



Meeting: Village Board
Meeting Date: 5/14/2012
Agenda Item: 7f

Mission Statement

Delivering quality services in a courteous, cost-effective and efficient manner.

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: Burt R. McIntyre, President
Village Board of Trustees

REPORT FROM: Michael J Kaster, PE, Director of Engineering

AGENDA ITEM: Review and take action on a proposal for engineering services for a traffic study in the area of the proposed extension of Badger/Ulmer Street from Taylor to Packerland

REVIEWED BY:

POLICY ISSUE

Should the Village Board approve the proposal for professional engineering services for Traffic Analysis & Design Inc. in the amount of \$10,419?

BACKGROUND INFORMATION

The Village staff, requested proposals from three consulting firms for a traffic study in the area of the proposed extension of Badger/Ulmer Street from Taylor to Packerland serving the 29/41 redevelopment area. Two consulting firms submitted proposals and one did not stating that they could not commit to the timeframe.

The study is required for the design of the roadway and intersections for the proposed roadway. The initial phase of the road design and construction will include an extension of Badger Street from Taylor to Anamax Rd, and then a re-alignment and extension of Anamax Rd from Badger to the proposed Dousman/Shawano roundabout. The project is part of the Hwy 41/29 interchange project and must be constructed prior to June 2014.

The traffic study will enable staff to design a roadway and intersections that will be able to carry the current and future traffic generated from the 29/41 redevelopment area and surrounding properties.

PRIOR ACTION/REVIEW

None

FISCAL IMPACT:

- | | |
|------------------------------|---------------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>TIFF Funding</u> |
| 4. Amount? | <u>\$10,419.00</u> |

RECOMMENDED ACTION

Village staff recommends that the Village Board approve the proposal for professional engineering services.

If the Village Board agrees with this action, the following motion could be used, ***"Motion to approve the proposal for professional engineering services to Traffic Analysis & Design Inc. in the amount of \$10,419.00."***

POLICY ALTERNATIVE(S)

The Village Board could take the following actions:

- Approve proposal for professional engineering services
- Approve the proposal for professional engineering services with modifications
- Deny the proposal for professional engineering services and decide how to proceed
- Table the proposal for professional engineering services and request additional information

ATTACHED INFORMATION

- I. Proposals
- II. Project Area Map

COPIES FORWARDED TO:

- I. None

Firm Description

Traffic Analysis & Design, Inc. is proud to have the largest traffic engineering staff of any engineering firm in Wisconsin. Traffic Analysis & Design, Inc. was established in 2002 to provide clients with competitive fees (lowest overhead rate any firm with extensive traffic engineering experience), exceptional quality and unmatched client service in the field of traffic engineering. Our growth from 3 traffic engineering professionals to 32 traffic engineering professionals in nine years, with no lay-offs or staff reductions in the past few years with the economic slow-down and over 95% of our client's being repeat clients is a true indication of the quality of workmanship we provide. As a small firm focused on traffic engineering, we provide high quality workmanship and eliminate the corporate red tape often associated with larger companies resulting in quick and efficient response to your needs. Being a small firm also allows us to focus on competitive fees; our overhead rate is approximately 30% less than the overhead rates for large multi-disciplined firms.

Traffic Analysis & Design, Inc. has successfully completed over 1,300 traffic engineering projects for the WisDOT, counties, municipalities and private developers in the last nine years. **We have conducted over 440 Traffic Impact Analyses (TIA's) in the past nine years, the most of any engineering firm in the State of Wisconsin. We have conducted over 75% of the TIA's submitted to WisDOT, of which all were approved by WisDOT.** We have prepared over 250 traffic signal plans and over 100 traffic signal modification plans in the past six years. We have also conducted over 100 Intersection Control Evaluation (ICE) Studies, which compares roundabouts to traffic signals as a traffic control device on a per intersection basis. We are a WisDOT Certified TIA Provider and we have traffic engineering master contracts with the WisDOT. We have also prepared TIA's for some of the largest mixed use developments in Wisconsin consisting of Pabst Farms, Mayfair Mall, Fitchburg Master Plan, Brookfield Commons (Von Maur), Bayshore Mall and Brookfield Square.

