

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **City of Manitowoc** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct traffic counts and signal warrant analysis for the South 35th Street intersection with Dewey Street in Manitowoc, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Additional invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.

9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.

11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: City of Manitowoc
900 Quay Street
Manitowoc, WI 54220
Attn: Mr. Greg Minikel
Engineering Division Manager

Engineer: Traffic Analysis & Design, Inc.
P.O. Box 128
Cedarburg, WI 53012
Attn: Mr. John A. Bieberitz, PE, PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of December 14, 2021.

City of Manitowoc (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By:  _____

John A. Bieberitz, PE, PTOE

Date: 12/14/2021

ATTACHMENT A

SCOPE OF SERVICES

General

Engineer will conduct a signal warrant study, conducted per the MUTCD and WisDOT Guidelines for the South 35th Street intersection with Dewey Street. Engineer will prepare a Technical Memorandum consisting of exhibits illustrating the current traffic counts, signal warrants, recommendations, and conclusions with appendix of all count data and analysis calculations.

Task 1 – Data Collection

As required for the signal warrant analysis, Engineer will conduct traffic turning movement counts on a typical weekday from 6 AM to 10 PM at the South 35th Street intersection with Dewey Street.

The traffic turning movement counts will be conducted to WisDOT standards with automobiles, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute intervals. The Engineer will compile the traffic count data and geometric data for a base map for the traffic signal warrant analysis.

Task 2 – Warrant Analysis

Engineer will conduct a traffic signal warrant analysis for the South 35th Street intersection with Dewey Street. More specifically, Engineer will utilize the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted based on the 6 AM to 10 PM traffic turning movement count. More specifically, all traffic volume warrants will be evaluated except for the Pedestrian Volume Warrant and School Crossing Warrant. The crash warrant will be based on 5-years of crash data.

Task 3 – Technical Memorandum

Engineer will prepare a traffic signal warrant technical memorandum documenting the traffic counts, warrant analysis and recommendations. The technical memorandum will contain text, tables, exhibits and appendix documenting the traffic counts and signal warrant analysis. The Client shall provide comments to Engineer so Engineer can finalize the technical memorandum and submit a final electronic copy to the Client.

Task 4 - Meetings

No meetings are included in the base scope of this contract. If an additional meeting or meetings are required with attendance by the Engineer, it will be considered as additional services requiring a contract amendment.

SCHEDULE

Engineer will conduct the traffic counts in early to mid-January (dependent on weather conditions). Engineer will submit a draft technical memorandum within two weeks of conducting the traffic counts. Engineer will finalize the technical memorandum and will submit a final electronic pdf copy to the Client within two days of receiving comments from the Client.

Should Client identify a need to expedite this schedule, every effort will be made to meet the Client's needs.

COMPENSATION

For the services described above, Client shall pay Engineer the lump sum fee of Four Thousand Seven Hundred Eighty-Two Dollars (\$4,782.00), consisting of Two Thousand Six Hundred Forty-Six Dollars (\$2,646.00) for Task 1, Data Collection; and Two Thousand One Hundred Thirty-Six Dollars (\$2,136.00) for Tasks 2 and 3, Warrant Analysis and Technical Memorandum.

Authorization for Task 1 – Data Collection/Traffic Counts: \$2,646.00

City of Manitowoc (Client)

By: _____

Title: _____

Date: _____

Authorization for Tasks 2 and 3 – Warrant Analysis and Technical Memorandum: \$2,136.00

City of Manitowoc (Client)

By: _____

Title: _____

Date: _____

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **City of Manitowoc** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct traffic counts and left turn signal phase analysis for the South 30th Street intersection with Calumet Avenue in Manitowoc, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Additional invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
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City of Manitowoc (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By: 
John A. Bieberitz, PE, PTOE

Date: 12/14/2021

ATTACHMENT A

SCOPE OF SERVICES

General

Engineer will conduct a traffic count and left turn arrow signal analysis, conducted per the MUTCD and WisDOT Guidelines for the South 30th Street intersection with Calumet Avenue. Engineer will prepare a Technical Memorandum consisting of exhibits illustrating the current traffic counts, analysis, recommendations, and conclusions with appendix of all count data and analysis calculations.

Task 1 – Data Collection

As required for the signalized left turn arrow phase analysis, Engineer will conduct traffic turning movement counts on a typical weekday from 6 AM to 10 PM at the South 30th Street intersection with Calumet Avenue.

The traffic turning movement counts will be conducted to WisDOT standards with automobiles, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute intervals. The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis.

Engineer will obtain the existing signal plans and signal timing plans at the intersection from the Client.

Task 2 – Traffic Analysis

Engineer will conduct a traffic signal warrant analysis for the South 30th Street intersection with Calumet Avenue. More specifically, Engineer will utilize the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a signalized left turn arrow phase is warranted based on the 6 AM to 10 PM traffic turning movement count. More specifically, Engineer will conduct an intersection operational analysis for the weekday AM and PM peak hours based on the existing traffic signal timings and with a left turn arrow phase for comparison. Engineer will provide recommendations to provide Level of Service D or better for all turning movements during the peak hours.

Task 3 – Technical Memorandum

Engineer will prepare a traffic signal warrant technical memorandum documenting the traffic counts, analysis and recommendations. The technical memorandum will contain text, tables, exhibits and appendix documenting the traffic counts and analysis. The Client shall provide comments to Engineer so Engineer can finalize the technical memorandum and submit a final electronic copy to the Client.

