



Professional Services Agreement

MSA Project Number:

This AGREEMENT (Agreement) is made today July 25, 2022 by and between SAUK COUNTY HIGHWAY DEPARTMENT (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name:

Speed Studies

CTH DL, Town of Baraboo

From STH 136 Intersection to 1 mile east of the Old Lake Rd Intersection

CTH V, Town of Winfield

From the Reedsburg City Limits to the Barbra Ann Dr Intersection

The scope of the work authorized is: Attachment C

The schedule to perform the work is:

Approximate Start Date: July 29, 2022

Approximate Completion Date: September 9, 2022 (CTH DL)
October 1, 2022 (CTH V)

The estimated fee for the work is:

CTH DL Speed Study: \$2,500 to \$7,500

CTH V Speed Study: \$2,500 to \$7,500

Not to exceed \$7,500 for each study.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

SAUK COUNTY HIGHWAY DEPARTMENT

MSA PROFESSIONAL SERVICES, INC.

Patrick Gavinski PE
Highway Commissioner
Date: _____

Brian C. Huibregtse
Brian Huibregtse, PE PTOE
Team Leader
Date: 7/25/2022

620 Linn Street
Baraboo, WI 53913
Phone: (608) 355-4380

1702 Pankratz St
Madison, WI 53704
Phone: 608-242-7779

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design.....	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects.....	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners.....	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers.....	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians.....	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$40/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best 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. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven 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. **Costs and Schedules.** 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 of 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.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA 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 MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, 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.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA 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, MSA 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.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

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 and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA 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 MSA 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 amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or 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 MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** 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 hereto.



1702 Pankratz Street
Madison, WI 53704

P (608) 242-7779
TF (800) 446-0679
F (608) 242-5664

www.msa-ps.com

July 8, 2022

Patrick Gavinski PE, Highway Commissioner
Sauk County Highway Department
620 Linn Street
Baraboo, Wisconsin 53913

Re: Speed Studies
CTH DL, Town of Baraboo
From STH 136 Intersection to 1 mile east of the Old Lake Rd Intersection

CTH V, Town of Winfield
From the Reedsburg City Limits to the Barbra Ann Dr Intersection

Dear Mr. Gavinski

MSA Professional Services, Inc. (MSA) is pleased to have the opportunity to propose on the Traffic Speed Studies along CTH DL and CTH V in Sauk County.

MSA has experience completing speed studies for communities throughout Wisconsin, including recently completed studies for the Green Lake County Highway Department and the Wisconsin Department of Transportation (WisDOT) – SW Region. MSA has also completed several 'spot' safety reviews for other County Highway departments ranging from sight distance assessments to signage and pavement marking recommendations and geometric improvements. This experience with both speed studies and roadway safety reviews sets MSA up well to assist the Highway Department with the review of speeds while taking into consideration the safety impacts for all modes of transportation.

The scope of work below is intended to provide the County the necessary information to establish a speed limit that is in compliance with state statutes and is enforceable to the traveling public.

SCOPE OF WORK

MSA proposes to complete the following tasks described below based off requirements discussed in WisDOT's Traffic Engineering, Operations & Safety Manual, Chapter 13, Section 5, Speed Limits. This document references two likely criteria for county trunk highway roads:

- (1) For CTH roads, the Fixed Limits per State Statute 346.57(4) is 55 mph and
- (2) 35 mph for semi-urban districts outside the corporate limits of a city or village.

The state statutes allow the local governing authority the ability to lower the speed limit by 10 mph prior to requiring WisDOT approval. The guidelines state, "*All speed limit changes **shall** be based on a traffic engineering study, including modifications allowed under State Statute. Local governments can implement speed limit changes on the local road system without WisDOT approval when proposals are within the constraints identified above.*"

Based on a desktop review, this area of CTH V appears to potentially have areas that could be considered within the semi-urban criteria due to the number of buildings within the study area. This classification would allow the County more flexibility for establishing an updated speed limit without approval from WisDOT.

Patrick Gavinski PE, Highway Commissioner
Sauk County Highway Department
July 8, 2022

Task A – Traffic Data Collection

While state guidelines allow speed studies to be completed with as little as one hour of data, MSA will set automatic traffic recorders using road tubes for a 48-hour period during the week to collect a large sample of vehicle speeds by direction at no additional cost to the Highway Department. This data will be recorded in hourly intervals to determine the 85th percentile speed, mean speed (50th percentile), pace speed and speed distribution for each location recorded.

CTH DL: MSA proposes to set up to **three (3)** road tube traffic recorders along the corridor to gain an understanding of how speeds may change based on location and geometric conditions. The three general locations are described below and shown in **Exhibit A** attached at the end of this proposal.

