

Consulting Services Contract
City of Waukesha – Ayres Associates
Project Name: N/NW Barstow Street: Wisconsin Avenue to North Street Traffic Engineering Review and Intersection Capacity Analysis Services

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Ayres Associates, N17 W 24222 Riderwood Drive, Suite 310, Waukesha, WI 53188, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

Recitals

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the following Project:

N/NW Barstow Street: Wisconsin Avenue to North Street Traffic Engineering Review and Intersection Capacity Analysis Services

The RFP contained a specific Scope of Work to be incorporated into the successful bidder's contract.

The Consultant submitted a proposal in response to the RFP, and was selected by the City to be awarded the contract for the Project.

The Consultant is willing to perform consulting services according to the Scope of Work stated in the RFP and the Consultant's responsive Proposal, as modified by the Parties, and to accept the award of the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described on Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay to Consultant \$16,700.00 for performance of the Work in compliance with the terms and conditions of this Contract. Consultant shall invoice the City, monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. All invoices shall be payable net 30 days.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than November 1, 2019, subject only to delays for circumstances beyond Consultant's control, provided Consultant re-commences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.
7. **Indemnification.** Consultant shall indemnify, defend, and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and

other liabilities of any kind to the extent that they arise out of or in connection with Consultant's performance of the Work, including court costs and actual attorney fees.

8. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions policies. Consultant shall obtain an endorsement making the City an additional insured, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Excess liability-umbrella, \$5,000,000.
 - d. Worker compensation, statutory requirements.
 - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
9. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
10. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
13. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
14. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
15. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention: Brandon Schwenn, P.E.
City of Waukesha Engineering Division
130 Delafield Street
Waukesha WI 53188

To Consultant: Attention: John A. Davis, P.E., PTOE
Ayres Associates
Traffic Engineering Services
N17 W 24222 Riderwood Drive, Suite 310
Waukesha, WI 53188

16. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
17. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
18. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment, subject to statutory governmental immunities and liability limits.
20. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
21. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
22. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
23. **Integration, Construction of Contract.** This Contract constitutes the entire agreement of the Parties formed as a result of the City's RFP and the Consultant's responsive proposal. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable. If there are any conflicts among the terms of this Contract and any documents incorporated into this Contract, including Schedule A, then the terms of this Contract shall control.
24. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.
25. **Limitation of Liability.** Consultant shall not be liable for incidental or consequential contract damages. There shall be no other limitations of Consultant's liability.

26. Confidentiality; Public Records. All documents created pursuant to this Contract, and all documents delivered to the City, are public records and will be subject to disclosure to the public under Wisconsin's Open Records law.

27. Effective Date. This Contract shall be effective as of the latest date of execution shown below.

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Gina L. Kozlik, City Clerk

Date: _____

To certify that funds are provided for payment:

Richard L. Abbott, Director of Finance

Date: _____

Ayres Associates

By (print name)

Title: _____

Date: _____

By (print name)

Title: _____

Date: _____

SCHEDULE A

Scope of Work

N/NW Barstow Street: Wisconsin Avenue to North Street Traffic Engineering Review and Intersection Capacity Analysis Waukesha, Wisconsin

Background

The City of Waukesha desires a traffic analysis to be part of a project along N/NW Barstow Street from Wisconsin Avenue to E. North Street. The overall project includes preliminary streetscape recommendations/alternatives and final streetscape design in conjunction with the planned roadway reconstruction, preliminary structure rehabilitation guidance/analysis, 30% preliminary structure rehabilitation design for B-67-039 (Barstow St. over Fox River), and traffic signal timing analysis for the planned reconstruction of N/NW Barstow Street (Wisconsin Ave. to North St.). Results of the preliminary bridge structure rehabilitation, 30% preliminary structure plan, traffic signal timing analysis, and streetscape plan will be used to assist the City in the planning and delivering the final design of the N/NW Barstow St. Utility and Street Reconstruction Project.

The City (Owner) has requested Ayres Associates (Consultant) to conduct a traffic engineering review and intersection capacity analysis along Barstow Street from Wisconsin Avenue to E. North Street. Through the City's Downtown Integrated Streets Master Plan, it has been previously identified that the desired to change the cross-section for N/NW Barstow Street from 4-lane undivided to a 2-lane cross section with turn lanes and re-introducing parking. Bike accommodations may be incorporated in the through lanes, with a 14-foot width or, it is possible, with added 5-foot bike lanes. The City will make the final decision on the cross-sectional elements.

The Consultant will evaluate the N/NW Barstow Street corridor for traffic flow and capacity at major intersections based on the desired cross-section of one (1) travel lane in each direction. The existing N/NW Barstow Corridor operates with an interconnect signal system and the evaluation shall continue operation with an interconnected signal system.

The following scope of services has been prepared for this work:

Scope of Services

Task 1 – Data Gathering and Field Reconnaissance:

The Consultant will obtain from the City the following traffic data:

- a. 24 Hour ADT along Barstow Street in the study area and
- b. Intersection turning movement counts for:
 1. NW Barstow Street with E. North Street
 2. NW Barstow Street with E. St. Paul Avenue
 3. NW Barstow Street with Bank Street
 4. N Barstow Street with W. Main Street
 5. N Barstow Street with South Street / Broadway
 6. N. Barstow Street with Wisconsin Avenue
- c. Traffic signal timing parameters and phasing plans for each intersection
- d. City will collect any other traffic data needed upon request

The City will obtain from the UW TOPS Lab and review traffic crash records at each of the six intersections and along the study area for the past five years. If authorized, the Consultant will provide analysis of potential safety countermeasures on specific intersections of concern to the City in the study area.