We have an in depth knowledge of the Ulmer Road/Badger Street connection project as we previously studied this connection with the Continental Properties TIA, which resulted in the WisDOT approved right-in/right-out access to STH 29 for a future Roundy's Grocery store/development between USH 41 and Taylor Street. As part of this TIA, we studied various future roadway connections, which also included the now proposed Ulmer Road/Badger Street Connection. We have also conducted the TIAs for the Woodman's expansion and the Fleet Farm redevelopment just north of the study area. **We have extensive knowledge of the study area and surrounding vicinity and have some of the analysis models already built from past projects, thereby resulting in a project cost reduction.**

In the last five years alone, we have completed WisDOT TIA's in the following Wisconsin communities: Mount Pleasant, Wausau, Fond du Lac, Oshkosh, Greenville, Howard, Grand Chute, Little Chute, Bellevue, Sheboygan, Monona, Stoughton, Monroe, Dodgeville, Saukville, Wauwatosa, Burlington, Janesville, Waukesha, West Allis, Oak Creek, Brookfield, Oconomowoc, Grafton, Cedarburg, Mequon, Pewaukee, Summit, New Berlin, Muskego, Kewaskum, Brown Deer, Beaver Dam, Somers, Franklin, Bristol, Kenosha, West Bend, Mukwonago, Mt. Pleasant, Eagle, Madison, Oregon, Menomonee Falls, West Milwaukee, Delafield, Lake Geneva, Hudson, Marinette, Richfield, Delavan, River Falls, Milwaukee and Medford. Due to our extensive WisDOT TIA experience, we have unmatched knowledge of the most recent *WisDOT TIA Guidelines*.

In addition to traffic engineering projects, we have the ability to effectively interact with the public on traffic engineering issues to achieve public acceptance/concurrence on your project. Our staff are leaders in the traffic engineering field. We have had technical papers published and have been invited to present papers at local, state, national and international conferences in addition to receiving awards of various engineering honors. Our staff has served as instructors for engineering courses at Marquette University, the University of Wisconsin-Madison, and the University of Wisconsin-Milwaukee. In addition, our senior level staff teaches traffic engineering courses throughout the country through the University of Wisconsin-Madison Extension.

Our office/contact information is as follows:

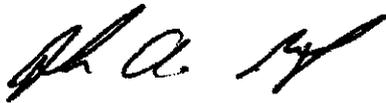
*Traffic Analysis & Design, Inc.
N36 W7505 Buchanan Ct
Cedarburg, WI 53012*

*Ph: 1-800-605-3091
Fax: 262-377-4381
Email: jbieberitz@traffic-ad.com*

Attached is our proposal for the Ulmer Road/Badger Street Connection Traffic Study for your consideration. Please call or e-mail me if you have any questions, comments or concerns.

Very Truly Yours,

Traffic Analysis & Design, Inc.

A handwritten signature in black ink, appearing to read "John A. Bieberitz". The signature is stylized and cursive.

John A. Bieberitz, P.E., PTOE
Senior Traffic Engineer
President

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **Village of Howard** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a Traffic Forecast and Analysis for the Ulmer/Badger Street connection, south of STH 29, extending from Packerland Drive to Taylor Street in Howard, 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 for additional work not paid within 60 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 Howard
1336 Cornell Road
Green Bay, WI 54313
Attn: Mr. Michael J. Kaster, P.E.
Director of Engineering

Engineer: Traffic Analysis & Design, Inc.
N36 W7505 Buchanan Street
Cedarburg, WI 53012
Attn: Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of April 30, 2012.

Village of Howard (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By: 

John A. Bieberitz, P.E., PTOE

Date: 4/30/12

ATTACHMENT A

SCOPE OF SERVICES

Engineer shall provide the Services described below. As indicated, Tasks 1-4 include activities involved with preparation of a Traffic Forecast and Analysis for the Ulmer/Badger Street connection, south of STH 29, extending from Packerland Drive to Taylor Street for Village, the Wisconsin Department of Transportation (WisDOT), and City of Green Bay acceptance/approval. As such, this traffic study will be completed to WisDOT TIA Guidelines. After submittal of the traffic study final report, if WisDOT or the City of Green Bay requires revisions, it will be considered additional work and will require a contract amendment.

