



5400 King James Way I Suite 200  
Madison, WI 53719  
608.663.1218  
Toll Free: 800.810.4012  
www.klengineering.com

August 10, 2023

Ashley Oliphant  
City Administrator  
City of Richland Center Municipal Building  
450 South Main Street  
Richland Center, WI 53581

RE: Proposal for Transportation Planning – USH 14 – Peebles Drive to STH 58 – Richland Center, WI

Dear Ashley:

KL Engineering, Inc. is pleased to provide you with this proposal for engineering services to perform transportation planning for USH 14 in Richland Center. The following attachments are included with this letter, and should be considered part of our contract for engineering services:

- **Attachment A** – Contract Assumptions and Scope of Services
- **Attachment B** – Planning Study Area
- **Attachment C** – General Terms and Conditions

The cost for the services under this contract will be billed on a lump sum basis with a total fee of **\$26,600.**

Basis of Payment and General Conditions

This work shall be completed in accordance with the attached General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. KL Engineering will submit monthly invoices for work completed under this proposal. The City of Richland Center will reimburse KL Engineering, Inc. within 30 days from the date of the invoice.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed with the specific tasks by signing the appropriate section of this proposal and returning it to us.

Sincerely,  
KL Engineering, Inc.

Mike Scarmon, P.E., PTOE  
Director – Infrastructure Services

Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Contract Assumptions and Scope of Services

## Transportation Planning Services USH 14 – Peebles Drive to STH 58 Richland Center, Wisconsin

August 10, 2023

This document describes contract assumptions and provides a scope of services to perform a transportation planning study for USH 14 on the east side of Richland Center, Wisconsin. The general scope of services for this contract consists of agency coordination, coordination with Richland Center to define future land uses, traffic data collection, traffic engineering, access evaluation, conceptual roadway layout, and completion of a technical summary document and exhibits.

### Project Assumptions

#### *Study Area:*

- This proposal is based on preparing a transportation planning study for USH 14 on the east side of Richland Center, limits between Peebles Drive and STH 58. The study area is depicted in **Attachment B**.
- This section of USH 14 is currently classified by the WisDOT as an 84.25 Controlled Access Highway. According to Section 84.25 of the Wisconsin Statutes, the WisDOT has authority to control access points as it deems appropriate based on public interest and highway safety. This project does not include engagement with WisDOT to secure approval for new or modified access to USH 14.

#### *Study Requirements:*

- This scope of services is based on completing a planning study for the City of Richland Center to use as a guide for future development access locations and for potential roadway upgrades.
- This study includes developing concept plans for transportation improvements that provide safe and efficient traffic access to USH 14 and are compatible with potential land uses defined by the City.
- WisDOT oversight and review of this planning study is not anticipated.

#### *Project Delivery and Administration*

- This planning study is anticipated to be completed in parallel with Richland Center hospital development TIA. This proposal is based on an overall schedule of securing approvals for access to the proposed hospital development from WisDOT by the end of 2023.
- The transportation planning study document will be submitted electronically in PDF format.

### Scope of Services

#### *Data Collection*

- Includes compiling an inventory of roadway characteristics within the study area intersection and roadways, including the following items:
  - Posted and advisory speed limits
  - Intersection type and geometric configuration
  - Lane, shoulder, and median widths
  - Freight, transit, pedestrian, and bicycle facilities
  - Roadway lighting locations
- Includes completing turning movement counts for Peebles Drive and various driveways along USH 14 on an as-needed basis. This proposal includes one (1) deployment and up to a total of thirty-six (36) count-hours.
- Includes compiling a database of existing and proposed land uses, zoning, prior studies, and extraterritorial jurisdiction within the study area.
- Includes compiling a list of planned transportation improvement projects planned by the City of Richland Center, Richland County, and WisDOT.

#### *Traffic Engineering & Transportation Planning*

- Includes an assessment of crash history for USH 14 within the study area. This assessment will include compiling the most recent ten (10) years of crash history data and indicating any potentially concerning locations.

- Includes developing up to three (3) transportation concepts for the study area. Concepts may include various combinations of the following features:
  - New frontage or backage roadways
  - New intersections with USH 14
  - Relocated, removed, and new driveways with USH 14
  - Freight movements, emergency services, and pedestrian/bike connectivity

