City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Gerald L. Clausen, City Manager

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: May 1, 2009

SUBJECT: U.S. 30 & Griffith Road Traffic Signalization
- Engineering Services Agreement

An Engineering Services Agreement for services necessary to prepare funding applications for the U.S. 30 & Griffith Road Traffic Signalization has been requested and received from Snyder & Associates, Inc. A copy of the Agreement is attached.

The Agreement Scope of Services includes preparation of a Concept Design, Construction Cost Opinion and Traffic Safety Improvement Program (TSIP) Application. The fee included in the Agreement is $7,500.00. The work is scheduled to be completed by June 15, 2009.

RECOMMENDATION: Mayor and City Council consideration of the Resolution accepting the Engineering Services Agreement with Snyder & Associates, Inc. for the U.S. 30 & Griffith Road Traffic Signalization funding application preparation.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE ENGINEERING SERVICES AGREEMENT WITH SNYDER & ASSOCIATES, INC. FOR THE U.S. 30 & GRIFFITH ROAD TRAFFIC SIGNALIZATION FUNDING APPLICATION.

WHEREAS, the City of Carroll is desirous of developing the U.S. 30 & Griffith Road Traffic Signalization project; and,

WHEREAS, an Engineering Services Agreement for the development of funding application for the U.S. 30 & Griffith Road Traffic Signalization project has been prepared with Snyder & Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Engineering Services Agreement with Snyder & Associates, Inc. for the U.S. 30 & Griffith Road Traffic Signalization funding application is accepted.

Passed and approved by the Carroll City Council this 4th day of May, 2009.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
James Pedelty, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

ENGINEERING SERVICES AGREEMENT

This agreement made between City of Carroll, Iowa

the CLIENT and SNYDER & ASSOCIATES, INC., Consulting Engineers, The ENGINEER, for services concerning the following PROJECT:

US 30 and Griffith Road TSIP Application

SNYDER & ASSOCIATES, INC. agrees to perform the following professional services in connection with the PROJECT;

See Attached Exhibit "A" which by this reference is made a part hereof.

The CLIENT hereby agrees to provide the ENGINEER all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

See Attached Exhibit "A"

The CLIENT agrees to compensate the ENGINEER for the engineering services rendered under this agreement on the following basis:

See Attached Exhibit "A"

Progress payments shall be made in proportion to services as rendered and as indicated within this agreement, and shall be due and owing within 10 days of the ENGINEER'S submittal of his monthly statement. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly payments due the ENGINEER, the ENGINEER may after giving seven (7) days written notice to the CLIENT suspend services under this agreement.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE.

This agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

FOR CLIENT	FOR SNYDER & ASSOCIATES, INC.
City of Carroll	
DATE	DATE
	ROUTE EXECUTED COPY TO: Tony Boes

1. In the event that any on-site observation of Contractors' work shall be included as a part of these services, the ENGINEER shall endeavor to guard the CLIENT against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee or warrant the performance of the Contractor. The ENGINEER is not responsible for the construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the construction contract, nor is the ENGINEER responsible for defects or omissions in work performed as part of any construction contract by the Contractor, or any Subcontractors or any of the Contractor's or Subcontractor's employees, or that of any person or entities responsible for performing such work.

2. All drawings, specifications and other work product of the PROJECT are instruments of service for this PROJECT only and shall remain the property of the ENGINEER whether the PROJECT is completed or not. Reuse of any of the instruments of service of the ENGINEER by the CLIENT on extensions of the PROJECT or on any other PROJECT without the written permission of the ENGINEER shall be at the CLIENT'S risk and the CLIENT agrees to defend and indemnify and hold harmless the ENGINEER from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the CLIENT or by others acting through the CLIENT. Any reuse or adaptation of the ENGINEER'S instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amount to be agreed upon by the CLIENT and the ENGINEER.

3. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

4. The ENGINEER intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT, and makes no warranty, either expressed or implied.

5. Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.