WisDOT TIA Process for Acceptance/Approval

Engineer will prepare the traffic impact study analysis in accordance with the *current WisDOT Traffic Impact Analysis (TIA) Guidelines*. Based on the information provided by the Village, the study area intersections (for analysis and recommendations) will include:

1. Taylor Street intersection with Ulmer Road extension (new east/west roadway).
2. Ulmer Road extension with new North/South access road (between USH 41 and Taylor Street).
3. STH 29/Shawano Avenue the new North/South access road (as a right-in/right-out at STH 29).
4. Ulmer Road extension with a new realigned Anamax Road (rerouted to connect to STH 29 at the roundabout).
5. Ulmer Road extension with Elgin Street.

Engineer will coordinate with WisDOT to obtain Design Year weekday AM and PM peak hour traffic forecasts for the intersections and roadways feeding these five study area intersections.

As an optional task, the study will include analysis of the Taylor Street intersection with Ulmer Road as a roundabout. Engineer will then conduct a preliminary ICE analysis comparing a roundabout to a traffic signal at this location along with a recommendation of traffic control device for City and WisDOT approval/acceptance.

The study will also include the analysis of the design year traffic conditions with and without the buildout of development along the proposed Ulmer Road extension for the weekday AM and PM peak hours with and without intersection/roadway improvements. The report submittal (for Village, WisDOT and Green Bay approval) will consist of a report with exhibits illustrating the traffic forecasts, level of service operations, trip generation, trip distribution, land use plans, text, analysis procedures, recommendations, conclusions and appendix of all intersection capacity calculations.

Task 1 - Data Collection/Traffic Forecast Data

Engineer will obtain and review available traffic count information and forecast data from the Wisconsin Department of Transportation (WisDOT) as well as traffic data and forecasting data from the Continental Properties TIA (previously completed by Traffic Analysis & Design, Inc.) consisting of daily and hourly turning movements at the study area intersections and adjacent intersections and roadway segments.

Engineer will coordinate with WisDOT to obtain the design year forecast volumes for the study area. Engineer will coordinate with Brown County to obtain the land uses that were utilized for their regional model of this area. Engineer will coordinate with WisDOT to determine the origin of the design year volumes (i.e. how much is based on existing and historical background traffic growth and how much is new development traffic).

Engineer will utilize the collected information from WisDOT and will develop weekday design year AM and PM peak hour turning movement volumes at the study area intersections with no additional development (i.e. no build conditions).

Engineer will coordinate with WisDOT to obtain the proposed roadway and intersection layouts/geometry for the study area. Engineer will compile the No Build design year peak hours and geometric data for a base map for the traffic analysis.

Engineer will coordinate with the Village to obtain the land use plan for future development along the proposed Ulmer Road extension and for the lands south of STH 29 between Packerland Drive to Taylor Street.

Task 2 - Traffic Analysis – Design Year

Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by the proposed land uses along the Ulmer Road extension and for the lands south of STH 29 between Packerland Drive and Taylor Street based on trip generation rate data documented in the current *ITE Trip Generation Manual*. Traffic will be generated for the weekday AM and PM peak hours as well as for the 24-hour weekday time period. The traffic generated will be distributed to the study area intersections based on the expected traffic patterns. This traffic generated data will be compared to the regional model traffic model to determine differences. The distributed traffic will be added to the Design Year No Build projected traffic and will be used as the basis for the traffic analysis, based on WisDOT approval.

Engineer will forward the land use plans, traffic forecast data, regional model data, trip generation, trip distribution and trip assignment to WisDOT as a "TIA Initial Review Report" for their review and approval prior to conducting the traffic operational analysis. Engineer will coordinate with WisDOT and the Village regarding the comparison of development generated traffic to determine which volumes should be used for the traffic analysis.

Traffic Operational Analysis

Engineer will revise the trip assignment and resulting Design Year Build peak hour volumes as needed based on the WisDOT comments to the TIA Initial Review. Engineer will analyze the five (5) study area intersections for the weekday AM and PM peak hours for the following scenarios:

1. Design Year Base Condition (per the regional model)
2. Design Year No Build Conditions (no development, only background traffic growth)
3. Design Year Build Conditions (full buildout of development within the study area)

Engineer will make recommendations on roadway and intersection geometrics, traffic control, turn bay length extensions and other temporary improvements required to provide LOS 'D' or better for all traffic movements at the study area intersections.

