

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between **Stantec, Inc.** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to prepare traffic signal construction plans for the intersection of 8th Street at Waldo Boulevard in Manitowoc, Wisconsin 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". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 90 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:** Stantec, Inc.
11153 Aurora Avenue
Des Moines, IA 50322
 - Attn:** Mr. Jacob Woelmer, PE

 - Engineer:** Traffic Analysis & Design, Inc.
PO Box 128
Cedarburg, WI 53012
 - Attn:** Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of September 8, 2021.

Stantec, Inc. (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By:  _____
John A. Bieberitz, P.E., PTOE

Date: 9/8/2021

ATTACHMENT A

SCOPE OF SERVICES

Task 1 – 8th Street at Waldo Boulevard Permanent Traffic Signal Modifications

Plans, specifications, and estimates will be developed for modifications to the permanent traffic signals at the following intersection:

- 8th Street at Waldo Boulevard

All work will be performed according to Wisconsin Department of Transportation standards as contained in the Facilities Development Manual and Traffic Signal Design Manual and City of Manitowoc standards as appropriate. All materials will be prepared to be inserted into the client's PS&E package.

Plans, specifications, quantities, and estimates will be prepared in English units.

A. MEETINGS

It is anticipated that project coordination can be accomplished primarily via telephone and e-mail. Any meetings will be considered extra work and may require a contract amendment to attend.

B. PRELIMINARY ENGINEERING

The client shall provide an electronic base map file in AutoCAD format showing the location of existing roadway features, proposed roadway features, above- and below-ground utility installations, right-of-way limits, and surface obstructions.

Engineer will prepare traffic signal plans using AutoCAD Civil 3D 2018 in accordance with Department CAD standards as described in the Facilities Development Manual.

It is anticipated that the signal modifications will be primarily limited to the addition of accommodations for a new westbound left turn lane. It appears the existing signal can accommodate changing 8th Street to 2-way traffic without any physical alterations to the existing signal equipment.

More specifically, the preliminary plans will consist of the following as necessary:

- Traffic Signal Removal Sheets
- Permanent Traffic Signal Layout Sheets
- Permanent Sequence of Operation Sheet
- Permanent Cable Routing Sheet
- Miscellaneous Quantities Sheets
- Required Standard Detail Drawings

An electronic copy of the preliminary signalization plans (Adobe Acrobat format, 11"x17" pages) will be submitted to the client for inclusion in the client's plan set for review and comments. The engineer will not provide paper copies for this submittal.

Engineer will prepare specifications utilizing the 2022 WisDOT and City of Manitowoc specifications. One set of specifications (Adobe Acrobat format electronic file) will be submitted to the client for inclusion in the client's plan set for review and comments.

C. FINAL PS&E

Upon receiving comments from the client and City on the preliminary plans and specifications, the engineer will revise the design and specifications.

Based on the final project quantities, engineer will provide an engineer’s estimate in electronic format (Adobe Acrobat) to the Client.

Engineer will create an Adobe Acrobat file of the final plans (in 11”x17” format), and paper and electronic files of the specifications and estimate for submittal to the client for inclusion in the client’s plan set. Additionally, engineer will forward electronic copies of plans in AutoCAD Civil 3D 2018 format, specifications in MS Word format, and estimate in MS Excel format to the client and to the city.

D. DELIVERABLES

The Engineer will provide a preliminary plan submittal to the Client.

The Engineer will provide a Final PS&E submittal to the Client.

E. PERMANENT TRAFFIC SIGNAL TIMING PLANS

Using traffic data provided by the city or others, the Engineer will prepare revised actuated signal timing plans for the revised traffic signal.

SCHEDULE

Engineer will provide the deliverables listed above according to the following schedule:

<u>Deliverable</u>	<u>Date</u>
Preliminary plans and specifications	4 weeks after receipt of agency-approved roadway plans
Final PS&E	2 week after receipt of 90% review comments

COMPENSATION

For the services described in Task 1 of the above Scope of Services, Client shall pay Engineer a Lump Sum fee of Eleven Thousand Two Hundred Twenty-Five Dollars and Zero Cents (\$6,450.00).

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