

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **Village of Elm Grove** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to have Engineer review and provide comments/recommendations on the School Sisters of Notre Dame Development Traffic Impact Study in Elm Grove, WI (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 Elm Grove  
13600 Juneau Boulevard  
Elm Grove, WI 53122  
**Attn:** Mr. David De Angelis  
Village Manager

**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 February 3<sup>rd</sup>, 2021.

**Village of Elm Grove (Client)**

**Traffic Analysis & Design, Inc. (Engineer)**

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

By:   
John A. Bieberitz, PE, PTOE

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

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

Date: 2/3/2021

# ATTACHMENT A

## SCOPE OF SERVICES

Engineer will review the School Sisters of Notre Dame Development Traffic Impact Study Supplement No. 2 dated January 11, 2021, the September 23, 2020 original study, and the Supplemental SSND Findings Technical Memorandum dated June 23, 2020. More specifically, Engineer will conduct the following tasks:

- Conduct traffic data for queues and delays for the train crossing on Watertown Plank Road during a typical weekday from 6 AM to 9 AM and from 3 PM to 6 PM to capture the weekday AM and PM peak hours. Engineer will document the existing and maximum queues along with the average and maximum vehicle delays. Engineer will analyze the future queue and delay conditions with the development traffic. *(If the train queue and delay evaluation is not desired, the fee will be reduced by \$1,440)*
- Review and check the traffic count data/peak hours/peak hour factors/traffic projections/data compilation
- Review/quantify/check the trip generation/distribution/assignment. If errors are found, Engineer will make the necessary corrections. Engineer will evaluate the proposed one access point versus two access points for the development.
- Review/quantify/check the total traffic volumes for the Year 2028 traffic scenarios. If errors are found, Engineer will make the necessary corrections.
- Review/quantify/check the traffic operational analysis. If errors are found, Engineer will make the necessary corrections and will revise the traffic operational analysis.
- Review/quantify/check the crash and pedestrian analysis. Engineer will provide any additional safety improvements if needed.
- Review/quantify/check the traffic signal warrant analysis and recommendations. If needed, Engineer will revise the signal warrant analysis and recommendations.
- Engineer will prepare a technical memorandum summarizing the TIA review and will provide specific improvement recommendations, if different than the TIA recommendations.
- Engineer will attend one meeting (assumed to be virtual) to present the findings and to answer questions/comments regarding the TIA and the TIA review.

Client shall provide Engineer with the electronic (Synchro) files of the traffic analysis of the TIA.

## SCHEDULE

Engineer will submit a draft technical memorandum summarizing the TIA review along with specific improvement recommendations to the Client within one week of receiving a signed agreement and the electronic analysis files from Ayres Associates.

## COMPENSATION

For the services described above; Client shall pay Engineer a lump sum fee of Seven Thousand Nine Hundred Twenty-Six Dollars (\$7,926.00).

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