

---

**NOW ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2020, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, 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: IA 141 CORRIDOR STUDY
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 B STANDARD FEE SCHEDULE**

**Exhibit C PROJECT LOCATION MAP**

**Exhibit**

CITY OF JOHNSTON (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: \_\_\_\_\_  
(Authorized agent)

By:  \_\_\_\_\_  
(Authorized agent)

\_\_\_\_\_  
(Printed or typed signature)

Mark Land, Vice-President  
(Printed or typed signature)

Route executed copy to: MAP

## EXHIBIT A - SCOPE OF SERVICES

CLIENT: CITY OF JOHNSTON (Lead Agency)  
6221 MERLE HAY RD  
JOHNSTON, IA 50131

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

PROJECT: IA 141 CORRIDOR STUDY  
NW 70<sup>TH</sup> AVE/1<sup>ST</sup> ST/IA 44 INTERCHANGE TO IA 415 INTERCHANGE

DATE: MARCH 31, 2020

### GENERAL:

The IA 141 Corridor Study will consist of the development of a master plan for the IA 141 corridor from north of the NW 70<sup>th</sup> Ave / 1<sup>st</sup> St / IA 44 interchange to the IA 415 interchange as shown in Exhibit C. The PROJECT will result in a plan for the ultimate buildout of the corridor including right of way needs, typical sections, and major intersection functional geometric and traffic control needs. The plan can be used in a future access management agreement if so desired by the CLIENT, City of Grimes, Polk County, and Iowa DOT.

The PROJECT will incorporate and build on work previously and currently being completed as a part of the Johnston Thrive 2040 Comprehensive Plan Update, the 2018 City of Grimes Comprehensive Plan, the Polk County / Iowa DOT IA 141/415 Corridor Study (121<sup>st</sup> Street intersection potential improvements), and other previous studies as identified by the CLIENT and partnering agencies. The PROJECT will include collaboration with Iowa DOT District 1, Polk County, and City of Grimes staff throughout.

### SCOPE OF SERVICES:

#### 1. PROJECT ADMINISTRATION

The PROFESSIONAL shall perform the following administrative services during the development of the PROJECT:

- a. Monthly Billing / Progress reports.
- b. Meetings
  - i. Project Management Team (PMT) meetings (4). These meetings are between the PROFESSIONAL, CLIENT, and partnering agencies (Iowa DOT, Polk County, and City of Grimes staff) and are used to discuss progress of the study, review alternatives, and approve recommended study elements.
  - ii. Coordination meetings (4) with property owners or developers of property (as identified by the CLIENT/PMT) adjacent to the corridor to gather input on key concerns and issues.
  - iii. Public Input Meeting (2) – Open house format public input meetings to provide an introduction to study and then a second meeting to display key analysis findings,

potential improvements and alternative recommendations for short term and long term transportation improvement options in the corridor. Utilize the Iowa DOT processes for meeting advertising and information sharing.

- iv. City Council or County Board of Supervisors Meetings (3) – assist in presenting summary presentation of plan findings and recommendations to policy maker groups. Up to three meetings total (assuming 1 each - City of Johnston, City of Grimes, and Polk County).

## 2. DATA COLLECTION

The PROFESSIONAL shall complete the following data collection services:

- a. Gather background data related to the corridor including historic Iowa DOT traffic count data, current and future land use data from the City comprehensive plans, proposed development or improvement plans, and other related data from CLIENT/PMT.
- b. Obtain current digital aerial mapping for corridor area with associated parcel / right of way information.
- c. Available record drawings for the corridor from CLIENT or Iowa DOT and associated predetermined access location or property access agreements.
- d. Perform 24-hour turning movement traffic counts and peak hour observations at the following intersections: Beaverbrooke Blvd, NE 18<sup>th</sup> Street, NW Timberridge Lane, and NW Towner Drive.
- e. Collect crash history along the corridor for recent 5-year period per Iowa DOT ICAT system.
- f. Collect public and private utility digital mapping (no survey anticipated) information for study intersection locations.
- g. Complete a field review to document existing geometric and traffic control infrastructure (i.e. lanes, speed limits, markings, signing, driveways, etc.)
- h. Identify any specific locations of sight distance concern from entering side streets or driveways (using available LiDAR information).
- i. Prepare a technical memorandum summarizing existing conditions.