6. The CLIENT will require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this agreement to hold harmless, indemnify and defend the CLIENT and the ENGINEER their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the construction contract documents.

7. Normal and customary engineering and related services do not include services defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the Standard Fee Schedule attached hereto or as set forth in a written Scope of Services defined by the CLIENT and the ENGINEER.

8. The CLIENT agrees to limit the liability of the ENGINEER to the CLIENT and to all construction contractors and subcontractors on the PROJECT due to the ENGINEER S professional negligent acts, errors or omissions such that the total aggregate liability of the ENGINEER to those named shall not exceed the ENGINEER'S total fee for services on the PROJECT.

9. Any direct expenses in connection with submittal of fees to any and all regulatory agencies required by the PROJECT shall be paid for directly by CLIENT. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CLIENT for payment.

10. All services performed on an hourly basis shall be performed in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

11. If the CLIENT fails to pay the undisputed portion of the ENGINEER'S invoices within 30 days of presentation, the ENGINEER shall cease work on the project and the CLIENT shall waive any claim against the ENGINEER, and shall defend and hold the ENGINEER harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and ENGINEER shall renegotiate appropriate terms and conditions of the AGREEMENT, such as those associated with budget, schedule or scope of service. In the event any bill or portion thereof is disputed by the CLIENT, the CLIENT shall notify the ENGINEER within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT of the dispute. If resolution is not attained within sixty (60) days, either party may terminate this AGREEMENT, in accordance with the Termination Section of this AGREEMENT.

12. The ENGINEER or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

13. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. It is further agreed that any legal action between the Client and the Engineer 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.

14. Neither the CLIENT nor the ENGINEER shall delegate, assign, or otherwise transfer his duties under this agreement without the written consent of the other.

15. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

16. ENGINEER shall not be responsible or liable for compliance with any storm water discharge requirements at the site, if any, other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan (SWPPP) for the site. **CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES and storm water discharge statutes, rules, regulations or ordinances applicable to the site.**

EXHIBIT A – SCOPE OF SERVICES
US 30 AND GRIFFITH ROAD TSIP APPLICATION
CITY OF CARROLL, IOWA

The Engineer will prepare a concept design, a preliminary construction cost opinion and an Iowa DOT Traffic Safety Improvement Program (TSIP) funding application for proposed intersection and traffic signal improvements at the intersection of US Highway 30 and North Griffith Road/ Noble Avenue in Carroll. The scope of services will include the following:

1. Concept Design – Prepare concept design drawing of proposed intersection and traffic signal improvements on aerial base map. Review proposed side street turn lane needs and coordinate with Iowa DOT, as needed.

2. Construction Cost Opinion – Prepare preliminary construction cost opinion for proposed improvements with a breakdown of expected major bid items.

3. TSIP Application – Prepare Site Specific or Traffic Control Device TSIP application per Iowa DOT requirements, including the following:

   A. Completion of application forms.
   B. Project narrative including existing conditions, crash history and summary of recommended improvements.
   C. Cost Opinion (item 2 above) and breakdown of anticipated funding sources.
   D. Proposed project schedule.
   E. Graphics, including location map, intersection photos, aerial photo and plan view(s) of proposed intersection and traffic signal improvements.
   F. Crash reports for injury crashes.
   G. Traffic count data from Iowa DOT 2008 counts.
   H. Benefit/ cost analysis and documentation of assumptions and calculations.
   I. Coordination with Client and submittal of completed application to Iowa DOT.

4. The Client will provide the following:

   A. Aerial mapping of the project intersection, as available.
   B. City Council resolution in support of the project.
   C. Five most recent years of officer's accident reports for all injury crashes and all crashes after December 31, 2007.

PROJECT FEES AND SCHEDULE

The Engineer will perform the above scope of services on a lump sum basis for a fee of $7,500, including expenses. Additional services requested by the Client will be completed on an hourly rate and expense basis in accordance with the standard fee schedule in effect at the time the services are performed. The work will be completed for submittal of the TSIP application by June 15, 2009.