Engineer will present the recommendations at Meeting No. 3 (see below), the "Intersection/Roadway Geometric and Traffic Control Recommendations Meeting" to the WisDOT/Village/City, prior to submitting the report. If changes or modifications are requested, Engineer will revise the analysis to accommodate the requests/changes.

Optional Task

As an optional task, Engineer will conduct a preliminary Intersection Control Evaluation (ICE) analysis comparing a signal to a roundabout at the Ulmer Road extension intersection with Taylor Street for the Design Year Build Conditions. Engineer will analyze this intersection as a roundabout and will provide general geometric recommendations such as number of circulating lanes, number of approach lanes

and inner diameter to obtain LOS D or better peak hour conditions. Engineer will then compare a roundabout to a signal based on the following items in a general basis:

- a. Safety for pedestrians and cyclists
- b. Safety for vehicular traffic
- c. Railroad Impacts/Preemption Issues
- d. Traffic operations – peak hour delays and operations
- e. Traffic operations – non-peak hour delays and operations
- f. Traffic operations – large vehicle and truck operations/movements and impact to other drivers
- g. Initial Construction Cost based on recent costs provided by WisDOT
- h. Long-term maintenance and operations costs based on recent costs provided by WisDOT
- i. Preliminary Right-of-way impacts
- j. Expected Public acceptance – pre and post construction, public comments, etc.
- k. Aesthetics – gateway and lighting
- l. Constructability – disruption of local and thru traffic, duration of construction
- m. Constructability – technical complexity

Engineer will utilize the comparison discussed above to recommend either a roundabout or a signal at this location. If WisDOT or the City requires a more detailed ICE Analysis, it will be considered additional work and will require a contract amendment.

Task 3 – Report

A "draft" Traffic Analysis report completed to general WisDOT TIA guidelines documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The report will include text, tables and exhibits. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit a final electronic copy and a maximum of two paper copies to the Client. The Client will then submit the final report to WisDOT and the City of Green Bay as desired. If the WisDOT and/or City requires changes to the final report, it will be considered additional work and will require a contract amendment.

Task 4 - Meetings

A maximum of three meetings (with either WisDOT and/or the City of Green Bay and/or the Village) are included in the base scope of this contract. These three meetings are expected to consist of the following:

1. Project Kick-Off Meeting with the Village
2. Traffic Forecasting Meeting – with WisDOT and Village
3. Intersection/Roadway Geometric and Traffic Control Recommendations Meeting – with WisDOT, City, and Village

If additional meetings are required with attendance by the Engineer, it will be considered as additional services requiring a contract amendment.

SCHEDULE

Assuming notice to proceed is received by May 15, Engineer will complete Task 1, the Trip Generation/Distribution and the WisDOT TIA Initial Review by June 4. Upon receiving comments from WisDOT on the TIA Initial Review (expected 1-2 week turn-around from WisDOT), Engineer will submit a draft report to the Client by July 13. The Client shall provide comments to the Engineer within two working days so the Engineer can finalize the report and submit final copies to the Client

within one day of receiving comments from the Client. 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 Ten Thousand Four Hundred Nineteen Dollars (\$10,419.00). If the Optional Task is authorized (see authorization section below), Client shall pay Engineer an additional lump sum fee of One Thousand Fifty-Six Dollars (\$1,056.00).

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

Authorization for Optional Task:

Village of Howard (Client)

By: _____

Title: _____

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between Village of Howard (Owner) and HNTB Corporation (HNTB), for the following reasons:

1. Owner intends to forecast and analyze traffic volumes (the Project); and,
2. Owner requires certain professional planning services in connection with the Project (the Services); and,
3. HNTB is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and HNTB agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be May 14, 2012.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin.

ARTICLE 3 - SCOPE OF SERVICES

HNTB shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

HNTB shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

- A. Owner shall pay HNTB in accordance with Attachment C, Compensation.
- B. Notwithstanding anything to the contrary in this Agreement or Attachment C, should the Services under this Agreement include products or services that are commercially priced by HNTB, such amounts shall be invoiced to Owner at the catalog price(s) offered by HNTB and are not subject to audit on the basis of costs incurred.
- C. Invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. 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. Owner shall pay HNTB's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- A. Owner shall be responsible for all matters described in Attachment D, Owner's Responsibilities.
- B. Owner hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by Owner to HNTB. If Owner does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to HNTB, Owner shall obtain a license or right to use, including the right to sublicense to HNTB. Owner hereby grants HNTB the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner represents that HNTB's use of such documents will not infringe upon any third parties' rights and Owner will indemnify and protect HNTB from any infringement claims arising from HNTB's use of any plans, documents or other materials provided to HNTB in the performance of its Services hereunder.

