



**OFFICE OF THE CITY ADMINISTRATOR**  
 Johnston, Iowa  
 AGENDA COMMUNICATION  
 November 7, 2016

<p><b>SUBJECT:</b>                  Consider an amendment to the professional services agreement with Snyder and Associates to provide a third party review of alternatives and issues related to the Southwest Area Road and Traffic Working Group.</p>	<p><b>ACTION REQUIRED:</b>  <input type="checkbox"/> Ordinance  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Approval <i>DM</i>  <input type="checkbox"/> Receive/File  <input type="checkbox"/> Attorney Review</p>
<p><b>SYNOPSIS:</b></p> <p><b>FISCAL IMPACT:</b></p> <p><b>RECOMMENDATION:</b></p>	<p>The Johnston City Council approved Resolution No. 16-133 on June 20, 2016 to form a Working Group to identify and discuss issues related to the construction of a road in the southwest part of Johnston. On September 7, 2016, the City Council entered into an agreement with Snyder and Associates to provide a third party review of alternatives and issues related to the work of the Working Group. This agreement had two phases with only Part 1 being authorized previously. The Working Group has met twice on October 4<sup>th</sup> and 18<sup>th</sup>. At the meeting on October 18<sup>th</sup>, the focus was to develop a list of issues/alternatives that required additional study. Based upon this meeting, Snyder and Associates has prepared the attached amended Scope of Services for Part 2 which would allow for the collection of data, analysis and development of a report which would be presented back to the Working Group upon completion.</p> <p>Hourly rate not to exceed \$43,000. A budget amendment will be required as funds for this study were not budgeted.</p> <p>Approve amended Scope of Services and authorize proceeding with Part 2 of the professional services agreement with Snyder and Associates to provide a third party review of alternatives and issues related to the Southwest Area Road and Traffic Working Group.</p>

## SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES

**To: Snyder & Associates, Inc.**  
2727 SW Snyder Boulevard  
Ankeny, Iowa 50023  
Phone: 515.964.2020  
Fax: 515.964.7938

**Attn: Mark Perington**

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

<b>Client: City of Johnston</b>	
<b>Project Name: Foxboro Rd / Birchwood Ct Extension Review</b>	
<b>S&amp;A Project Number: 116.0848.01</b>	<b>Date: 11/7/2016</b>

### DESCRIPTION OF ADDITIONAL SERVICES:

Additional traffic data collection, analysis, and concept layout services per working group questions and proposals. See attached Exhibit SA-1.

- Lump Sum in the amount of: \$
- Hourly in accordance with the original agreement fee schedule, or attached, with not to exceed budget of: \$ 43,000
- Document attached: Exhibit SA-1 Scope of Services

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional service, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement dated 9/6/2016.

By: \_\_\_\_\_  
(Client Authorized Signature, Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(S&A Authorized Signature, Title)

\_\_\_\_\_  
(Date)

## EXHIBIT SA-1 SCOPE OF SERVICES

CLIENT: CITY OF JOHNSTON  
6221 MERLE HAY RD  
JOHNSTON, IA 50131

PROFESSIONAL: SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

PROJECT: FOXBORO RD/BIRCHWOOD CT EXTENSION REVIEW  
S&A Project # 116.0848.01

DATE: 11/3/2016

### GENERAL:

Per SW Area Road and Traffic Working Group meetings on October 4, and 18, 2016 the group outlined specific questions, issues, and proposed solutions for traffic concerns in the area, and in relation to a proposed connecting roadway between Birchwood Court east of 86<sup>th</sup> Street to NW 54<sup>th</sup>. The following supplemental scope of services is in addition to the original scope outlined on 8/23/2016.