CTH DL Road Segment
1. Between N. Shore Road and Old Lake Road
2. Between Old Lake Road and CTH DL Structure
3. Between CTH DL Structure and Steinke Basin Parking Lot

CTH V: MSA proposes to set up to **two (2)** road tube traffic recorders along the CTH V corridor to gain an understanding of how speeds may change based on the horizontal curves within the project limits. The two general locations are described below and shown in **Exhibit B**.

CTH V Road Segment
1. Between Barbara Ann Road & Hay Creek Bridge
2. Between Hay Creek Bridge & Webb Ave

MSA will work with the County to confirm locations prior to setting. If the County is interested in adding or reducing the number of count locations, MSA can provide an updated cost estimate to accurately reflect the number of counts as appropriate.

Task B – Collection of Location-Specific Data

During the set-up of the traffic recorders the existing roadway conditions along the corridor will be documented using photos and roadway measurements (lane widths, shoulder widths, etc.). Pertinent traffic controls, topographic and geometric features, pavement surface characteristics and unique access locations will be photographed and noted.

At the three horizontal curves east of Old Lake Road along CTH DL, field equipment will be used to evaluate the cross slope at the apex of the curve to assess the existing super elevation of the roadway. Topographic survey is not included, but could be added as an additional service if horizontal and vertical curves are believed to be outside of current design standards.

Task C – Crash Records Review

Traffic crash records will be requested from the University of Wisconsin Traffic Operations and Safety Lab (TOPS) for the most recent five years within each study area. These reports will be reviewed to discern the pertinent details of any crashes. A brief summary of the findings noting crash type and severity, time and day of the incident, and any unusual roadway or weather conditions will be made.

Task D - Current Level of Enforcement

MSA will contact County officials to discuss current levels of enforcement within the project limits at both locations and include the discussion in the report.

Patrick Gavinski PE, Highway Commissioner
Sauk County Highway Department
July 8, 2022

Task E – Report Preparation

MSA will prepare a brief report summarizing the study and conclusions. The report will include copies of the speed distributions, traffic data, condition diagrams and photos for each location. In addition, MSA will discuss possible traffic calming measures including, but not limited to, traffic signage and pavement markings. Included in the assessment of CTH DL is one conceptual multimodal improvement at the N. Shore access location of Devil's Lake State Park. Included in the assessment of CTH V is a concept recommendation for pedestrian linkage improvements. Cost estimate or construction plans for either location are not included. Modification to the report beyond the scope of this contract based on review by entities outside the Sauk Highway Department would be considered an additional service beyond this scope.

Task F – WisDOT Speed Limit Request Documentation

If determined necessary based on the finding of each report, MSA will complete the WisDOT Speed Study Cover Letter and attach the completed Speed Study Report. This Cover Letter will need to be submitted to WisDOT by the County. Additional coordination or documentation is not included.

PROJECT COST

The estimated cost for MSA to complete the services outlined in this scope is estimated (*within a \$5,000 range*) to be:

CTH DL Speed Study: \$2,500 and \$7,500

CTH V Speed Study: \$2,500 and \$7,500

Meetings

No meetings are included as part of this proposal. Attendance at any public or other project-related meetings to discuss the findings would be considered an additional service beyond this scope.

Schedule

MSA will collect data at the CTH DL locations within approximately three weeks of receiving authorization to proceed, and prior to Labor Day. The time to complete Task A is weather dependent as roads need to be dry during setting. MSA will submit a draft report within approximately four weeks after completing Task A.

MSA will collect data at the CTH V locations after Labor Day, but prior to October 1, 2022. The time to complete Task A is weather dependent as roads need to be dry during setting. MSA will submit a draft report within approximately four weeks after completing Task A.

Additional Services - Data Collection

Due to the variety of users at Devil's Lake State Park, the County may want to consider a more detailed data collection method to gather information on park users along the corridor. Road tube classification beyond vehicles is limited. As part of an "If Authorized" additional service, MSA could set our Video Data Collection cameras at the N. Shore Road Access to the park and record the data for daylight hours (say 14 hours, but exact duration could be discussed). This data could then be processed to determine the number of bicycles, pedestrians, vehicles and even boat trailers that utilize both the corridor and the park driveways. This information would help us assist the County with evaluating safety improvement recommendations in that area. The cost to complete this additional service would be \$1,050.

Patrick Gavinski PE, Highway Commissioner
Sauk County Highway Department
July 8, 2022

It is also noted that completion of a speed and engineering study does not guarantee a reduced speed limit. The recommended speed will be based on the collected data, results of the report, engineering judgment and adherence to the state statutes.

Sincerely,
MSA Professional Services, Inc.



Brian Huibregtse, P.E., PTOE
Traffic Team Leader
(608) 242-6650 | bhuibregtse@msa-ps.com