ARTICLE 7 - STANDARD OF CARE

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.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

- A. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and HNTB's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and HNTB agree to allocate and limit such liabilities in accordance with this Article.
- B. HNTB agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by HNTB's negligent acts, errors, or omissions arising out of its performance of the Services. In the event

judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of HNTB and Owner, they shall be borne by each party in proportion to its own negligence.

C. To the fullest extent permitted by law, the total aggregate liability of HNTB and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by HNTB under this Agreement.

D. To the fullest extent permitted by law, HNTB shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.

E. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

A. During the performance of the Services under this Agreement, HNTB shall maintain the following insurance:

- (1) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

B. HNTB shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner, HNTB, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and HNTB, each to the same extent.

C. HNTB and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and HNTB to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

A. HNTB shall not be responsible for (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HNTB, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HNTB in Attachment A, Scope of Services.

B. In the event the Owner requests HNTB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HNTB for review at least 15 days prior to the requested date of execution. HNTB shall not be required to execute any certificates or documents that in any way would, in HNTB's sole judgment, (1) increase HNTB's legal or contractual obligations or risks; (2) require knowledge, services or responsibilities beyond the scope of this Agreement; or (3) result in HNTB having to certify, guarantee or warrant the existence of conditions whose existence HNTB cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because HNTB has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HNTB's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. HNTB does not guarantee that proposals, bids, or actual Project costs will not vary from HNTB's cost estimates or that actual schedules will not vary from HNTB's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by HNTB as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by HNTB for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to HNTB. Owner shall indemnify and hold harmless HNTB and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle HNTB to additional compensation at rates to be agreed upon by Owner and HNTB.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by HNTB and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that HNTB shall have the unrestricted right to their use. HNTB shall retain its copyright and ownership rights in its design, drawing details, specifications, 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 HNTB.

ARTICLE 14 - TERMINATION AND SUSPENSION

A. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to HNTB. HNTB shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay HNTB for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to HNTB's compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither Owner nor HNTB shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or HNTB under this Agreement. HNTB shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

Owner:

Geoff Farr

Director of Public Works

Village of Howard, Wisconsin

2456 Glendale Avenue

Green Bay, WI 54313

HNTB:

Jerry Shadewald

HNTB Corporation

10 W. Mifflin Street, Suite 300

Madison, WI 53703

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and HNTB.

ARTICLE 17 - DISPUTES

A. In the event of a dispute between Owner and HNTB 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.

B. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

A. HNTB hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

B. HNTB affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HNTB's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. HNTB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either Owner or HNTB of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between Owner and HNTB. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and HNTB each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor HNTB shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, HNTB may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent HNTB from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and HNTB. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and HNTB.

IN WITNESS WHEREOF, Owner and HNTB have executed this Agreement. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

Village of Howard
(Owner)

HNTB Corporation
(HNTB)

Signature: _____

Signature: _____

Name: _____

Name: Mark Becherer, PE

Title: _____

Title: Vice President

Date: _____

Date: _____

Attachment A - Scope of Services

1. Kick off Meeting

CONSULTANT will attend a project kick-off meeting with Village of Howard (OWNER) and other entities to coordinate traffic efforts. Up to two (2) CONSULTANT staff will attend meeting, with intent of verifying development plans both within the study area and within proximity of the study area, along with gaining an understanding of other efforts on-going with the redevelopment project (roadway, right of way, utilities, drainage, etc).

2. Trip Generation

a. Review land use plans

CONSULTANT will review the proposed land use plan for study area, along with up to two (2) land use plans for surrounding developments. CONSULTANT will provide OWNER with input land use to regional travel demand model to confirm the projected changes in housing and employment in the vicinity of the study area.

b. Conduct Trip Generation

CONSULTANT will utilize ITE Trip Generation Manual, 8th Edition, to estimate the number of vehicle trips entering and exiting the study area under a full build out condition, including pass-by and internally captured trips.