### SCOPE OF SERVICES Part 2 Issues & Alternatives Analysis:

#### Data Collection/Field Observation

1. Crash History - Gather five year history of crash records per Iowa DOT SAVER database and per recent (past 6 months) records from Johnston Police Dept or Polk County Sherriff's office for NW 54<sup>th</sup>, NW 72<sup>nd</sup>, and Foxboro Rd in the study area east of 86<sup>th</sup>, north of I-35/80, and south of 62<sup>nd</sup> Ave.
2. Traffic Counts – Gather typical weekday traffic volume data at two locations on Foxboro Rd, and one location on NW 54<sup>th</sup> in vicinity of Foxboro Rd, Timber Ridge Driveway through road tube counts. Collect peak hour turning movement counts at the two Timber Ridge school entrances and at up to three locations further defined by coordination with staff and Working Group.
3. Speed Data – Gather typical weekday speed data at two locations on Foxboro Rd, and one location on NW 54<sup>th</sup> in vicinity of Foxboro Rd, Timber Ridge Driveway.
4. Origin/Destination Study – perform peak hour (AM, school departure PM, PM) license plate survey at north and south ends of Foxboro Rd for purposes of estimating through traffic on street.
5. Employee Trip Survey – assist City with development and coordination of Birchwood Crossing office tenants to seek employee zip code information and to complete basic survey re: current trip routes to/from work place.
6. School Traffic – review arrival and departure traffic flow at Timber Ridge Elementary to document current traffic demand between pedestrians, bicyclists, parent drop off/pickup and bussing activity.

### Prior Study Review / Summary

7. Prior Studies – Provide review and additional analysis per working group issues identification on prior traffic impact studies for Birchwood Crossing, the new High School on 100<sup>th</sup>, and other miscellaneous related studies, data collection reviews.
8. Traffic Performance Measures – Per working group issues identification, outline general performance measures, criteria, and other key outcomes that are used for comparative analysis of traffic performance or criteria in operations decision making.

### Analysis

9. Data Analysis – Summarize and outline key findings of the various data collection crash review, traffic counts, speed studies, O/D patterns and employee trip pattern surveys in relation to working group issues.
10. Roadway functional Items - Per working group issues identification, outline key roadway features of design, capacity, intersection alignment, traffic control and how they impact traffic patterns, speed, traffic capacity, crash potential.

### Concept Layouts/Proposed Solutions

11. Layouts – Create concept layouts of various roadway alignment/access options on aerial with property boundaries displayed. Utilize prior sketch concepts per developers or prior studies to generate layouts. Layouts to be considered include:
  - a. Prior proposed roadway with alignment at NW 54<sup>th</sup> to Foxboro intersection
  - b. Prior proposed roadway with alignment at NW 54<sup>th</sup> west of Foxboro intersection (west of Robbins Property)
  - c. Proposed roadway concept extending east from Birchwood Ct between school and Ice Arena
  - d. Proposed roadway concept extending east from Birchwood Ct between I-35/80 and Ice Arena
  - e. Cul-de-sac loop south from NW 54<sup>th</sup> between Foxboro intersection and current Timber Ridge Driveway
12. Alternative Comparison – prepare matrix of basic performance measures and issues for plus/minus comparison of proposed solutions and to incorporate items from data collection, prior study review, and analysis for review with working group.
13. Summary Tech Memos/Report – Summarize work in tech memos and overall report for documentation of working group efforts.

### RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Continued meeting coordination/facilitation or working group
2. Background study, communication, history documentation
3. Survey request to Birchwood Crossing employers
4. Land use plan items related to preliminary plats, concepts, type of land use
5. Prior roadway concepts for potential new corridors



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

## STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS 7<sup>th</sup> day of September, 2016, Snyder & Associates, Inc.,  
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and  
City of Johnston, 6221 Merle Hay Rd. Johnston, IA 50131  
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Foxboro Rd/Birchwood Ct Extension Review
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

**ADDITIONAL TERMS AND CONDITIONS**

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
- 17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

**Exhibit A Scope of Services**  
**Exhibit**  
 City of Johnston \_\_\_\_\_ (Client)  
 By: \_\_\_\_\_  
 (Authorized agent)  
 \_\_\_\_\_  
 (Printed or typed signature)

**Exhibit**  
**Exhibit**  
 SNYDER & ASSOCIATES, INC. (Professional)  
 By: Mark A Land  
 (Authorized agent)  
MARK A. Land  
 (Printed or typed signature)