The Consultant will use forecasted traffic projection information from SEWRPC modeling for 10 years and 20 years out.

The Consultant will conduct limited field observations to confirm physical features at each intersection and existing traffic operations.

Task 2 – Future Traffic Analysis:

The Consultant will perform an analysis of the N/NW Barstow Street corridor for traffic flow and capacity at major intersections based on the desired cross-section of one (1) travel lane in each direction. The Synchro 10 traffic analysis software will be used to perform the analysis and the Highway Capacity

Manual methodologies will be used to report the findings. The Signalized Intersection Capacity Analysis will use projections by the Consultant based on the 20-year projected traffic provided by SEWPRC and will be performed for the following intersections:

1. NW Barstow Street with E. North Street
2. NW Barstow Street with E. St. Paul Avenue
3. NW Barstow Street with Bank Street
4. N Barstow Street with W. Main Street
5. N Barstow Street with South Street / Broadway
6. N. Barstow Street with Wisconsin Avenue

The following two (2) alternatives using the desired single lane in each direction cross-section will be analyzed during the AM and PM peak periods:

1. Traffic evaluation of the N/NW Barstow Street corridor with the existing geometric and signal timing at the E. St. Paul Avenue and E. North Street intersections.
2. Traffic evaluation of the N/NW Barstow Street corridor incorporating the City's potential two-way conversion project of E. St. Paul Avenue and E. North Street.

The goal of these alternatives is to ensure that N/NW Barstow Street lane uses and turn lanes will function well under either scenario.

The City has a pending request to investigate the need for a traffic signal at the intersection of N. Barstow Street & Corrina Boulevard. The City will be conducting a traffic signal warrant study for this intersection and will provide this warrant study information to the Consultant for inclusion in the traffic analysis report.

Task 3 – Development of Traffic Signal Parameters for 2020 Project Completion:

The Barstow Street Corridor is intrinsically tied with operations of other signals and signal systems. Based on the analysis, the Consultant will develop one set of signal timing parameters (AM, MID, PM) for the opening of the project, which is expected to be in 2020. At this time, there is no intent to change the signal timings on the St. Paul / North Street interconnected corridor. In that light, said proposed timings on N/NW Barstow shall be developed in such a way as to not require changes to the timing on St. Paul / North Street. The timing parameters will be submitted to the City as part of a technical memorandum.

Traffic signal timing parameters and phasing plans will be developed by the Consultant and delivered to the City for the following three (3) time periods during a weekday (AM, MID, PM) for the following eight (8) intersections:

1. NW Barstow Street with E. North Street
2. NW Barstow Street with E. St. Paul Avenue
3. NW Barstow Street with Bank Street
4. N Barstow Street with W. Main Street
5. N Barstow Street with South Street / Broadway
6. N. Barstow Street with Wisconsin Avenue
7. W. Main Street & N. East Avenue (coordinated with N. Barstow & W. Main int.)
8. N. East Avenue & Arcadian Avenue (coordinated with W. Main & N. East Ave int.)

If there is a traffic signal to be installed at Corrina Blvd., timing parameters for that signal shall also be provided by the City. Timings for this intersection can be developed by the Consultant, if authorized.

Task 4 – Meetings:

The Consultant will attend the following meetings with the City of Waukesha:

- a. Initial kickoff meeting
- b. Review meeting

Task 5 – Traffic Analysis Report:

The Consultant will prepare a report to document the analysis and its findings. A draft report will be submitted to the City for review and comments. Upon receipt of comments, the Consultant will revise the report accordingly and submit a final copy. All drafts and final copies will be submitted in an electronic format.

Deliverables

The Consultant will deliver the following as a part of this work:

1. Traffic analysis report.
2. Technical memorandum for traffic signal timing parameters for 2020 Project Completion (opening day) for the above referenced eight (8) intersections.

Schedule

The schedule for traffic analysis report and signal timing analysis is as follows:

Traffic Analysis Report - DRAFT:	August 1, 2019
Traffic Analysis Report - FINAL:	August 23, 2019
Traffic Signal Timing Analysis - DRAFT:	October 4, 2019
Traffic Signal Timing Analysis - FINAL:	November 1, 2019

Responsibilities of Owner and Others

The City will provide in a timely fashion, any background information, traffic data and review comments.

Additional Services

The Consultant can perform other services beyond the above scope of services performed upon written authorization.

Fee

We will perform the above services for a lump sum amount of Sixteen Thousand Seven Hundred Dollars (\$16,700). We will not exceed an amount of \$16,700 without your prior approval. The following is a breakdown of our fee:

		Labor Hours					
	Task	Project Manager	Traffic Engineer	Administrative Assistant	Labor Fee	Direct Expenses	Total Fee
#1	Data Gathering and Field Reconnaissance	2	6	0	\$958.99	\$17.40	\$976.39
#2	Future Traffic Analysis	7	44	0	\$5769.24	\$ 0	\$5769.24
#3	Development of Traffic Signal Parameters for 2020 Project Completion	6	24	0	\$3504.73	\$ 0	\$3504.73
#4	Meetings	6	4	2	\$1547.61	\$17.40	\$1565.01
#5	Traffic Analysis Report	8	32	2	\$4831.62	\$ 0	\$4831.62
	Totals	29	110	4	\$16,665.20	\$34.80	\$16,700.00

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this proposal will serve as our authorization to proceed.

This proposal is valid until July 10, 2019 unless extended by us in writing.

Proposed by Ayres Associates Inc

John A. Davis, P.E., PTOE
Supervisor, Traffic Engineering Services