## 3. LAND USE & TRAFFIC FORECASTING

The PROFESSIONAL shall complete the following transportation planning services:

- a. Request and review current Des Moines Area MPO and Iowa DOT Office of Systems Planning travel demand model forecasts for the corridor and surrounding street network.
- b. Review current development proposals and current future land use maps for the City of Johnston and the City of Grimes.

- c. Estimate trip generation using ITE Trip Generation data for the traffic demand increases based on future development proposals and future land use map for comparison with the travel demand model forecasts.
- d. Combine existing and projected future traffic to develop design year estimated daily / peak hour turning movements for corridor and study intersections.

#### 4. TRAFFIC ANALYSIS

The PROFESSIONAL shall complete the following traffic engineering services:

- a. Develop corridor traffic model in Synchro Professional or Transmodeler for existing and design year traffic demand conditions utilizing Highway Capacity Manual techniques and criteria.
- b. Perform capacity analysis of existing and design year peak hour traffic to evaluate basic roadway and intersection lane configuration needs. Detailed intersection analysis will be performed for the Beaverbrooke Blvd, NE 18<sup>th</sup> Street, NW Timberridge Lane, and NW Towner Drive intersections. Analysis will also be performed for any new or modified access locations identified through the PROJECT.
- c. Utilize crash history, patterns, and severity to determine crash patterns that can be mitigated. Will also review potential corrective measures for functional geometry, auxiliary lane needs, access control, intersection treatment, and traffic control that will support corrective crash potential action.
- d. Evaluate intersection traffic control types (STOP, signalized, R-CUT/J-TURN, partial access, etc.) for study intersections, access points, and median breaks along the corridor.
- e. Prepare technical memorandum summarizing analysis.

#### 5. ENVIRONMENTAL REVIEW

- a. Develop “desktop” level environmental issues and constraints review to evaluate database review of existing regulatory records, published studies/analyses, topographic maps, and research of historical records and imagery.
- b. Gather information from public sources to evaluate and identify environmental resources within the study corridor that could be impacted long term pending further roadway infrastructure improvements within the study corridor.
- c. Summarize data collection analysis in technical memorandum with supporting graphics and exhibits.

#### 6. CORRIDOR PLAN

- a. Functional geometry will be depicted on a concept plan view with aerial base mapping and supported by record drawing profile and cross sections as needed. Recommended improvement exhibits are intended to be conceptual only as a reference in preparing order of magnitude cost opinions and recognizing any right-of-way or natural environment impacts.

Drainage structures will not be analyzed; however culvert extensions or basic bridge widening will be included in cost opinions.

- b. Right of way needs will be identified and approximated based on critical sections and available existing right of way information.
- c. Identify corridor access modification needs if applicable based on safety and operations analysis (in addition to the study intersections). Intersection relocation and connecting public street network will be identified as well.
- d. Preliminary Order of Magnitude Cost Opinion - PROFESSIONAL will develop planning level order of magnitude cost opinions based on unit costs for major items such as pavement, earthwork, sewers, traffic control, with other items estimated as a percentage of construction.
- e. Study Report – a draft report with narrative, supporting figures, and cost opinions with all of the technical memorandums as supporting documentation will be provided to the CLIENT/PMT for review. Following review and comments on the draft report, revisions will be prepared as needed. A final study report will be developed following approval by the CLIENT/PMT.

**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.

Project Administration	\$26,000	
Data Collection	\$15,500	
Land Use Forecasting / Traffic Analysis	\$17,500	
Environmental Review	\$ 3,000	
Corridor Plan	\$26,000	
<hr/>		
TOTAL	\$88,000	(Hourly Rate + Expenses)

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/PMT would like to complete the PROJECT by December 2020.

