft report will be submitted in electronic (PDF) format for review and comment by JATSO. If JATSO desires a comprehensive review of the document by several entities, JATSO staff will compile comments into a single document, resolve any conflicting comments, and provide comments to TranSystems to be addressed. Following review and one (1) round of comments on the draft report, a pre-final report will be prepared and submitted for JATSO to confirm

that comments have been satisfactorily addressed. Three (3) hard copies of the report will be provided as well as in electronic (PDF) format.

The report will include two phases:

- a. *Phase I Vision:* Various components of the vision will be identified and discussed at the first Area Meeting and further refined based upon input. Further work outlined in Tasks 1-4 will formulate the vision statement. It is anticipated that the draft components of the vision will be presented at the second Area Meeting. Input from that meeting will determine if any further adjustment or refinements are needed.
- b. *Phase II Implementation Plan:* The culmination of Tasks 1-4 will also inform the policies, programs, and projects included in the implementation plan. The implementation plan will also outline a potential timeline of priorities as well as probable costs and potential funding sources.

Product(s): Documentation of Tasks 1-4 will be compiled into the Vision and Implementation Plan. The documents will be developed as reader-friendly material with an emphasis upon summary-level information supplemented by supporting graphics, charts, or tables. Technical data or statistical analysis material will be assembled in an Appendix format.

## **EXHIBIT "B"**

### **CLIENT Services**

The following is an initial list of potentially applicable information for use in preparing comprehensive exhibits showing the location and type of facilities, historic records of bicycle and pedestrian projects and their costs, historic and projected socioeconomic data for the region as well as city, county, or regional reports and studies that will influence the assessment of past, on-going, and future activities. TRANSYSTEMS will conduct literature research for such information, yet is requesting assistance from JATSO in reaching out to its members and participants to verify the applicability of currently available information or supply pertinent material in a timely manner for review and inclusion in developing the Vision and Implementation Plan.

#### **Data Collection**

JATSO will provide GIS data for the region's entire transportation network with a focus upon the off-road and on-road networks for bicycle and pedestrian facilities. Any additional information on the transportation network such as presence of sidewalk, number of travel lanes, posted speed limits, traffic control devices, parking restrictions, functional classification, and traffic volumes is also requested. Land use elements including boundary limits for public institutions such as parks, schools, libraries, and other public institutions are also requested. Historic and forecasted U.S. Census Bureau data for the JATSO region is requested.

#### **Assessment of Facilities**

JATSO will review and confirm a list of committed transportation projects based upon available Capital Improvement Plan (CIP) as well as any published documents for potential future transportation projects. The list is assumed to identify a location, length (as applicable), and cost of the project. If no CIPs or other planning documents are readily available from communities within the region, JATSO will request guidance and input on potential transportation projects or improvements from those communities.

JATSO will assist in requesting and/or collecting from communities in the region:

- Any previous, on-going, or proposed Safe Routes to School assessments
- Any previous, on-going, or proposed Complete Streets initiatives, and
- Any previous, on-going, or proposed traffic signal or intersection ADA upgrades.

#### **Public Engagement**

JATSO will assist in securing adequate meeting space for conducting the two public open house area meetings. It is assumed that the meeting space will be provided free of charge. JATSO will be responsible for dissemination and publication through applicable venues of notifications for public meetings. JATSO would be responsible for posting the public meeting material on a host website.

JATSO will assist in promoting a public opinion survey through community forums, social media, established bicycle and pedestrian support groups, and other means as available (i.e. variable message boards). The survey will also be delivered to JATSO in PDF format to enable JATSO to distribute a hard-copy survey as needed. The survey will be hosted on the JATSO website with links to the host site provided by other participating communities in the JATSO region.

#### **Update Regional Bike Pedestrian Plan**

If JATSO desires a comprehensive review of the document by several entities, JATSO staff will compile comments into a single document, resolve any conflicting comments, and provide comments to TranSystems to be addressed.

**Schedule 1: TranSystems Corporation**  
**Schedule of Hourly Rates: Bicycle Pedestrian Transportation Plan**

<b>Classification</b>	<b>Rate</b>	<b>Classification</b>	<b>Rate</b>
Principal/Civil Engineer V	\$300	Industry Specialist V	\$349
Civil Engineer IV	\$210	Industry Specialist IV	\$285
Civil Engineer III	\$180	Industry Specialist III	\$188
Civil Engineer II	\$124	Inspector V	\$225
Civil Engineer I	\$90	Inspector IV	\$128
Architect IV	\$229	Inspector III	\$92
Architect III	\$202	Inspector II	\$74
Architect II	\$94	Marketing Administrator III	\$140
Planner III	\$138	Marketing Administrator II	\$101
Planner II	\$90	Administrator III	\$151
Planner I	\$88	Administrator II	\$90
Scientist III	\$114	Administrator I	\$67
Scientist II	\$99	Surveyor V	\$160
Technician V	\$178	Surveyor IV	\$110
Technician IV	\$125	Surveyor III	\$96
Technician III	\$103	Surveyor II	\$76
Technician II	\$82	Surveyor I	\$56
Technician I	\$68	Electrical Engineer IV	\$205
Principal/ Structural Engineer V	\$288	Electrical Engineer I	\$129
Structural Engineer IV	\$220	Construction Services I	\$74
Structural Engineer III	\$181	Construction Services II	\$81
Structural Engineer II	\$133	Construction Services III	\$115
Structural Engineer I	\$101	Construction Services IV	\$127

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, 2017. 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.