3. Demand Modeling

a. Update Network and TAZ Structure

CONSULTANT will modify the roadway network and TAZ structure within the study area to provide more detailed traffic analysis. CONSULTANT will update the housing and employment data at the TAZ level for the study area and up to three (3) surrounding areas to be consistent with current development plans. Two analysis years are anticipated, including 2020 (build out of development area) and 2035 (design year for facilities).

b. Trip Generation

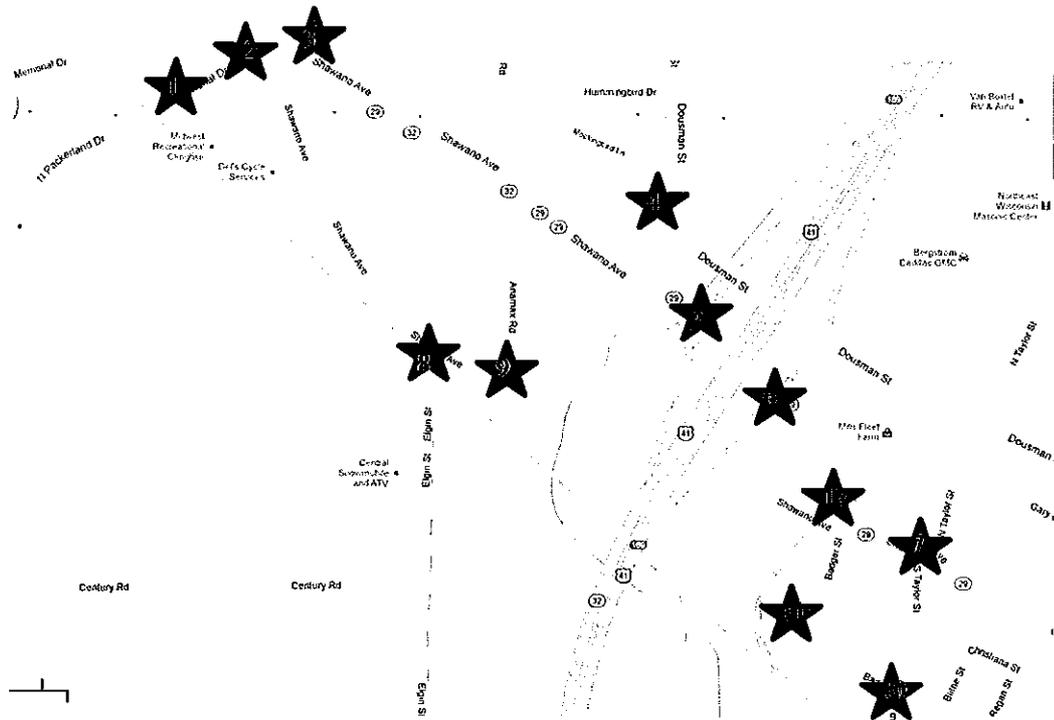
CONSULTANT will execute the trip generation portion of the regional travel demand model to develop initial trip ends for the study area. Differences between the trip generation totals calculated by the regional travel demand model and the ITE trip generation methodology will be compared, and special generators will be input into the regional travel demand model as appropriate. A coordination call with OWNER and Wisconsin Department of Transportation will be conducted to confirm assumptions for final trip generation results.

c. Trip Distribution and Mode Choice

CONSULTANT will execute the trip distribution and mode choice portions of the regional travel demand model to develop a vehicle trip table, and transit percentage for the study area. A coordination call with OWNER and Wisconsin Department of Transportation will be conducted to confirm assumptions for final trip distribution and mode choice results.

d. Traffic Assignment

CONSULTANT will execute the traffic assignment portion of the regional travel demand model to develop traffic volumes for affected roadways within and near the study area. CONSULTANT will provide OWNER and Wisconsin Department of Transportation with year 2020 and year 2035 build condition link assignments, along with 2035 no-build condition link assignments, including AM period, PM period and daily. AM and PM peak hour turning movement assignments will be provided for up to twelve (12) intersections.



4. Traffic Forecasting/Coordination

CONSULTANT will utilize accepted Wisconsin Department of Transportation methodologies to develop draft traffic forecasts for up to twelve (12) intersections, as shown above. Draft forecasts will be developed for 2020 build condition, 2035 no-build condition and 2035 build condition, including both AM and PM peak hours.