**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.

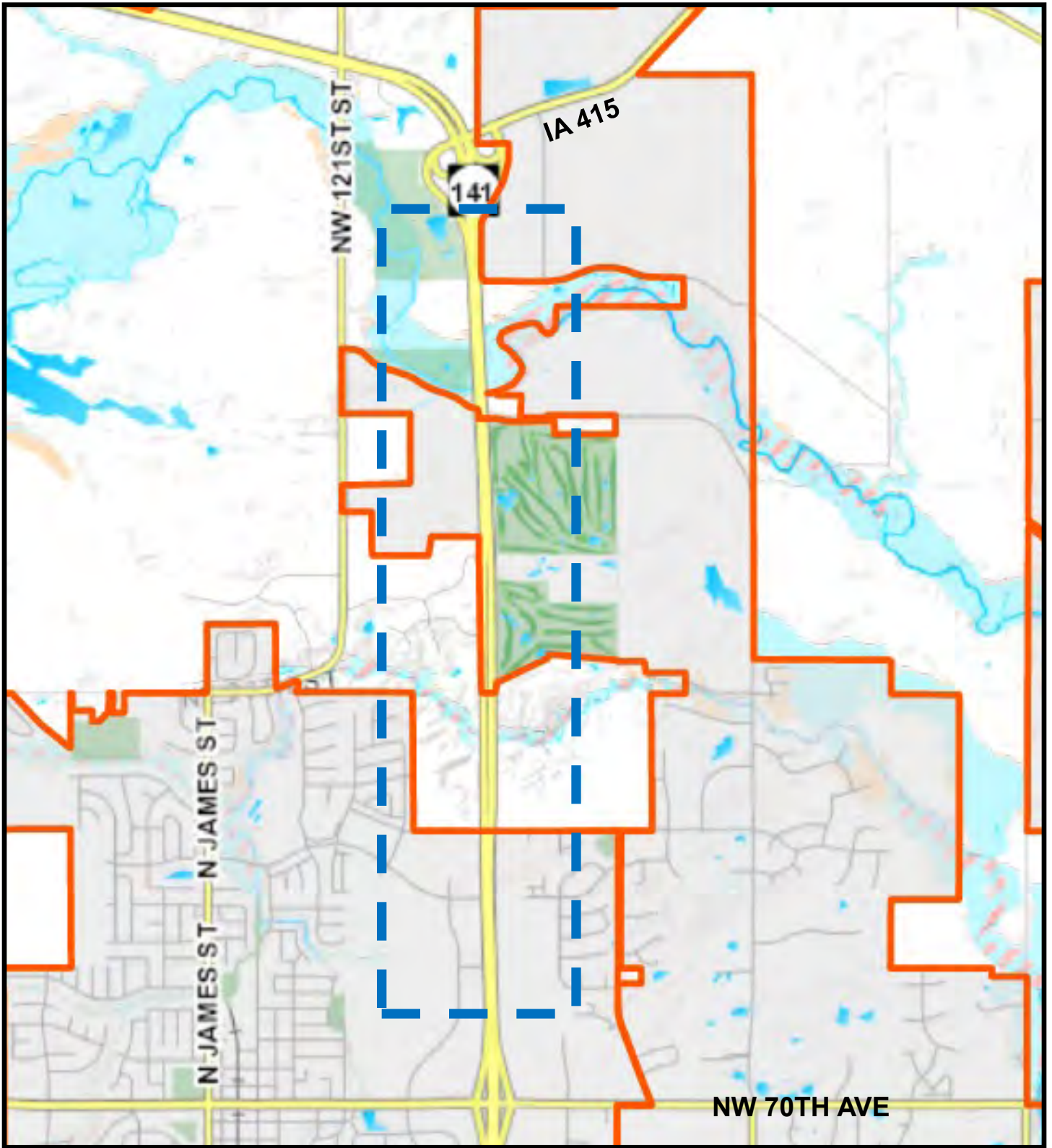
**RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:**

- 1. Background studies, plans, land use concept plans
- 2. Relevant GIS or digital aerial mapping
- 3. Coordination and notification for public input meeting(s)
- 4. Coordination of land developers, property owners, or other key stakeholders
- 5. Assistance with any data or document requests from outside agencies

EXHIBIT B

**SNYDER & ASSOCIATES, INC.  
2020-21  
STANDARD FEE SCHEDULE**

<b>Billing Classification/Level</b>	<b>Billing Rate</b>	
<b>Professional</b>		
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal II	\$214.00	/hour
Principal I	\$203.00	/hour
Senior	\$182.00	/hour
VIII	\$169.00	/hour
VII	\$160.00	/hour
VI	\$152.00	/hour
V	\$142.00	/hour
IV	\$132.00	/hour
III	\$120.00	/hour
II	\$109.00	/hour
I	\$96.00	/hour
<b>Technical</b>		
<i>CADD, Survey, Construction Observation</i>		
Lead	\$129.00	/hour
Senior	\$123.00	/hour
VIII	\$115.00	/hour
VII	\$106.00	/hour
VI	\$95.00	/hour
V	\$85.00	/hour
IV	\$78.00	/hour
III	\$66.00	/hour
II	\$58.00	/hour
I	\$50.00	/hour
<b>Administrative</b>		
II	\$66.00	/hour
I	\$54.00	/hour
<b>Reimbursables</b>		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	



Corridor Study Limits — —

Exhibit C  
Project Location Map