Task 4 - Meetings

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Should Client identify a need to expedite this schedule, every effort will be made to meet the Client's needs.

COMPENSATION

For the services described above, Client shall pay Engineer the lump sum fee of Four Thousand Two Hundred Seventy Dollars (\$4,270.00), consisting of Two Thousand Six Hundred Forty-Six Dollars (\$2,646.00) for Task 1, Data Collection; and One Thousand Six Hundred Twenty-Four Dollars (\$1,624.00) for Tasks 2 and 3, Traffic Analysis and Technical Memorandum.

Authorization for Task 1 – Data Collection/Traffic Counts: \$2,646.00

City of Manitowoc (Client)

By: _____

Title: _____

Date: _____

Authorization for Tasks 2 and 3 – Traffic Analysis and Technical Memorandum: \$1,624.00

City of Manitowoc (Client)

By: _____

Title: _____

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All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

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By: 
John A. Bieberitz, PE, PTOE

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Authorization for Task 1 – Data Collection/Traffic Counts: \$2,646.00

City of Manitowoc (Client)

By: _____

Title: _____

Date: _____

Authorization for Tasks 2 and 3 – Traffic Analysis and Technical Memorandum: \$1,624.00

City of Manitowoc (Client)

By: _____

Title: _____

Date: _____

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

Amber Noworatzky

From: Greg Minikel
Sent: Friday, December 17, 2021 9:24 AM
To: 'Joshua Woller'
Cc: Dan Koski; Mark DeZeeuw
Subject: RE: External: RE: Proposal for Traffic Counts and Traffic Signal Warrant Analysis,etc.

Josh,

This is strictly the study/analysis phase only.

I guess I did not think about a return date for the proposal. Does January 5th or before work for you??

The next Public Safety Committee Meeting is January 10th, so if I have something by Jan. 5th I can bring that information to the next Committee meeting. Thanks

From: Joshua Woller <jwoller@sehinc.com>
Sent: Thursday, December 16, 2021 3:35 PM
To: Greg Minikel <gminikel@manitowoc.org>
Cc: Dan Koski <dkoski@manitowoc.org>; Mark DeZeeuw <mdezeeuw@manitowoc.org>
Subject: External: RE: Proposal for Traffic Counts and Traffic Signal Warrant Analysis,etc.

Hi Greg,

Thanks for reaching out. I can definitely pull something together for you on this. I will put together a letter proposal outlining our services and fee broken out as requested. I do have two questions for you.

1. Can you just confirm that this is strictly a study/analysis phase and that you are not expecting any sort of concept drawings/estimates based on recommendations/findings?
2. What is the schedule for submitting the proposal?

Thanks again for the opportunity!

Josh Woller, PE (WI, IL, IN, MI)
Sr. Professional Engineer, Project Manager
Short Elliott Hendrickson Inc.
608.620.6176 direct | 608.772.0140 mobile | 608.620.6199 main

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Follow SEH on Twitter | Facebook | LinkedIn | Instagram

From: Greg Minikel <gminikel@manitowoc.org>
Sent: Wednesday, December 15, 2021 3:57 PM
To: Joshua Woller <jwoller@sehinc.com>
Cc: Dan Koski <dkoski@manitowoc.org>; Mark DeZeeuw <mdezeeuw@manitowoc.org>
Subject: Proposal for Traffic Counts and Traffic Signal Warrant Analysis,etc.

Hi Joshua,

We have 3 intersections in the City of Manitowoc in which our Public Safety Committee is asking us to look at getting updated traffic counts and also warrant analysis.

At the present time, we do not have funds available, but I would like to get a cost proposal, so that we could take these requests to our Finance Committee for possible funding in 2022.

The Finance Committee always makes us get two proposals, so you are one of two consultants receiving this proposal.

Assuming we would get funding, I would think we would wait until April or May to do the counts. That is probably the time frame with the most traffic. School is still in session and construction projects are starting and the weather is hopefully warmer so there are more pedestrians, etc.

Anyway, here is what I am looking for:

1. Intersection of Dewey St. and South 35th St. – We need data collection which would be a 6 am to 10 pm traffic count with turning movements, trucks and pedestrians, Traffic Signal Warrant Analysis, and a Technical Memo to summary the data and the warrants.
2. Intersection of Calumet Ave. and South 35th St. – We need data collection which would be a 6 am to 10 pm traffic count with turning movements, trucks and pedestrians, and a warrant analysis for a Calumet Ave. protected left turn arrows, and a technical Memo summary of the results.
3. Intersection of Calumet Ave. and South 30th St. – We need data collection which would be a 6 am to 10 pm traffic count with turning movements, trucks and pedestrians, and a warrant analysis for a Calumet Ave. protected left turn arrows, and a technical Memo summary of the results.

Please provide a cost assuming each of these 3 projects are done independent of each other. The current priority is for #1 above. So we may only be able to fund that project and not the other two.

Also, give costs if all three can be completed at the same time to reduce mobilization/set-up costs, etc.

If you have any questions, please call or e-mail me. Thanks.

Greg Minikel, P.E.
Engineering Division Manager
Dept. of Public Infrastructure
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220
Ph. (920) 686-6910
e-mail: gminikel@manitowoc.org

Be Alert !

This is External or System generated Email. Please verify before opening any links or attachments.