CONSULTANT will conduct one traffic forecasting check in meeting including OWNER, Wisconsin Department of Transportation, Brown County and City of Green Bay staff. One (1) set of comments from the check in meeting will be reviewed and incorporated into the final traffic forecasts.

5. Roadway/Intersection Analysis

CONSULTANT will utilize the 3 sets of final traffic forecasts to analyze roadway and intersection operations at up to five (5) intersections in the study area. Intersections 8, 9 and 11 will be analyzed as traffic signals and stop control using Synchro. Intersection 10 will be analyzed as both a traffic signal and roundabout, using Synchro and Highway Capacity Software respectively. Intersection 12 is a right-in, right-out access point, with no control assumed for STH 29, and will be analyzed with Synchro. CONSULTANT will develop a geometric recommendation that provides LOS D or better for each intersection approach.

CONSULTANT will conduct one check-in meeting with OWNER, Wisconsin Department of Transportation, Brown County and City of Green Bay to review traffic operational analysis of intersections 8 through 12. One set of comments will be reviewed and incorporated into the final traffic operational analysis.

CONSULTANT will provide one set of geometric recommendations for OWNER for intersections 8 through 12 that provides LOS D or better for each approach. Recommendations will include intersection control type and number of lanes. No preliminary design of intersections or roadway segments is included in this scope of service, including traffic signal cabinet design, or roundabout design. No further traffic analysis will be conducted without amendment to the contract due to changed assumptions, including but not limited to modified lane geometry, railroad coordination, updates in land use or changes in access.

6. Documentation

CONSULTANT will document meetings and analysis and provide OWNER with a technical memorandum. CONSULTANT will provide OWNER with two (2) hard copies and one (1) PDF copy.

7. Admin/QC

CONSULTANT will provide OWNER with monthly invoices for services performed. CONSULTANT will provide oversight and management of staff. CONSULTANT will coordinate with other agencies including Wisconsin Department of Transportation, Brown County and City of Green Bay for matters related to traffic forecasts and operations within the study area. CONSULTANT will conduct internal quality assurance and quality control program.

Attachment C – Compensation

Section 1 - Basis of Compensation (Fixed Fee)

1.1 For performing the Services identified in Attachment A - Scope of Services, Owner shall pay HNTB a lump sum of \$32,065.50 based upon the attached estimate.

Section 2 – Additional Services

2.1 Any services rendered by HNTB beyond those described in Attachment A - Scope of Services shall be compensated on the same basis set forth in Section 1

2.2 HNTB's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, Owner shall agree in writing to additional compensation exceeding said estimated amount.

Section 3 - Other Payment Provisions

3.1 **Timing of Services:** The total compensation is based on the Services being performed according to the approved schedule, and completion by June 25, 2012. Should the time to complete the Services extend beyond this period, HNTB and Owner agree to negotiate an equitable change to the compensation maximum or to provide Additional Services on the basis set forth herein.

3.2 **Progress Payments:** Owner shall make monthly periodic progress payments for Services. The amounts due for Additional Services will also be invoiced monthly. Invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amounts and shall pay the remaining amounts. 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. Owner shall pay reasonable attorney's fees incurred by HNTB in connection with any litigation instituted to recover invoice amounts in which HNTB prevails.

Task	Description	Hours				Total
		PM	Traffic Engineer	Traffic Planner	Admin	
1	Kick off meeting		12		12	26
2	Trip Generation		2		32	34
3	Demand Modeling		2		54	56
4	Traffic Forecasting/Coordination		8	6	40	4
5	Stop/Signal Analysis		2	20	2	24
	Roundabout Analysis		1	3		4
6	Documentation		6	16	16	4
7	Admin/QC		24	2	2	4
	Subtotal		57	47	158	14

Rate	\$ 175.00	\$ 100.00	\$ 98.00	\$ 80.00	
Labor Subtotal	\$ 9,975.00	\$ 4,700.00	\$ 15,484.00	\$ 1,120.00	\$ 31,279.00

