

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **Village of Kronenwetter** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a professional opinion of the feasibility of WisDOT and FHWA approval of an I-39 interchange with Kowalski Road in Kronenwetter, 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.

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: Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455
Attn: Mr. Peter Wegner
Community Development Director

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 June 21, 2023.

Village of Kronenwetter (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By: 

John A. Bieberitz, PE, PTOE

Date: 6/21/2023

ATTACHMENT A

SCOPE OF SERVICES

I-39 with Kowalski Road Interchange Evaluation

This scope of services is to provide the Village of Kronenwetter an opinion of whether WisDOT and FHWA would accept a new I-39 interchange with Kowalski Road based on current traffic volumes and conditions, current WisDOT and FHWA requirements, and past work done on the project. More specifically, this includes conduction of the following tasks:

Task 1 - Data Collection

Engineer will review all past reports and correspondence related to the proposed I-39 interchange with Kowalski Road. Engineer will engage the North Central Wisconsin Planning Commission and Marathon Planning Commission as needed during and after review of past reports and analysis.

Engineer will research the current FHWA and WisDOT policies as applied to the Village's new interchange location and moving the north ramps to south of Kowalski Road to increase the spacing between I-39 interchange with the Business 51 interchange.

Engineer will coordinate with WisDOT to obtain the current traffic volumes on I-39. Maple Ridge Road near I-39, Maple Ridge Road ramps to/from I-39, Kowalski Road near I-39, Business 51 near I-39 and the Business 51 ramps with I-39.

Task 2 - Traffic Assessment/Analysis

Traffic Growth on Study Area Roadways/Ramps

Engineer will compare the current traffic volumes to the traffic volumes documented in the previous Interchange Justification Report to obtain a percent change/growth rate for the following roadway segments:

- I-39, between Maple Ridge Road and Business 51
- Maple Ridge Road near I-39
- Maple Ridge Road ramps with I-39
- Kowalski Road near I-39
- Business 51 near I-39
- Business 51 ramps near I-39

If there has been significant traffic growth at the I-39 interchanges with Maple Ridge Road and Business 51, Engineer will analyze these interchanges to determine if any ramps operate below WisDOT acceptable levels where a new interchange at Kowalski Road would relocate traffic volumes from the USH 51 and Maple Ridge Road ramps, to illustrate an operational benefit with a new I-39 interchange with Kowalski Road.

Interchange Assessment of Future Conditions

Engineer will review the current street network with respect to the Business 51 interchange and the Maple Ridge Road interchange to assess whether the interchange can still function safely in the future without an additional interchange to the south at Kowalski Road.

Task 3 – Technical Memorandum

A “draft” Technical Memorandum documenting the findings of the analysis with an opinion of FHWA and WisDOT acceptance will be completed by the Engineer. If the analysis shows that a new interchange could be justified for FHWA and WisDOT acceptance, Engineer will provide a process/next steps for moving forward along with potential timelines through an updated Interchange Justification Report (IJR) and other approvals. The Technical Memorandum will include text, tables and exhibits.

Task 4 - Meetings

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

SCHEDULE

Engineer will submit a Draft Technical Memorandum within six weeks after receiving authorization to proceed. Engineer will finalize the Technical Memorandum and submit a final pdf copy to the Client and City within three days of receiving comments from the Client.

COMPENSATION

For the services described in Tasks 1,2,3 and 4: Client shall pay Engineer the lump sum fee of Thirty Thousand Five Hundred Eighty-Seven Dollars (\$30,587.00).

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