

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between **Waunakee Community School District** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a Traffic and Pedestrian Safety Circulation Analysis for Waunakee Community High School to evaluate the access and pedestrian pathway options between the previous Middle School (repurposed for High School) and the current High School in Waunakee, 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". 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. The Client will be notified of potential cost increases prior to performing work.
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: Waunakee Community School District
905 Bethel Circle
Waunakee, WI 53597
Attn: Steve Summers, Exec. Dir of Operations

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

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of April 23, 2025.

Waunakee Community School District (Client)

Traffic Analysis & Design, Inc. (Engineer)

By: _____

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

Title: _____

Date: _____

Date: 4/23/25

ATTACHMENT A

SCOPE OF SERVICES

Engineer shall provide the Services described below. As indicated, Tasks 1-4 include activities involved with preparation of conducting a Traffic and Pedestrian Safety Circulation Analysis to evaluate the impact/benefit and recommendations for safe pedestrian movements between the existing Middle School building (repurposed for the High School) and the High School for two pedestrian access options.

Task 1 - Data Collection

To evaluate the traffic and pedestrian safety circulation impacts and to provide recommendations, existing traffic and pedestrian data is required. Therefore, Engineer will conduct traffic turning movement counts and pedestrian counts at the following locations for a typical school day from 7:30 AM to 8:30 AM and 3:00 PM to 4:30 PM to capture the school arrival and dismissal peak hours:

- South Street with Community Drive
- Community Drive with the Middle School parking lot east driveways
- Community Drive with the Middle School parking lot west driveway
- Community Drive with the High School parking lot driveway
- High School pool entrance off Community Drive
- High School Main Entrance

All traffic and pedestrian counts will be obtained through elevated cameras to obtain a bird's eye view of current traffic and pedestrian patterns. Engineer will conduct the traffic counts per WisDOT standards with counting autos, trucks, busses, bikes and pedestrians separately per movement in 15-minute intervals. Engineer will also take note of the number of vehicles entering/exiting the Middle School versus the High School parking areas which will determine the amount of Middle School vehicles which would be then removed from the analysis due to the Middle School moving to its new building/location.

Task 2 – Traffic and Pedestrian Analysis

Engineer will utilize the current traffic counts and traffic distribution to redistribute the traffic volumes for the weekday school AM and PM peak hours for the following pedestrian access options:

Option 1: Utilization of the High School Main Entrance and Middle School Gym Entrance, with pedestrian access/pathway on the west edge of the Middle School parking lot with Community Drive being closed/blocked just west of the Middle School parking lot access and just east of the High School parking lot access.

Option 2: Utilization of the High School Pool Entrance or Main Entrance and the Middle School Gym Entrance/Main Entrance with pedestrian access/pathway on the east edge of the Middle School parking lot with Community Drive being blocked at South Street and just east of the High School parking lot access.

Engineer will analyze the access points and pedestrian areas for the two options as previously detailed for the weekday school AM and PM peak hours. Engineer will provide recommendations for each option to improve safety and circulation for both vehicular and pedestrian traffic.

Engineer will address the operations of each option with improvements and provide a recommended option or modification of an option to provide optimal traffic and pedestrian circulation and safety between the two buildings.

Task 3 – Technical Memorandum

A “draft” technical memorandum documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The technical memorandum will include text, tables and exhibits. The Engineer will finalize the technical memorandum after receiving comments from the Client and will submit a final pdf copy to the Client.

Task 4 - Meetings

No meetings are included in this scope of services. If a meeting or meetings are required with attendance by the Engineer, it will be considered as additional services and will be billed as additional time and materials.

SCHEDULE

Engineer will submit a draft technical memorandum to the Client for review within three weeks of receiving a signed agreement. Engineer will finalize the technical memorandum and submit a final electronic pdf technical memorandum to the Client within two working days. If the Client requests an accelerated schedule, every effort will be made to meet the Client’s needs.

COMPENSATION

For the services described in Tasks 1,2,3 and 4: Client shall pay Engineer the lump sum fee of Fourteen Thousand Nine Hundred Eighteen Dollars (\$14,918.00).

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