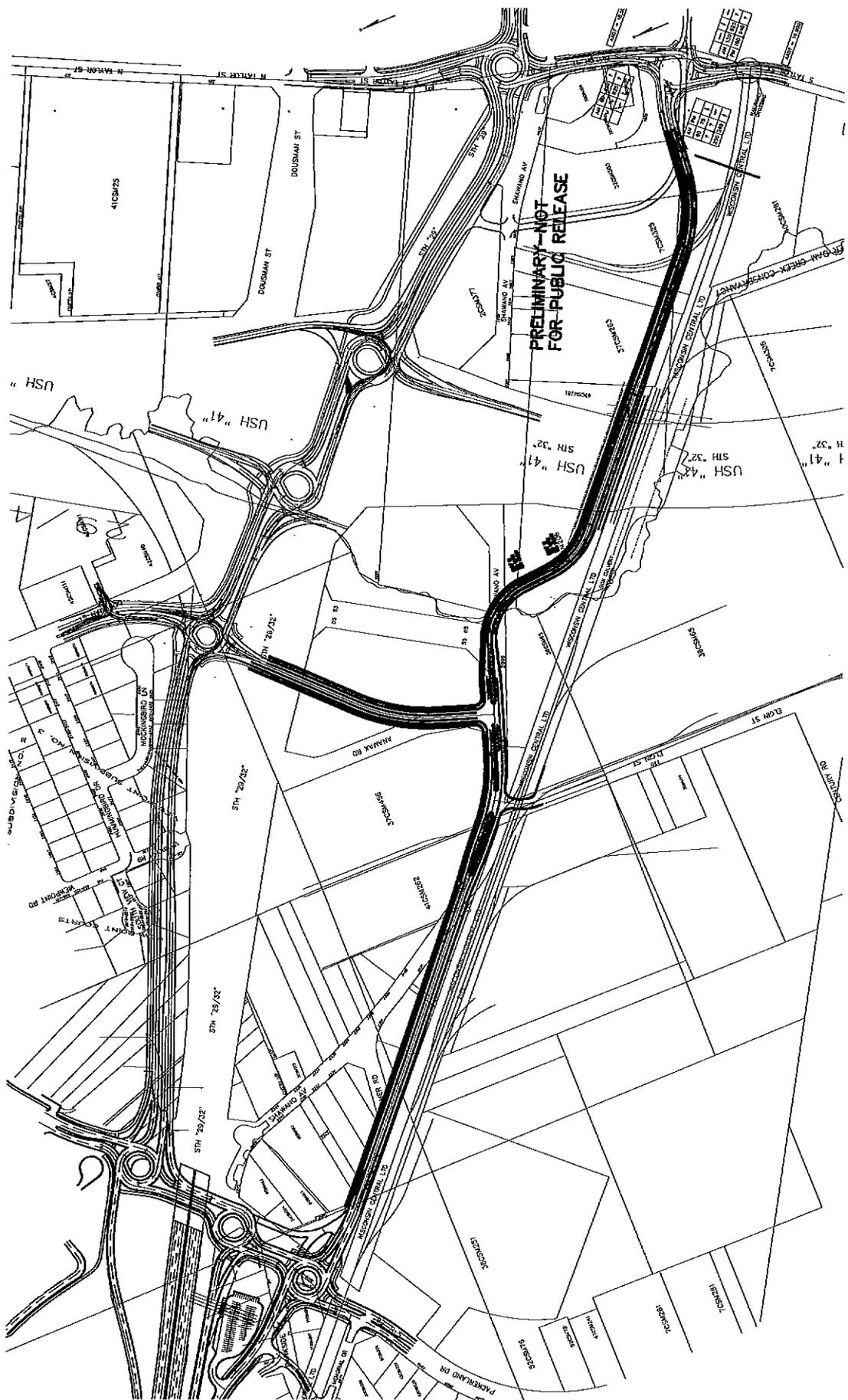
Expenses	Units	Unit Cost	Value	Cost
Mileage	Miles	0.555	900	499.50
Meals	Each	12.00	9	108.00
8.5X11 BW Printing	Sheets	0.04	500	20.00
11x17 BW Printing	Sheets	0.10	200	20.00
8.5x11 Color Printing	Sheets	0.40	150	60.00
11x17 Color Printing	Sheets	0.79	100	79.00
Expense Subtotal				\$ 786.50

Total Lump Sum Agreement	\$ 32,065.50
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Attachment D – Owner’s Responsibilities

VILLAGE will provide CONSULTANT with timely review to maintain project schedule.

VILLAGE will coordinate with other parties for implementation of geometric recommendations, including railroads, land developers and other municipalities.



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DOUSMAN ST

SHAWNEE AV

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