



# WILDWOOD

## MEMORANDUM

To: Board of Public Safety

From: Rick Brown, Director of Public Works / City Engineer

Date: October 12, 2021

Re: Thunderhead Canyon Drive Traffic Study Proposal

At the September meeting, the Board evaluated and approved measures to address speeding traffic on Thunderhead Canyon Drive. At that meeting, there was also a discussion regarding hiring a qualified traffic engineering firm to complete a traffic study to evaluate the feasibility of reducing the amount of non-local traffic on the road.

In response, Department contacted the engineering firm, Lochmueller Group, and requested a traffic study proposal, which has been attached to this memorandum.

Lochmueller's proposal is split into two phases:

Phase 1 - Corridor Traffic Study = \$9,900

Phase 2 – Traffic Calming Assessment = \$5,800

Summary of Scope of Work: The study would focus on conditions during the weekday morning and afternoon commuter peak periods to quantify the volume of traffic utilizing the roadway and estimate how much of the traffic is attributable to local residents versus external “cut through” trips. Turning movement counts would be collected at the intersections of Thunderhead Canyon Drive with Westglen Farms Drive and Clayton Road and tracing counts would be collected to quantify end-to end through trips. If desired, Phase 2 could be completed to assess potential traffic calming measures on Thunderhead Canyon Drive.

I will be available to discuss this proposal at the October 14<sup>th</sup>, 2021, Board of Public Safety meeting.

RCB



411 North 10th Street, Suite 200  
St. Louis, Missouri 63101  
PHONE: 314.621.3395

**AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES**

**DATE: OCTOBER 6, 2021**

**LOCHMUELLER PROJECT No: 521-0131-00P**

**CLIENT: CITY OF WILDWOOD  
16860 MAIN STREET  
WILDWOOD, MO 63040**

**PROJECT NAME/LOCATION: TRAFFIC STUDY FOR THUNDERHEAD CANYON DRIVE IN WILDWOOD, MISSOURI**

**SCOPE/INTENT AND EXTENT OF SERVICES:**

The basic services to be provided by CONSULTANT under this Agreement are as set forth in Appendix "A" ("Services") attached hereto and incorporated herein by reference.

**FEE ARRANGEMENT:**

LOCHMUELLER shall receive payment for the Services performed under this Agreement as set forth in Appendix "D" attached hereto and incorporated herein by reference.

**SCHEDULE:**

LOCHMUELLER shall deliver the Services to the CLIENT in accordance with the Schedule contained in Appendix "C" attached hereto and incorporated herein by reference.

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF. PLEASE REVIEW THEM CAREFULLY.**

**OFFERED BY: LOCHMUELLER GROUP, INC.**

**ACCEPTED BY: CITY OF WILDWOOD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**LOCHMUELLER GROUP INC. (LOCHMUELLER)** shall perform the services outlined in this Agreement for the stated fee arrangement.

#### ACCESS TO SITE

Unless otherwise stated, **LOCHMUELLER** and its **SUBCONSULTANT's**, if any, shall have access to the site for activities necessary for the performance of the services. **LOCHMUELLER** and its **SUBCONSULTANT's** will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

#### BILLING AND PAYMENTS

Invoices for **LOCHMUELLER's** services shall be submitted, at **LOCHMUELLER's** option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.** If the invoice is not paid within 30 days, **LOCHMUELLER** may, without waiving any claim or right against the **CLIENT**, and without liability whatsoever to the **CLIENT**, terminate the performance of the service.

#### LATE PAYMENTS

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including attorney's fees and all court costs.

#### ADDITIONAL OR CHANGE IN SERVICES

In the event that the **CLIENT** requires additional or a major change in scope, character, or complexity of the services after the services have progressed as directed by the **CLIENT**, adjustments in compensation to **LOCHMUELLER** and in time for performance of the services as modified shall be determined through negotiations between the **CLIENT** and **LOCHMUELLER**. **LOCHMUELLER** shall not commence the additional services or the change of the scope of the services until an amendment to the Agreement is executed and **LOCHMUELLER** is authorized to proceed in writing by the **CLIENT**.

#### CERTIFICATIONS AND STANDARD OF CARE

Guarantees and Warranties: **LOCHMUELLER** shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence **LOCHMUELLER** cannot ascertain. Any opinions or probable project costs or construction costs rendered by **LOCHMUELLER** represent its best judgment and are furnished for general guidance only. **LOCHMUELLER** makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. **LOCHMUELLER** warrants only that it will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances at the time that the services are provided ("Standard of Care"). No other warranty, expressed or implied, is made or intended by this Agreement.

