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 Analysis to evaluate the impact/benefit of an additional access driveway to Woodland Drive west of the building and east of Aldora Lane at three potential locations for the Heritage Elementary School in Waunakee, Wisconsin for City approval (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. Not withstanding 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 November 19, 2024.

Waunakee Community School District (Client)

By:_____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

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

Date: 11/19/24

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 Analysis to evaluate the impact/benefit of an additional access driveway to Woodland Drive west of the school building and east of Aldora Lane (and where it should be located based on 3 options) for the Heritage Elementary School in Waunakee.

Task 1 - Data Collection

To evaluate the impacts and benefits of a secondary Heritage Elementary School driveway to Woodland Drive, a current traffic turning movement count is required at the existing Heritage Elementary School driveway to Woodland Drive. Therefore, Engineer will conduct an intersection turning movement count at the Woodland Drive intersection with the Heritage Elementary School driveway for a typical weekday for the morning peak arrival hour and for the afternoon 90-minute dismissal hour (1 hour prior to dismissal and 30 minutes after dismissal). 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 parking areas versus just the pick-up/drop-off circle which will determine the amount of vehicles which would be expected to utilize the new driveway access to Woodland Drive.

Task 2 - Traffic Analysis

Engineer will utilize the current traffic counts and traffic distribution to estimate the volume of traffic expected to utilize the new driveway access to Woodland Drive. Engineer will assign the Heritage Elementary School traffic to both the existing and new driveway (two options) to Woodand Drive for the weekday AM and PM peak hours.

Engineer will analyze the two Heritage Elementary School driveways (existing and proposed western driveway) to Woodland Drive for the weekday AM and PM peak hours for the following scenarios:

1. Existing Conditions (to provide a basis of comparison)
2. Future Traffic Conditions with the new access driveway (Option 1) to Woodland Drive, with no improvements
3. Future Traffic Conditions with the new access driveway (Option 1) to Woodland Drive, with improvements, if needed
4. Future Traffic Conditions with the new access driveway (Option 2) to Woodland Drive, with no improvements
5. Future Traffic Conditions with the new access driveway (Option 2) to Woodland Drive, with improvements

Based on the traffic analysis, Engineer will determine where the new access driveway should be located on Woodland Drive (i.e. straight or curved roadway for Option 1) for proper queuing and most efficient traffic circulation.

Engineer will provide operational comparisons with and without the proposed access driveway to Woodland Drive. Engineer will also provide recommendations for Option 1 access, intersection

geometrics, turn lanes, turn bay length extensions, and other improvements required to accommodate queuing and provide LOS 'D' or better for all traffic movements at the study area intersections.

Engineer will address the operations and provide recommendations for the north internal connection roadway (north of the retention pond) between the intermediate and elementary school to improve safety.

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 two weeks of receiving a signed agreement. Engineer will finalize the technical memorandum and submit a final electronic pdf technical memorandum to the Client within one working day. 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 Nine Thousand Seven Hundred Twenty-Eight Dollars ($9,728.00).

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