#### *Deliverables*

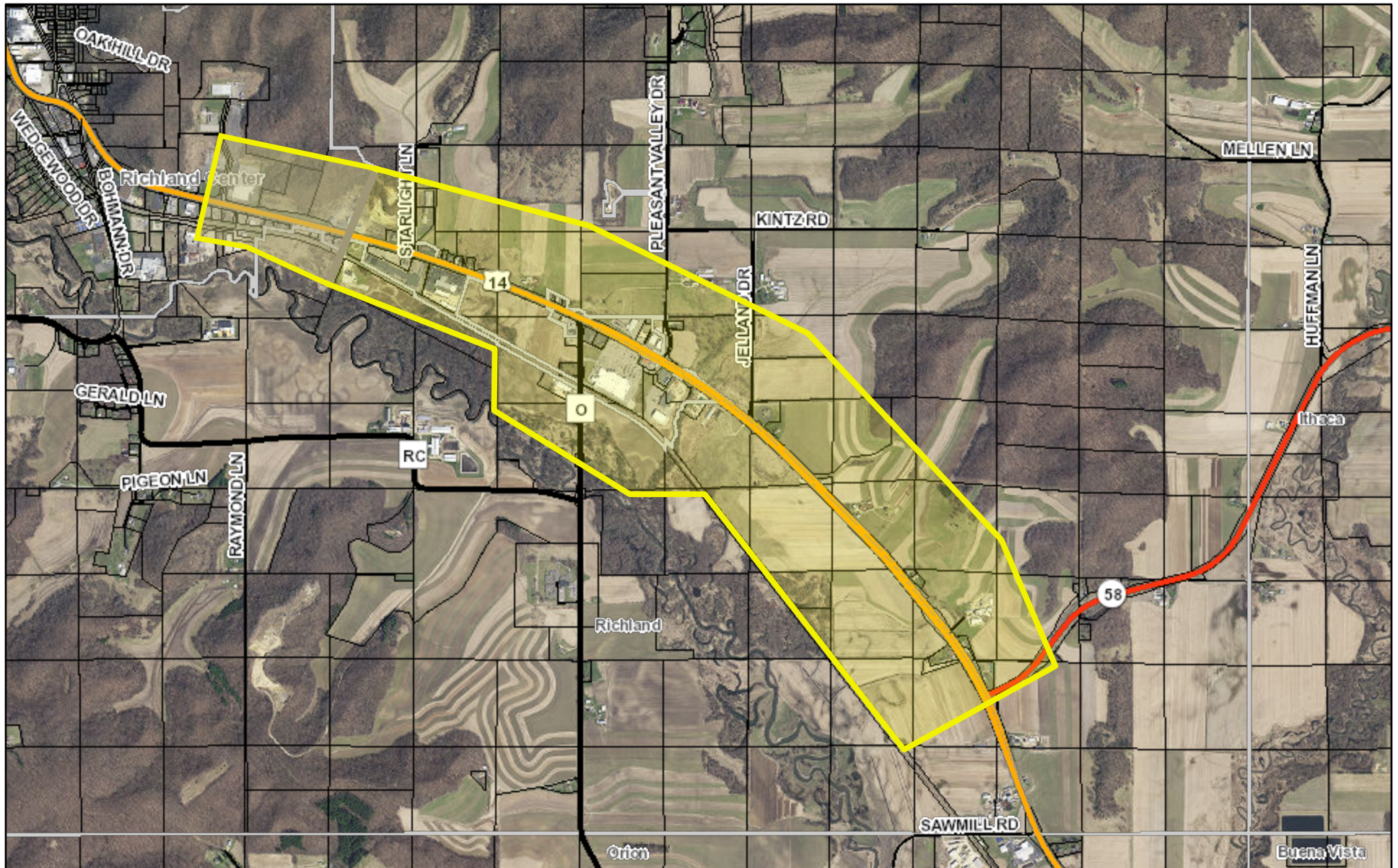
- Includes preparing a concise transportation summary document.
- Includes preparing exhibits showing transportation concept plans that are prepared for the study.
  - Document and exhibits will be intended for outreach with the public, business owners, and other stakeholders.
  - Exhibits will be prepared using aerial mapping for background.
  - No survey or other mapping data will be compiled.
- Includes preparing a PowerPoint presentation to present the findings of the study to the Common Council and other City committees. Presentation will be developed using excerpts from the summary document and exhibits.

#### *Meetings and Correspondence*

- Includes up to one (1) virtual meeting and one (1) in person meeting for coordination with City staff and their consultant related to this transportation planning study.
- Includes one (1) virtual meeting with WisDOT to discuss background and conclusions of this study. Notes from this meeting will be included with the summary document. WisDOT is not expected to review or approve this study.

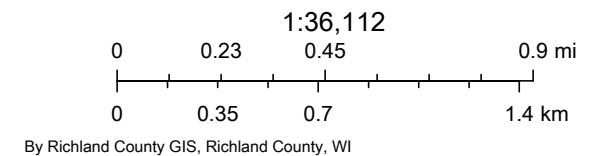


## City of Richland Center



5/25/2023, 10:27:21 AM

- |                |              |            |                |
|----------------|--------------|------------|----------------|
| Parcel Lines   | Roads        | Town Roads | County Highway |
| Municipalities | City Streets | US Hwy     | State Highway  |





**KL ENGINEERING, INC.****General Terms and Conditions of the Engineering Services**

1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.
2. KL Engineering, Inc. will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. KL Engineering, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.
4. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
5. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Owner requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner. The liability of KL Engineering, Inc., to the Owner for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.
6. Owner shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Owner or any person or organization for which Owner is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
7. In the event of a dispute between KL Engineering, Inc. and Owner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Owner agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
8. Termination of this agreement by the Owner or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner violates the agreements entered into between KL Engineering, Inc., and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Owner unless, within such seven (7) day period, the Owner remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
9. Reuse of any documents and/or engineering services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Owner or by others acting through the Owner.
10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. KL Engineering, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Owner are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in any way to project or construction costs.
12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.