#### RESPONSIBILITY FOR CLAIMS

In recognition of the relative risks, rewards and benefits of the project to both the **CLIENT** and **LOCHMUELLER**, the risks have been allocated such that the **CLIENT** agrees that, to the fullest extent permitted by law, **LOCHMUELLER's** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of **LOCHMUELLER's** total compensation for services paid and received by **LOCHMUELLER** under this Agreement. Such causes include, but are not limited to **LOCHMUELLER's** negligence, errors, omissions, or breach of contract. **LOCHMUELLER** shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

#### NO PERSONAL LIABILITY

Notwithstanding any other provisions of this Agreement to the contrary, **LOCHMUELLER's** officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to **LOCHMUELLER's** performance or non-performance of the Agreement. **CLIENT** will look solely to **LOCHMUELLER** for its remedy for any claim arising out of or related to this Agreement.

#### CONSEQUENTIAL DAMAGES

**CLIENT** and **LOCHMUELLER** further agree to waive, on behalf of their assigns, employees, agents, and successors-in-interest, any and all consequential damages arising out of their responsibilities hereunder. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

#### SUBCONTRACTORS

If **LOCHMUELLER** has been asked by the **CLIENT** to subcontract certain geotechnical services on behalf of the **CLIENT**, **LOCHMUELLER** agrees to do so only as an accommodation to the **CLIENT** and in reliance upon the **CLIENT's** assurance that the **CLIENT** will make no claim to bring any action at law or in equity against **LOCHMUELLER** as a result of this subcontracted service. The **CLIENT** understands that **LOCHMUELLER** is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the **CLIENT** shall not rely upon **LOCHMUELLER** to check the quality or accuracy of their services. In addition, the **CLIENT** agrees to the fullest extent permitted by law to indemnify and hold **LOCHMUELLER** harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of **LOCHMUELLER**.

## CONTROLLING LAW AND DISPUTE RESOLUTION

This Agreement is to be governed by and interpreted in accordance with the law of the State where the project is located. If either **CLIENT** or **LOCHMUELLER** has a Claim against the other, the claimant shall promptly give written notice thereof and both Parties shall, in the first instance, endeavor in good faith to negotiate a settlement of the claim. If the Parties cannot resolve the dispute by negotiation, the Parties shall participate in mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and with a neutral third-party mutually acceptable to them, and they will share equally in the cost of the mediation. If the Parties do not resolve the dispute within three (3) months of starting the mediation, the Parties may proceed with litigation. All litigation shall be in a federal or state court situated in the county in which the project resides, subject to applicable law.

## TERMINATION OF SERVICES

This Agreement may be terminated by the **CLIENT** or **LOCHMUELLER** should the other fail to perform its obligations hereunder. In the event of termination, the **CLIENT** shall pay **LOCHMUELLER** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

## OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by **LOCHMUELLER** as instruments of service shall remain the property of **LOCHMUELLER**. **LOCHMUELLER** shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

## ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. **CLIENT** agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

## FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

## SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

## HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

## REPRESENTATIONS

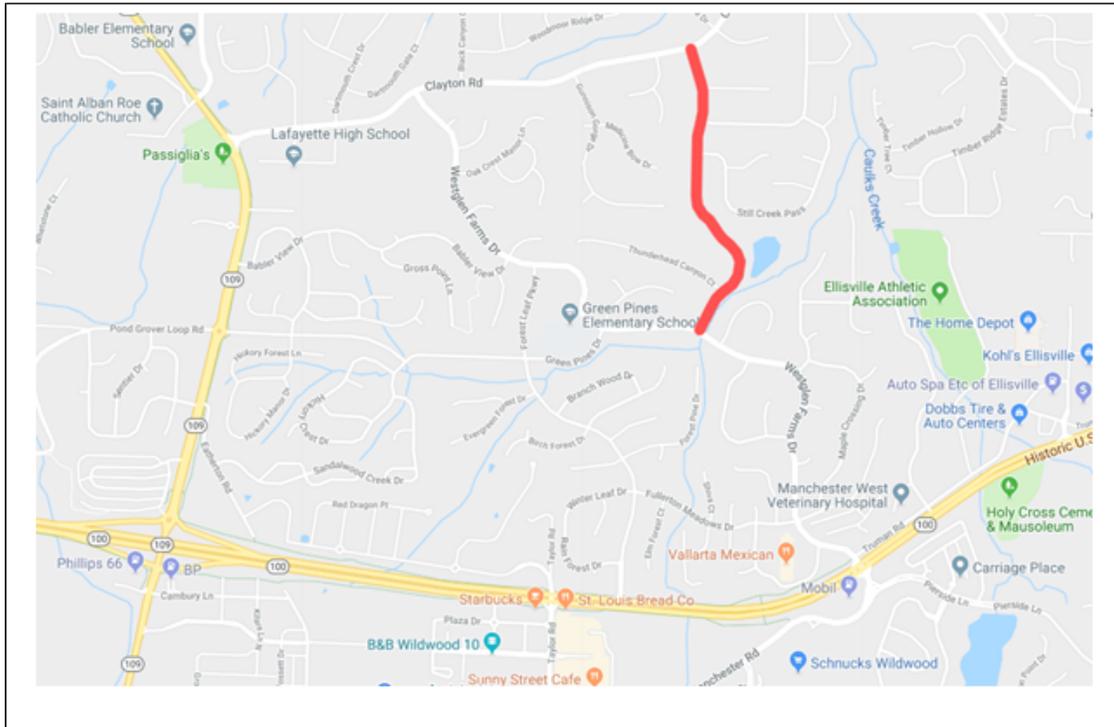
Each party represents and warrants to the other that:

- a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- c) The individual(s) signing on its behalf is/are duly authorized to execute this Agreement to legally bind such party.

# ATTACHMENT “A”

## PROJECT DESCRIPTION

The City of Wildwood has requested a traffic study to evaluate the prevalence of cut-through traffic and related concerns along Thunderhead Canyon Drive. The residential roadway provides a connection between Clayton Road and Westglen Farms Drive, as shown in red:



The study would focus on conditions during the weekday morning and afternoon commuter peak periods to quantify the volume of traffic utilizing the roadway and estimate how much of the traffic is attributable to local residents versus external “cut through” trips. Turning movement counts would be collected at the intersections of Thunderhead Canyon Drive with Westglen Farms Drive and Clayton Road, tracing counts would be collected to quantify end-to-end through trips, and spot speed measurements would be collected to determine typical travel speeds along the roadway.

Should it be determined that excessive traffic or high travel speeds are a concern, an optional phase of work would be completed to assess potential traffic calming measures.

**Phase I – Corridor Traffic Study**

1. Inspect the study area to identify potential traffic-related issues, safety concerns, and existing operating conditions.
2. Collect turning movement counts at the intersections of Thunderhead Canyon Drive with Westglen Farms Drive and Clayton Road during the morning (7:00-9:00 a.m.) and afternoon (4:00-6:00 p.m.) peak hours of a typical weekday.
3. If the City can provide 24-hour mechanical traffic count data along Thunderhead Canyon Drive, it would be reviewed to determine flows throughout the course of a typical weekday. These daily counts will be used to relate peak hour counts to overall Average Daily Traffic (ADT) flows.
4. Perform vehicle “tracing counts” at each end of Thunderhead Canyon Drive to quantify the existing travel patterns and approximate the number of trips that travel end-to-end versus those that have origins or destinations within the adjoining neighborhood.
5. Collect spot free-flow travel speed data along Thunderhead Canyon Drive during each peak period. Data would be collected using a radar gun, and a statistically significant number of random samples will be collected to establish 85<sup>th</sup>-percentile travel speeds.
6. Participate in one meeting with City staff to review the analysis and recommendations.
7. Prepare a written report summarizing our findings and conclusions. A draft report would be provided to you for your review prior to finalization. When finalized, the report would be submitted to the City of Wildwood.

**Phase II – Traffic Calming Assessment (if necessary)**

8. Should it be determined that excessive traffic or travel speeds are a concern, an assessment will be prepared to recommend appropriate traffic calming measures.
9. These recommendations would be based on current best practices and consider the physical characteristics of Thunderhead Canyon Drive, existing access points, and the character of the neighborhood.
10. Prepare a memorandum summarizing our findings and conclusions. The memo would include *schematic* concepts of any recommended treatments as well as photos of similar treatments at other locations for reference.

## ATTACHMENT "B"

### INFORMATION AND SERVICES TO BE PROVIDED BY CLIENT

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The client will provide 24-hour mechanical traffic count data for our review.

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## ATTACHMENT "C"

### SCHEDULE

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The Traffic Study will be submitted within four weeks of notice-to-proceed and provision of mechanical traffic counts (if available).

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## ATTACHMENT "D"

### COMPENSATION

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#### 1.0 AMOUNT OF PAYMENT

1.1 LOCHMUELLER shall receive compensation for such professional services under the Scope of Services of Attachment "A" of this Agreement on a time-and-materials basis for a fee not-to-exceed \$9,900.00 for Phase I and an additional \$5,800.00 for Phase II (if necessary). Should any additional services be requested, they would be completed on an hourly and expense rate basis based on the rates set forth in the attached rate schedule EXHIBIT "1", attached hereto and incorporated herein by reference.

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