Route executed copy to: Mark Perington

## EXHIBIT A - SCOPE OF SERVICES

CLIENT: CITY OF JOHNSTON  
6221 MERLE HAY RD  
JOHNSTON, IA 50131

PROFESSIONAL: SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

PROJECT: FOXBORO RD/BIRCHWOOD CT EXTENSION REVIEW

DATE: 8/23/2016

### GENERAL:

Provide assistance to City staff as a third party review of alternatives and issues associated with a potential roadway connection between Birchwood Ct and NW 54<sup>th</sup> Avenue or NW 72<sup>nd</sup> Street. Alignment connection may or may not extend from an alignment with the current intersection of Foxboro Rd at NW 54<sup>th</sup> Avenue.

### SCOPE OF SERVICES:

#### Part 1 – Initial Issue Identification/Working Group

1. Attend coordination meeting with City staff and meeting facilitator to understand background studies, issues, land use plans, development proposals, etc. to plan for Working Group meeting(s) with assembled group of City staff and neighborhood leaders.
2. Review background information as needed to prepare for and attend initial Working Group meeting to be conducted by meeting facilitator, City staff, and elected officials.
3. Per issues identified at initial Working Group meeting develop basic answers/comments to simple questions/issues raised by Working Group for use by City staff. Utilize background information, studies, land use plans as reference.
4. For more complex items provide list of possible data collection efforts, work review tasks, or alternatives analysis to address Working Group identified issues and concerns. Prepare estimate of labor effort/budget to complete work for feedback and reporting for Working Group at follow up meeting(s). Meet with City staff to review both items for planning additional work efforts.

#### Part 2- Issues & Alternatives Analysis (to be further defined)

5. Complete Analysis tasks as directed by City Staff and per Part 1 identification.
6. May incorporate the following:
  - a. detailed review of historic planning and studies,
  - b. field data collection,
  - c. alternatives analysis,
  - d. concept layouts on aerial mapping,
  - e. budget level cost opinions,
  - f. technical memorandum(s),
  - g. and further meeting participation with City staff, Working Group, and/or City Council

**PROJECT FEE AND SCHEDULE:**

PROFESSIONAL will complete the above services for an hourly rate plus direct expenses as indicated below. Hourly rate services will be based on the attached standard fee schedule.

- Part 1                                      hourly + expenses (assumed budget approximately \$3,000 - 5,000)
- Part 2                                      To be further defined and determined if necessary through Supplemental and notice to proceed by City staff

The PROFESSIONAL will begin work upon notice to proceed and complete the work upon a mutually agreed upon schedule. It is assumed that the CLIENT will direct the work in Part 1 in September and October 2016. Part 2 schedule to be determined.

**ADDITIONAL SERVICES:**

If CLIENT should request additional services related to the above-listed services or if the extent of modifications vary significantly from those listed above, the PROFESSIONAL will complete additional services on an hourly rate plus direct expenses basis upon a notice to proceed by CLIENT.

**RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:**

1. Meeting coordination/facilitation
2. Background study, communication, history documentation

**SNYDER & ASSOCIATES, INC.  
2016-17  
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>Professional</b>	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal	\$190.00 /hour
Principal	\$179.00 /hour
Senior	\$161.00 /hour
VIII	\$148.00 /hour
VII	\$141.00 /hour
VI	\$136.00 /hour
V	\$127.00 /hour
IV	\$115.00 /hour
III	\$107.00 /hour
II	\$97.00 /hour
I	\$83.00 /hour
<b>Technical</b>	
<i>Technicians—CADD, Survey, Construction Observation</i>	
Lead	\$113.00 /hour
Senior	\$109.00 /hour
VIII	\$102.00 /hour
VII	\$94.00 /hour
VI	\$83.00 /hour
V	\$75.00 /hour
IV	\$69.00 /hour
III	\$58.00 /hour
II	\$50.00 /hour
I	\$44.00 /hour
<b>Administrative</b>	
II	\$58.00 /hour
I	\$47.00 /hour
<b>Reimbursables</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced