

**Richland County
Executive & Finance Standing Committee**

July 8, 2024

NOTICE OF MEETING

Please be advised that the Richland County Executive & Finance Standing Committee will convene on Tuesday, July 9, 2024 at 5 PM in the Richland County Board Room of the Courthouse at 181 West Seminary Street, Richland Center, WI 53581.

Information for attending the meeting virtually (if available) can be found at the following link:

<https://administrator.co.richland.wi.us/minutes/executive-and-finance-committee/>

If you have any trouble accessing the meeting, please contact MIS Director Barbara Scott at 608-649-5922 (phone) or barbara.scott@co.richland.wi.us (email).

Amended Agenda

1. Call To Order
2. Roll Call
3. Verification Of Open Meetings Law Compliance
4. Approval Of Agenda
5. Approval Of Minutes From June 11, 2024
6. Public Comment
7. Reports
 - A. Veterans Service Officer Quarterly Report
 - B. Administrator's Report: 2025 Budget Overview & Campus Update
8. Resolution Approving Purchase Of 15 Desktop Computers
9. Resolution Approving The Purchase An Air Conditioner Unit For The Server Room
10. Resolution of Support Calling for State Investment in Mental Health Funding
11. Discussion & Possible Action: Repairs To West Bridge On UW Campus
12. Discussion & Possible Action: Approval Of Change Order For Radio Tower Project Bird Study
13. Discussion & Possible Action: Provision Of Corporation Counsel Services Through Contracted Staff Or County Employee
14. Discussion & Possible Action - Committee Appointments: Southwest Wisconsin Regional Planning Commission, Board Of Adjustments, And Southwest Wisconsin Community Action Program
15. Discussion & Possible Action: Procedure To Fill Upcoming County Treasurer Vacancy
16. Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(F): Considering Financial, Medical, Social Or Personal Histories Or Disciplinary Data Of Specific Persons, Preliminary Consideration Of Specific Personnel Problems Or The Investigation Of Charges Against Specific Persons Except Where Par. (B) Applies Which, If Discussed In Public, Would Be Likely To Have A Substantial Adverse Effect Upon The Reputation Of Any Person Referred To In Such Histories Or Data, Or Involved In Such Problems Or Investigations – Consideration Of Conduct Of Public Officials
17. Return To Open Session
18. Possible Action On Items From Closed Session
19. Correspondence
20. Future Agenda Items
21. Adjourn

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Executive & Finance Standing Committee.

Derek S. Kalish
County Clerk

Richland County Executive & Finance Standing Committee

June 11, 2024

The Richland County Executive & Finance Standing Committee convened on Tuesday, June 11, 2024 in person and virtually at 5:00 PM in the County Boardroom of the Richland County Courthouse.

Call To Order: Committee Chair Williamson called the meeting to order at 5:00 PM.

Roll Call: Clerk Kalish conducted roll call. Committee members present: Williamson, Turk, Carrow, Manning, Gill, Rynes, and Glasbrenner. Committee member(s) absent: Frank and Couey.

Pledge Of Allegiance: Clerk Kalish led the Pledge of Allegiance.

Verification Of Open Meetings Law Compliance: Clerk Kalish confirmed the meeting had been properly noticed.

Approval Of Agenda: Motion by Manning second by Turk to approve agenda with item #12 addressed immediately following item #6. Motion carried and agenda with order adjustment declared approved.

Approval Of Minutes From May 14, 2024 Meeting: Committee Chair Williamson asked if any member desired the minutes of the May 14, 2024 meeting be read or amended. Hearing no motion to read or amend the minutes of the May 14, 2024 meeting, Committee Chair Williamson approved as published.

Public Comment: None.

Discussion & Possible Action - Review Of Strategic Plan: Administrator Pesch reviewed the most recent strategic plan and that goal may need to be reestablished as many items on the previous plan have been accomplished. Dr. Tessia Melvin from David Drown Associates provided brief overview of position analysis questionnaire that will be used for the compensation and classification study. Supervisor Glasbrenner noted the importance of maintain the strategic plan and its impact on county planning. Administrator Pesch noted that the facilities assessment in progress may also have an impact on future operations and planning. No action taken on this agenda item.

Resolution Approving Purchase Of Finance, Payroll, and Human Resources Software From Tyler Technologies: Administrator Pesch reviewed the updated quote received from Tyler Technologies for finance, payroll, and human resources software and noted one time fees of \$163,505 and recurring fees of \$119,383. Motion by Manning second by Glasbrenner to approve quote at a cost not to exceed \$283,505 for the initial setup and first year fees and a cost not to exceed \$120,000 for annual recurring fees. Motion carried and quote declared approved. Agenda item forwarded to full County Board for approval.

Discussion & Possible Action - Resolution Approving 2025 Capital Improvement Plan: Administrator Pesch reviewed the proposed 2025 Capital Improvement Plan and noted the significant reduction in anticipated need for short-term borrowing in 2025. Motion by Glasbrenner second by Gill to approve the 2025 Capital Improvement Plan as presented. Motion carried and agenda item forwarded to full County Board for approval.

Discussion & Possible Action - Resolution Approving The Sheriff's Office's Purchase Of New Mobile And Portable Radios For The New Radio System: Sheriff Porter reviewed the resolution for

Richland County Executive & Finance Standing Committee

purchase of new radios. Motion by Manning second by Gill to approve the resolution approving the Sheriff's Office's purchase of new mobile and portable radios for the new radio system. Motion carried and resolution forwarded to full County Board for approval.

Discussion & Possible Action - Rental Of Office Space In Community Services Building: Attorney Windle noted the rental agreements are a work in progress. Motion by Carrow second by Rynes to allow Attorney Windle to draft and execute rental agreements for office space in the Community Services Building. Motion carried.

Discussion & Possible Action - Review Of ARPA Allocations: Administrator Pesch reviewed the ARPA allocations and remaining funds. No action taken on this agenda item.

Discussion & Possible Action - Corporation Counsel Services: Administrator Pesch reviewed the recent costs of contracted Corporation Counsel services and inquired as to whether or not there was interest in having said services provided by a full-time county employee versus contracted as they are now. Attorney Windle noted that after being appointed as the county's negotiator for UW campus matters, the workload lessened, but does foresee an increase once the Campus Reconfiguration Committee tasks pick up. Assistant District Attorney Forehand expressed disappointment in not being consulted on this agenda item. Attorney Windle noted that it may be difficult for Corporation Counsel duties to be performed by one person. Supervisor Turk suggested looking into the option of having Corporation Counsel services performed by a full-time county employee. Supervisors Glasbrenner and Gill agreed. Not action taken on this agenda item.

Discussion & Possible Action – Memorandum Of Understanding With Neighborhood Housing Services: No action taken on this agenda item.

Discussion & Possible Action – Payment Method For County Board Supervisors: Administrator Pesch reviewed information regarding Wisconsin State Statutes 59.13 that was discussed at the recent COWS conference. Clerk Kalish provided the number of meetings per diems were paid for in 2023 and 2024. Consensus was reached for Administrator Pesch to complete further research and report back to committee. No action taken on this agenda item.

Discussion & Possible Action – Reading Of Resolutions At County Board Meeting: Clerk Kalish questioned whether or not resolutions presented for approval at County Board meetings still need to be read. Brief discussion followed. Consensus was reached for County Clerk to continue to read a portion of resolutions at County Board meetings as done in the past. No action taken on this agenda item.

Discussion & Possible Action – Review Of Cost Share Formula: Administrator Pesch referred committee to Wisconsin State Statutes 79.02 for further clarification on cost share formula. Supervisor Gill noted the large impact of shared revenue and the importance of understanding its impact on the county and its operations. No action taken on this agenda item.

Discussion & Possible Action – Review Of Pine Valley Community Village 2023 Audit: Finance Director Erbs reviewed the Pine Valley Community Village 2023 audit. No action taken on this agenda item.

Richland County
Executive & Finance Standing Committee

Appointments – Board Of Adjustment: No action taken on this agenda item.

Correspondence: None.

Future Agenda Items:

Discussion & Possible Action: Confirmation of Ethics Board

Adjourn: Motion by Manning second by Rynes to adjourn. Motion carried and meeting adjourned at 6:46 PM.



Derek S. Kalish
County Clerk

2024 Forms filed

2024 Forms filed													JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC		
21-22 Veterans Service Org. as Representative																1	3	3	5							
21-0966 Intent to File a Claim																1	1									
21-526ez Application for Disability Comp. and Related Benefits														1		4	3	3	7							
21-527ez Application for NSC Pension																										
21-8940 Application for Individual Unemployability																										
21-0845 Authorization to Disclose PII to a Third Party																										
21-686C Application Request to Add/ Remove Dependents																3	1									
20-0996 Review Request: Higher Level Review														3			1	1								
20-0995 Review Request: Supplemental Claim																1		2	1							
21-2680 Housebound or Aid & Attendance																										
21-0972 Alternate Signer Certification																										
21-4138 Statement in Support of Claim														3		1		2	1							
10-10d Application for CHAMPVA																	1									
10-10ez Application for VA Health Care																1	1	1								
10-10ezr Health Benefits Update Form																										
21p-534ez DIC & Survivors Pension																			2							
21p-530 Burial Benefits Application																1	1	2								
27-2008 Burial Flag Application														1		3	6	5								
40-1330 Application for Bronze Marker														5		4	1	1	3							
40-0247 Presidential Memorial Certificate Request																										
STATE																										
2500-123 State Park Pass														1		1			1							
3010 Drivers License Identifier														1		1		1								
4000 Application for a Wisconsin Veterans Home																										
4002 Authorization for Disclosure of Health Information																										
2096 CVSO Tax Abatement Verification Form																1	1		3							
2097 Certification for Property Tax Credit																1	1		3							
57 VSO Grant Packet																										
other														12		14	21	11	14							
2024 TOTALS PER MONTH														27		37	39	32	40							
2023 TOTALS PER MONTH														62		45	36	27	40	31	37	35	23	36	41	39
2022 TOTALS PER MONTH														40		35	29	22	25	27	26	38	36	56	34	36
2021 TOTALS PER MONTH																		35	46	48	52	33	46	50	41	48

419
404

Richland County Veterans Service Office Monthly Numbers														
2024	JANUARY		FEBRUARY		MARCH		APRIL		MAY		JUNE			
	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins		
1	/	/	17	3	18	3	35	13	18	4				
2	27	8	27	2			23	10	16	5				
3	36	11					/	/	/	/	40	9		
4	28	8			26	6	33	7			24	10		
5	23	3	26	6	23	11	17	6			29	10		
6			23	11	25	10			32	9	35	7		
7			27	7	27	4			20	15	31	5		
8	26	5	17	4	25	5	22	4	20	11				
9	23	3	12	3			29	13	27	3				
10	33	7					34	7	23	7	24	5		
11	26	8			24	7	21	3			21	4		
12	13	1	21	6	30	6	25	10			29	6		
13			33	9	26	9			20	13	20	6		
14			29	10	21	10			19	11	17	3		
15	21	4	18	4	18	3	/	/	25	6				
16	22	8	19	4			/	/	18	7				
17	15	9					/	/	27	10				
18	17	3			22	4	/	/						
19	24	6	32	10	36	10	/	/						
20			33	8	24	5			19	11				
21			28	18	25	11			21	9				
22	23	5	17	4	23	2	68	3	24	17				
23	25	5	22	4			46	9	19	10				
24	22	5					39	20	13	11				
25	16	5			33	10	19	8						
26	18	6	21	4	20	5	26	1						
27			14	12	17	3			/	/				
28			31	8	33	6			26	6				
29	29	9	26	5	/	/	22	9	22	12				
30	23	9					28	12	27	6			half year	
31	33	7						/	/				calls	visits
2024														
2023	494	164	468	163	536	156	361	169	582	238	485	120	2926	1010
2022			416	81	423	118	324	85	400	129	392	112	2389	487
2021									478	149	608	98		

Richland County Committee

Agenda Item Cover

Agenda Item Name: Approval of purchase of 15 desktop computers

Department	MIS	Presented By:	Barbara Scott
Date of Meeting:	07/09/2024	Action Needed:	Approval
Disclosure:	Open Session	Authority:	
Date submitted:	06/18/2024	Referred by:	

Recommendation and/or action language:

Motion to ... approve the purchase of 15 desktop computers from J-Comp Technologies for a total amount of \$14,385.00.

Background: *(preferred one page or less with focus on options and decision points)*

Each year MIS sets aside funds in the CIP budget for the purchase of new computers. These computers are on a 6-year replacement schedule to ensure that our employees can work efficiently. These computers were budgeted in the 2024 CIP and we are requesting a total of 15.

Quotes were sought from 3 vendors and are attached. The recommendation is to purchase from J-Comp Technologies from Baraboo.

Attachments and References:

Quotes from J-comp, SHI, and CDWG	
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Financial Review:

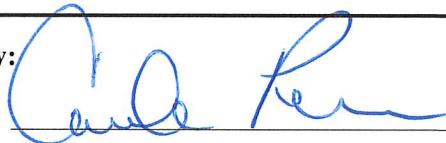
(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
X	Other funding Source	2024 MIS CIP allotment	
<input type="checkbox"/>	No financial impact		

(summary of current and future impacts)

Approval: Barbara J Scott

Review:



Department Head

Administrator, or Elected Office (if applicable)

RESOLUTION NO. 24 - XX

Resolution Approving The Purchase Of 15 Desktop Computers.

WHEREAS Barbara Scott the Director of Management Information Systems has advised the Executive and Finance Standing Committee that Richland County needs to update our computer inventory on a 6-year rotation and that the MIS CIP plan has been designed to update computers every year,

WHEREAS the Executive and Finance Standing Committee has carefully reviewed the request to purchase 15 desktop computers, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the purchase of 15 Desktop computers from J-comp Technologies in the amount of \$14,385.00, and

BE IT FURTHER RESOLVED that funds to carry out this Resolution shall come from the 2024 MIS CIP Budget, and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

AYES_____ NOES_____

RESOLUTION _____

DEREK S. KALISH
COUNTY CLERK

DATED: JULY 16, 2024

RESOLUTION OFFERED BY THE EXECUTIVE &
FINANCE STANDING COMMITTEE
(09 JULY 2024)

FOR AGAINST

STEVE CARROW
KEN RYNES
GARY MANNING
MARK GILL
INGRID GLASBRENNER
DAVID TURK
BOB FRANK
STEVE WILLIAMSON
MARC COUEY



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

BARBARA SCOTT,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CF46VG	6/13/2024	LENOVO M70 PDF QUOTE	5296910	\$1,135.61

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre M80s Gen 3 - SFF - Core i5 12500 3 GHz - vPro Enterprise	1	6941783	\$1,047.37	\$1,047.37
Mfg. Part#: 11TG0001US				

SUBTOTAL	\$1,047.37
SHIPPING	\$29.04
SALES TAX	\$59.20
GRAND TOTAL	\$1,135.61

PURCHASER BILLING INFO	DELIVER TO
Billing Address: BARBARA SCOTT RICHLAND COUNTY 221 W SEMINARY ST RICHLAND CENTER, WI 53581-2358 Phone: (608) 649-5922 Payment Terms:	Shipping Address: RICHLAND COUNTY HEALTH & HUMAN SERV ATTN:BARBARA SCOTT 221 W SEMINARY ST RICHLAND CENTER WI, WI 53581 Phone: (608) 649-5922 Shipping Method: FEDEX Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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Richland County MIS
June 11, 2024

Prepared By:
Robert C. Carns MCSE, CCNA, CCDA, MCNE, CCA

Qty.	Description	Price
1	Lenovo M70s - SFF Desktop SFF Case with 260W P/S Intel Core i5 12th Gen 2.5GHz 6P + 0E Core CPU 1 x 16GB DDR4-2933 DVDRW Drive 256GB SSD Hard Drive 1 x HDMI / 2 x DisplayPort Integrated Intel NIC Integrated Sound USB Keyboard / USB Mouse Windows 11 Pro 64bit 3 Year Onsite Warranty	\$ 959.00

Total	\$ 959.00
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Pricing Proposal

Quotation #:	24971092
Description:	Lenovo M70 Desktop
Created On:	Jun-13-2024
Valid Until:	Jun-30-2024

Richland County WI

Barbara Scott
221 West Seminary Street
RICHLAND CENTER
WI
53581
US
Phone: 6086495922
Fax:
Email: barbara.scott@co.richland.wi.us

[Click here](#) to order this quote

All Prices are in US Dollar(USD)

Product		Qty	Your Price	Total
1	Lenovo ThinkCentre M80s Gen 3 11TG Lenovo - Part#: 11TG0001US	1	\$994.00	\$994.00
			Subtotal	\$994.00
			Shipping	\$0.00
			*Tax	\$54.67
			Total	\$1,048.67
*Tax is estimated. Invoice will include the full and final tax due.				

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

RESOLUTION NO. 24 - XX

Resolution Approving The Purchase An Air Conditioner Unit For The Server Room.

WHEREAS an emergency purchase for an air conditioning unit in the server room was needed to ensure continued functionality of computer systems and the appropriate environmental controls, and

WHEREAS the Executive and Finance Standing Committee has carefully reviewed the emergency request for the purchase and installation of an air conditioning unit for the server room, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted to pay an invoice from Wertz Plumbing and Heating in the amount of \$10,299 for the emergency purchase and installation of an air conditioning unit for the server room, and

BE IT FURTHER RESOLVED that funds to carry out this Resolution shall come from the county's Contingency Fund (Fund 11), and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

AYES _____ NOES _____

RESOLUTION _____

DEREK S. KALISH
COUNTY CLERK

DATED: JULY 16, 2024

RESOLUTION OFFERED BY THE EXECUTIVE &
FINANCE STANDING COMMITTEE
(09 JULY 2024)

FOR AGAINST

STEVE CARROW
KEN RYNES
GARY MANNING
MARK GILL
INGRID GLASBRENNER
DAVID TURK
BOB FRANK
STEVE WILLIAMSON
MARC COUEY

RESOLUTION NO. _____

TO THE HONORABLE BOARD OF SUPERVISORS OF RICHLAND COUNTY,
WISCONSIN MEMBERS,

WHEREAS, Richland County (“County”) is concerned that the public mental health system in Wisconsin is in need of additional resources to respond appropriately to the needs of individuals with persistent mental illness and those experiencing a mental health crisis; and

WHEREAS, state law designates counties with the responsibility for the well-being, treatment, and care of individuals with mental illness, and serving those without private insurance coverage; and

WHEREAS, the Medical Assistance program (MA) covers an array of mental health services, ranging from office-based therapy to inpatient hospitalization, and many of these services are delivered by counties; and

WHEREAS, Community Support Programs (CSP) offer intensive community-based care for adults whose mental illness and functional limitations might otherwise require them to need institutionalized care. Counties use CSP services to keep people out of extended hospitalizations and support people in the community following emergency detentions; and

WHEREAS, counties are required to provide Crisis intervention services including an emergency mental health services program to serve persons in crisis situations; at a minimum, 24-hour crisis telephone service and 24-hour in-person response on an on-call basis; and

WHEREAS, while the state pays the full cost of most MA services, when it comes to county-based CSP and Crisis mental health services, the county finances the cost of the services up front, and receives MA reimbursement for only the federal share for that service, and

WHEREAS, Community Aids funding has not kept pace over the years with increased county costs for services, resulting in counties bearing a disproportionate share of CSP and Crisis service costs from county tax levy; and

WHEREAS, counties are limited in their capacity to use tax levy revenue due to state levy limits, so the lack of Community Aids increases combined with strict property tax controls makes it difficult for counties to maintain Crisis and CSP services; and

WHEREAS, in addition to the costs to county human service departments, counties and municipalities also incur law enforcement costs to transport and provide security for persons in a crisis; and

WHEREAS, the awareness of the 988 National Suicide & Crisis Lifeline has made mental health assessment and referral more readily available, resulting in more demand on the mental health crisis systems; and

WHEREAS, stagnant state funding results in variations in the extent of services available across counties, wait lists for services, and eligible people receiving limited services; and

WHEREAS, the limited state funding for Crisis services makes it difficult for counties to implement new evidence-based services, such as mobile crisis workers that could meet law enforcement officers in the field for crisis calls, that would reduce the need for law enforcement involvement and provide a more trauma-informed response to crisis situations, and;

WHEREAS, Wisconsin's counties continue to cover the costs of mental health services for individuals who are not Medicaid eligible, and;

NOW, THEREFORE, BE IT RESOLVED: that the Richland County Board of Supervisors does hereby request that the state of Wisconsin, in its 2025-27 state biennial budget, provide state GPR funding to cover the full non-federal share of MA CSP and Crisis services, and;

BE IT FURTHER RESOLVED, that the Richland County Clerk is hereby authorized and directed to send a copy of this Resolution to the Governor of the State of Wisconsin, Wisconsin State Legislators with a constituency within __ County, and the Wisconsin Counties Association.

Respectfully submitted this _____9 day of JULY_____, 2024.

VOTE ON FOREGOING RESOLUTION RESOLUTION OFFERED BY THE EXECUTIVE &
FINANCE STANDING COMMITTEE
AYES_____ NOES_____ (11 JUNE 2024)

RESOLUTION_____ FOR AGAINST

DEREK S. KALISH
COUNTY CLERK

DATED: JULY 9, 2024

STEVE CARROW
KEN RYNES
GARY MANNING
MARK GILL
INGRID GLASBRENNER
DAVID TURK
BOB FRANK
STEVE WILLIAMSON
MARC COUEY

MENTAL HEALTH COMMUNITY SUPPORT PROGRAM & CRISIS SERVICES

State law designates counties with the primary responsibility for the well-being, treatment, and care of persons with mental illness. If persons are diagnosed with mental health conditions that require treatment, counties are responsible for serving persons that do not have private insurance coverage. Generally, since mental health and substance abuse services are covered benefits under private health insurance plans, county services are typically provided for those without private insurance or are supportive services not covered by private insurance. In addition, county programs frequently provide mental health care and substance abuse services for those eligible for the state's medical assistance program.

The medical assistance program (MA) covers an array of mental health services, ranging from office-based therapy to inpatient hospitalization, and many of these services are delivered by counties. The financing of county-based mental health services differs from most other MA services. For most MA services, the provider reimbursement payment is split between the federal share (approximately 60%) and state share (approximately 40%.) For county-based mental health services, the county finances the cost of the services up front and receives a reimbursement payment from the MA program equal to the federal share for that service, meaning that the county is responsible for the 40% nonfederal share (as well as any cost that exceeds the reimbursement payment). In addition, for persons who are not MA eligible, counties pay the full cost of mental health services.

In 2013 the state fully funded Comprehensive Community Services (CCS) which led to expansion of community-based services. 2013 Wisconsin Act 20 included a provision that required the Department of Health Services (DHS) to reimburse CCS providers for both the federal and non-federal costs of these services if the services were provided on a regional basis.

Community Support Program

CSP offers intensive community-based care for adults whose mental illness and functional limitations might otherwise require them to need institutionalized care. Counties use CSP services to keep people out of extended hospitalizations and support people in the community following emergency detentions.

Sixty-five counties operate certified programs under DHS Administrative Rule 63. According to DHS information for CY 2022, counties spent approximately \$50 million on CSP services and received \$30 million in federal MA reimbursement. The state GPR cost to fully fund CSP would be approximately \$20 million per year.

Keep in mind that full funding of CSP services could reduce the utilization of other MA services. For instance, if expanded CSP services would result in a decrease in inpatient hospitalization (one of the primary objectives of CSP), there could be a reduction in MA costs for inpatient hospitalization.

Crisis Services

Another required function of the county is providing an emergency mental health services program to serve persons in crisis situations. At a minimum, crisis intervention programs must offer 24-hour crisis telephone service and 24-hour in-person response on an on-call basis. For persons who are Medicaid eligible, counties can receive MA reimbursement for Crisis Intervention services. Sixty-five counties operate certified Crisis programs under DHS Administrative Rule 34.

According to DHS information for CY 2022, counties spent approximately \$78 million on MA reimbursable Crisis services. In addition, counties spent at least \$20 million on Crisis services for persons who are not MA eligible. Counties received approximately \$47 million in MA federal reimbursement for Crisis services, leaving \$31 million for the nonfederal share.

Prior to 2020, counties were responsible for the entire nonfederal share of the Crisis services cost similar to the CSP. Since 2020 the state pays a portion of the nonfederal share, provided certified counties participate in shared regional services and meet a maintenance of effort (MOE) requirement, which is equal to 75% of the three-year average of the county's crisis intervention expenditures in calendar years 2016 through 2018. To the extent counties exceed the MOE cap, DHS provides some state GPR reimbursement for the nonfederal share of Crisis services.

For CY 2022, counties received approximately \$10 million GPR reimbursement for the \$31 million nonfederal share, leaving a county cost of \$21 million for MA reimbursable crisis intervention services plus the costs for persons who are not MA eligible. While the 2019 law change providing partial state GPR funding for crisis services was a step in the right direction, the additional state funding has yet to have a substantial impact on reducing the disproportionate county share.

State funding sources available to counties that can be used as match for crisis and CSP services include Community Aids Basic County Allocation and Community Mental Health Allocation. The Community Aids funding has not kept pace over the years with increased county costs for services, resulting in counties bearing a disproportionate share of CSP and crisis service costs from county tax levy. Counties are limited in their capacity to use tax levy revenue due to state levy limits, so the lack of Community Aids increases combined with strict property tax controls makes it difficult for counties to maintain crisis and CSP services.

In addition to the costs to county human service departments, counties and municipalities also incur law enforcement costs to transport and provide security for persons in a crisis. The limited state funding for crisis services makes it difficult for counties to implement new evidence-based services, such as mobile crisis workers that could meet law enforcement officers in the field for crisis calls, that would reduce the need for law enforcement involvement and provide a more trauma-informed response to crisis situations.

CURRENT STATUS: The public mental health system in Wisconsin is in need of additional resources to respond appropriately to the needs of individuals with persistent mental illness and those experiencing a mental health crisis. Stagnant state funding results in variations in the extent of services across counties, wait lists for services, and eligible persons receiving limited services.

REQUESTED ACTION: The Wisconsin Counties Association respectfully requests:

- State GPR be provided at \$20 million annually to fund the non-federal share of MA Community Support Program (CSP) services.
- State GPR be provided at \$21 million annually to fully fund Crisis services statewide and eliminate the MOE requirement for MA reimbursable services

TALKING POINTS:

- In 2022 counties spent approximately \$128 million on Medicaid eligible crisis and CSP services.
 - The counties received approximately \$77 million reimbursement from the federal government and state reimbursement for \$10 million for costs exceeding the MOE.
 - \$41 million was Medicaid reimbursable but the counties did not receive dollars.
- If the Medicaid reimbursement for CSP and crisis intervention services is fully state funded, counties will remain responsible for persons that are not Medicaid reimbursable.
 - Counties spent \$20 million on crisis services for non-Medicaid eligible individuals in 2022.
 - Counties provide similar CSP services to the non-MA population such as case management, daily living skills, medication management, etc.
- As of February 2021, 36.4% of adults in Wisconsin reported symptoms of anxiety or depression.
 - This led to 859,000 adults in Wisconsin having a mental health condition with 18.6% unable to get needed treatment.

Contact: Chelsea Shanks, Government Affairs Associate
608.663.7188
shanks@wicounties.org



Professional Services Agreement

MSA Project Number: 11514014

This AGREEMENT (Agreement) is made effective May 29, 2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: 608-355-8945

Representative: Leah Rhodes

Email: lrhodes@msa-ps.com

RICHLAND COUNTY HIGHWAY DEPARTMENT (OWNER)

Address: 120 Bowen Circle, Richland Center, WI 53581

Phone: 608-647-4707

Representative: Josh Elder

Email: josh.elder@co.richland.wi.us

Project Name: West Campus Drive Bridge Replacement Design Services

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approx. Start Date: June 3, 2024
Approx. Completion Date: April 1, 2025

The fee for the work is:

MSA (lump Sum):	\$72,009.52
Subconsultant (Not to Exceed):	<u>\$8,540.00</u>
TOTAL:	<u>\$80,549.52</u>

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 lump sum basis for MSA.

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

**RICHLAND COUNTY HIGHWAY
DEPARTMENT**

Josh Elder
Highway Commissioner

Date: 5/30/2024

MSA PROFESSIONAL SERVICES, INC.

Leah Rhodes
Team Leader - Engineering

Date: 5/29/2024

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

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. 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 or involve renovation of an existing building or structure, 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 Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% 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.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) 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, pandemics, 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.

5. **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.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA 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 MSA 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 MSA by others.

7. **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 recommendations 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 warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. 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, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and 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.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. 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.

15. 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.

16. 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.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, 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.

18. 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.

19. 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.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, 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, 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, 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, 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.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. 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 thru mediation with a mutually agreed upon mediator. 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 the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA 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.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

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

31. **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 Sauk County, Wisconsin.

32. **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.

ATTACHMENT A
SCOPE OF SERVICES - DESIGN
WEST CAMPUS DRIVE BRIDGE REPLACEMENT

DESIGN PHASE

MSA Professional Services, Inc. will provide engineering services for the design of the replacement of a bridge structure P-52-701 carrying West Campus Drive over Brush Creek in the city of Richland Center, Richland County, approximately 90 feet north of the centerline of USH 14. The roadway is understood to be a private driveway owned and maintained by Richland County and not a public road. The project is funded entirely with local funds and will be locally administered and locally let; no WisDOT oversight or coordination is anticipated or included. The scope of services includes the following:

1. General field data collection is not included, as this project will utilize the survey information obtained for the prior hydraulic study. Some survey office research and one day of field work is included to pick up USH 14 right of way limits, due to need for Permit to Work on DOT Right of Way on the south approach. Plan horizontal coordinates will be based on the Richland County base.
2. Hydraulic design work for the bridge replacement utilizing a single span concrete slab bridge with an approximate span of 40-44 feet, which equates to a total bridge length of 42.5-46.5 feet. A previous study of Brush Creek, completed by MSA in April 2024, included hydrologic calculations and an existing conditions hydraulic analysis. The proposed hydraulic analysis will analyze the proposed structure in HEC-RAS and compare to the previously developed existing conditions model to ensure compliance with Richland County standards, and it is assumed no additional hydrologic calculations will be needed. The bridge will be designed so that no rise in the floodplain base flood elevation for Brush Creek will occur. Therefore, it is assumed that no changes to the floodplain and floodway maps or tables will be needed. MSA will develop a technical memo to submit to WDNR along with the permit letter and floodplain study checklist, using FEMA's floodway delineation and data table. Any additional work to update floodplain maps is not included in this contract. Additional coordination with WDNR beyond the submittal and one round of comment response (not to exceed 8 hours) is not included as part of this contract.
3. Structure will provide a 24-foot clear roadway width and a 6-foot clear sidewalk on one side of the bridge only (32.5 foot out-out), meeting WisDOT FDM Design Class RT1 (Current ADT <250).
4. MSA will subcontract with American Engineering Testing, Inc (AET) for one boring up to 100 feet and a report. Bedrock is not anticipated within 100 feet based on review of boring data from bridges in the area. The estimated cost for these subconsultant services is \$8,540.00, which includes traffic control with road signs and cones (no flag person included). The depths bored will be billed at Actual Cost based on length bored.

5. Final structure plans for a cast-in-place reinforced concrete slab bridge supported on abutments with piling are included. Anticipate 6-foot-high concrete abutments. The design will investigate a skewed or non-skewed layout. Spread footing abutments are "Extra Services." Approach beam guard is assumed not required and is not included. Wings will be flared 45 degrees to the abutment. Assume normal crown cross-slope on bridge, with a sidewalk on one side. Railing on the bridge will be a standard WisDOT railing with the same railing type used along both edges. Approach railing on or along the bridge wings are not anticipated and would be "extra services". Aesthetic treatments and lighting on the bridge are not anticipated and would be "extra services".
6. A full roadway plan and profile sheet is included showing structure, pavement edges, curb and gutter, and work limits. Roadway centerline horizontal and vertical alignments will generally match the existing. Maximum proposed road approach limits are anticipated to be approximately 50 feet off each bridge end. Roadway cross-sections are included to show grading limits. Asphalt pavement is anticipated on both approaches. Anticipate adding sidewalk on south approach on one or both sides to connect to the USH 14 sidewalk. Curb ramps not included. All construction work within the project limits will have quantities noted in the Project Manual. The road will be closed for construction. The contractor will provide all road closure signing and barricades. A detour will not be provided in the plans. Included are traffic control warning signs and drums to be placed along the USH 14 shoulder edge, anticipating WisDOT will require this.
7. Storm sewer plans are included for the south approach only. Included is to remove, salvage and re-install the two inlets and castings just off the south edge of the existing bridge in similar location. Also salvage and re-install the storm sewer pipes from those re-installed inlets to the existing manhole south of the bridge. The manhole and any other pipes to/from that manhole, are not anticipated to be impacted. This is a replace-in-kind; hydraulic analysis or design of storm sewer is not included. A Storm Water Management Plan is not anticipated. If it is required, the work would be "extra services".
8. Agency correspondence includes Richland County Zoning, the Wisconsin Department of Natural Resources, U.S. Army Corps of Engineers, U.S. Fish & Wildlife Services as required by the Wisconsin Administrative Code Chapter TRANS 207. DNR and COE permits are assumed to be General Permits; Individual Permits are not included and would be "Extra Services". Permit fees if required paid by Richland County. Floodplain map changes and associated coordination are not included. Natural Resources Conservation Service, Department of Agriculture, Trade, and Consumer Protection coordination are not included, assuming no right of way or easements needed. Brush Creek is mapped as a Class II Trout Stream. DNR will complete the NHI search. Special species or habitat surveys, or archaeology or history concerns are not anticipated or included.
9. Existing wetlands are possible adjacent to the creek. It is assumed WDNR will provide delineation limits and types per normal procedure. Wetland mitigation is not included and wetland banking fees, if needed, would be paid by Richland County. One site meeting included with DNR, if requested.

10. The site does not have existing road R/W within the bridge or north approach area, being within the overall Richland County campus property. The south approach appears to lie within WisDOT right of way for USH 14. Permanent new R/W or Temporary Limited Easements are not anticipated and are not included. Included is filing one DT1812 Work on Highway Right of Way Permit Application form with WisDOT. It is assumed the DOT will approve the plans as scoped above and submitted. Any significant changes to the plan or specifications requested by WisDOT will be considered “extra services”.
11. A public involvement meeting and individual property owner meetings are not included. Richland County will inform the adjacent and affected property owners of the plans to replace the bridge and the estimated timeframe for construction that is assumed to be in 2025.
12. One in-person meeting is included with the County, if requested, to discuss the project design after preliminary plans are complete.
13. An asbestos inspection report is included as required for the DNR General Permit. No other work is anticipated or included in this project at this time for hazardous material investigation.
14. Work effort assumes no utilities will be attached to the bridge. Existing utilities within the project area, if any, will be coordinated with to assess if relocation will be required ahead of the bridge construction. Utility design is not anticipated or included.
15. Final plans, specifications, bid documents, and a construction estimate are included. Construction specifications and bid items will be referenced to the State of Wisconsin, Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction, current edition. The plans and specifications will be available to each prospective bidder to purchase electronically via QuestCDN.com.
16. Bids will be submitted electronically via QuestCDN.com and will be opened at a local MSA office. MSA will review the bids, prepare bid tabulation, and coordinate the processing of contract documents up to the signing of the construction contract. The Richland County Highway Commissioner will provide review and signatures for the contract documents. This will conclude the design phase of the project.
 - a. Assuming the design contract is signed by June 3, 2024, the bid date is anticipated to be in early 2025 pending agency review/approval, with construction in summer 2025 within the WDNR-required trout habitat timing restrictions.



May 28, 2024

Mr. Quirin Klink, P.E.
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, Wisconsin 53913

RE: Proposal for Geotechnical Services
Brush Creek Bridge (P-52-701)
West Campus Drive
Richland County
AET Proposal No. P-0034166

Dear Mr. Klink:

On behalf of American Engineering Testing, Inc., we are pleased to submit this proposal for your project. In this proposal, we present a description of our understanding of the project, an outline of our scope of service, and our estimated fee.

PROJECT DESCRIPTION

MSA Professional Services, Inc. is providing engineering services for a replacement bridge at the West Campus Drive crossing of Brush Creek in Richland County. The existing structure (P-52-701) is a single-span prestressed concrete channel bridge with a total length of 41.7 feet and a deck width of 30.3 feet. The replacement structure will be a single-span bridge with dimensions similar to existing. The existing bridge has a 40-ton weight posting.

SCOPE OF SERVICE

Field Exploration

You requested we drill one boring to a depth of 100 feet for the new bridge. If the boring reaches the planned depth and soil conditions are estimated to not provide the required geotechnical resistance, we will contact you to discuss increasing the boring depth. Similarly, if we encounter conditions that indicate rock coring is needed, we will contact you.

We will contact Diggers Hotline to locate public underground utilities at the site before we drill. Our crew will drill the boring using hollow-stem augers and mud rotary techniques. We will sample the soil with the split-barrel method (ASTM D1586). Rock coring, if needed, would be performed with NQ-size equipment. We will backfill the borehole in accordance with Wisconsin Administrative Code NR 141 and place asphalt patch at the surface of the boring.

4203 Schofield Avenue, Suite 1 | Schofield, WI 54476

Phone (715) 359-3534 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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Our drill crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration values (N-values, “blows per foot”), preliminary soil classifications, and observed groundwater levels. Representative portions of the recovered soil samples will be sealed in jars to reduce moisture loss and submitted to our laboratory for examination, testing, and final classification by a geotechnical engineer. Recovered rock cores would be placed in waxed boxes.

We will measure the surface elevation at the boring location referenced to a benchmark on or near the existing structure.

We will provide the traffic control services for this project, anticipated to consist of signs and cones but no flaggers.

Laboratory Testing

In our laboratory, a geotechnical engineer will examine each of the recovered soil samples to assess the major and minor components, while also noting the color, degree of saturation, and lenses or seams in the samples. We will visually/manually classify the soil samples on the basis of texture and plasticity in accordance with the Unified Soils Classification System (USCS), group the soils into strata by type, and prepare the boring logs. Rock cores would be reviewed by a geotechnical engineer for final classification and rock quality designation (RQD) determination.

We anticipate performing routine laboratory testing on selected samples, to possibly include moisture content, unconfined compressive strength (by hand penetrometer), Atterberg limits, and gradation testing (including a sample from the creek bed).

Geotechnical Report

In our report, we will describe the soil and groundwater conditions we encounter, and present geotechnical recommendations for design (by LRFD methods) and construction of the new bridge. We will provide our recommendations in accordance with the WisDOT Bridge Manual. Our report will also provide pavement design parameters that can be used for designing the approach pavement. We will also submit the boring log in gINT format using the WisDOT template.

SCHEDULE

We can typically begin a geotechnical exploration within about four to eight weeks of receiving authorization to proceed. The drilling for this project will probably take about 1.5 days (including mobilization). We will then submit the geotechnical report within about two to four weeks after completing the boring.

FEE

The attached fee table provides our estimated costs for the various tasks. The basis of payment for our services will be Cost Per Unit. We estimate a total fee of **\$8,540**.



ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater.

CLOSING

Please indicate your acceptance of this proposal by sending us a task order for signatures. Please contact us at (715) 359-3534 if you have questions or need additional information.

SIGNATURE

AMERICAN ENGINEERING TESTING, INC.

A handwritten signature in blue ink, appearing to read 'Benjamin B. Mattson', with a long horizontal flourish extending to the right.

Benjamin B. Mattson, P.E.
Senior Geotechnical Engineer

Fee Table (this project only)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT RATE (\$)</u>	<u>COST (\$)</u>
1.	Drilling				
	Initial day drill crew mobilization, boring layout, and elevation measurements	1	LS	2400	2400
	Subsequent day drill crew mobilization	1	DAY	700	700
	Geotechnical drilling and sampling in soil, including abandonment				
	Depth range 0 to 40 feet	40	FT	23	920
	Depth range 40 to 80 feet	40	FT	28	1120
	Depth range 80 to 100 feet	20	FT	32	640
	Depth range 100 to 120 feet	0	FT	34	0
	Hard drilling (cobbles, boulders) or NQ rock coring	0	HR	360	0
2.	Traffic control				
	Signs and cones	1	LS	150	150
3.	Project management, engineering, and laboratory testing				
	Project management and preparation of geotechnical report	1	LS	1900	1900
	Laboratory soils review (includes moisture content and q_p testing)	1	LS	200	200
	Laboratory sieve analysis test or Atterberg limits test	3	EA	120	360
	Boring log in WisDOT format	1	LS	150	150
				Estimated Total	\$8,540



Professional Services Agreement

MSA Project Number: 11514015

This AGREEMENT (Agreement) is made effective May 29, 2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: 608-355-8945

Representative: Leah Rhodes

Email: lrhodes@msa-ps.com

RICHLAND COUNTY HIGHWAY DEPARTMENT (OWNER)

Address: 120 Bowen Circle, Richland Center, WI 53581

Phone: 608-647-4707

Representative: Josh Elder

Email: josh.elder@co.richland.wi.us

Project Name: West Campus Drive Bridge Replacement Construction Inspection

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approx. Start Date: April 1, 2025
Approx. Completion Date: November 1, 2025

The estimated fee for the work is: **\$28,508.40**

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. Attachment B: Rate Schedule is attached and made part of this Agreement.

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

**RICHLAND COUNTY HIGHWAY
DEPARTMENT**

Josh Elder
Highway Commissioner

Date: 5/30/2024

MSA PROFESSIONAL SERVICES, INC.

Leah Rhodes
Team Leader - Engineering

Date: 5/29/2024

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

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. 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 or involve renovation of an existing building or structure, 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 Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% 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.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) 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, pandemics, 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.

5. **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.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA 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 MSA 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 MSA by others.

7. **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 recommendations 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 warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. 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, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and 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.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. 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.

15. 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.

16. 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.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, 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.

18. 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.

19. 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.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, 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, 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, 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, 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.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. 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 thru mediation with a mutually agreed upon mediator. 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 the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA 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.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

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

31. **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 Sauk County, Wisconsin.

32. **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.

ATTACHMENT A

SCOPE OF SERVICES – CONSTRUCTION INSPECTION

WEST CAMPUS DRIVE BRIDGE REPLACEMENT

CONSTRUCTION PHASE

MSA Professional Services, Inc. will provide construction inspection services for the replacement of a bridge structure P-52-701 carrying West Campus Drive over Brush Creek in the city of Richland Center, Richland County. The project is funded entirely with local funds and will be locally administered and locally let; no WisDOT oversight or coordination is anticipated or included. The scope of services includes the following:

EVENT	DESCRIPTION – FIELD WORK	ESTIMATED No. Hours
A.	Prepare agenda and attend preconstruction meeting with County officials and contractor representatives. Perform first of two concrete pre-pour meetings after the preconstruction meeting. Establish contact procedures.	14
B.	Review results of the existing bridge removal, installed erosion control and traffic control. Inspect day 1 pile driving at first abutment.	8
C.	Inspect day 2 pile driving at first abutment. Inspect pile steel reinforcement.	8
D.	Inspect first abutment steel reinforcement and forms. Monitor first abutment concrete pour.	8
E.	Inspect day 1 pile driving at second abutment. Review erosion control items and status of heavy riprap and select crushed material placement.	8
F.	Inspect day 2 pile driving at second abutment. Inspect pile steel reinforcement.	8
G.	Inspect second abutment steel reinforcement and forms. Monitor second abutment concrete pour.	8
H.	Inspect superstructure forming and steel reinforcement placement. Review partially installed heavy riprap and select crushed material.	7
I.	Monitor deck dry run. Conduct the second concrete pre-pour meeting for the deck.	7
J.	Inspect deck pour. Make four concrete test cylinders.	10
K.	Inspect sidewalk forming and steel reinforcement placement. Monitor sidewalk concrete pour.	7

L.	Review pipe underdrain and structure backfilling. Review stripped superstructure, rubberized membrane, and heavy riprap placement.	7
M.	Inspect railing and placement, or parapet forming and steel reinforcement placement. Monitor parapet concrete pour.	7
N.	Review subgrade, curb and gutter layout, general grading and completed bridge. Compile structure punchlist for final acceptance.	9
O.	Review storm sewer inlet and pipe placement.	7
P.	Review base course placement. Assist contractor in pavement layout and inspect asphalt paving operations.	7
Q.	Review overall project including protective surface treatment, curb and gutter, storm sewer, landscaping and compile roadway punchlist for final acceptance.	8
R.	Review structure/roadway punchlists for completion with County officials and contractor representatives.	12
Subtotal:		150

EVENT	DESCRIPTION – PROJECT OFFICE WORK	ESTIMATED No. Hours
1.	Review and process contractor pay requests, (4 submittals estimated).	15
2.	Transport deck pour concrete test cylinders to a certified lab in Madison for compression testing (4 cylinders to test). Cost for testing will be paid separately by Richland County.	5
3.	Project Coordination, compile/file final project & material records and submit to the County.	20

Subtotal: 40
TOTAL: 190

Estimated Direct Costs: \$2,382.20
Estimated Total Fee: \$28,508.40

Each lettered event listed above requires a site visit by a MSA staff member. Project office work does not require a site visit. Basic costs compiled within the Professional Services Agreement are for time and mileage. Costs for cylinder breaks or compression testing will be relayed to Richland County for payment (up to 4 tests for the deck pour). There is no inspection of the top of wing pour included, (an abutment wing top construction joint is optional in the plan set).

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists	\$105 – \$185/hr.
Geographic Information Systems (GIS)	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects	\$ 75 – \$215/hr.
Planners	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

ENGINEER'S ESTIMATE / Q2P WORKBOOK				CONSTRUCTION COST ESTIMATE	
PROJECT MANAGER:				5/31/2024	\$466,250.30
CONST. I.D.:	11514014				
TITLE:	West Campus Drive Bridge				
LIMITS:	City of Richland Center				
HIGHWAY:	Campus Drive				
COUNTY:	Richland				
PROGRAM CODE:		PSE Date:	3/3/2025		
CONCEPT CODE:		Let Date:	4/1/2025		
		NET C/L MI:	0.027		
	SCHEDULE OF BID ITEMS WISDOT STANDARD SPECIFICATIONS				
TOTAL BID ITEMS					
61	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
203.0260.01	Removing Structure Over Waterway Minimal Debris (structure) (01.	1	EACH	\$25,000.00	\$25,000.00
204.0100	Removing Concrete Pavement	145	SY	\$20.00	\$2,900.00
204.0150	Removing Curb & Gutter	64	LF	\$15.00	\$960.00
204.0155	Removing Concrete Sidewalk	73	SY	\$15.00	\$1,095.00
204.0220	Removing Inlets	2	EACH	\$500.00	\$1,000.00
204.0245.01	Removing Storm Sewer (size) (01. 12-Inch)	53	LF	\$30.00	\$1,590.00
205.0100	Excavation Common	190	CY	\$23.00	\$4,370.00
206.1001.01	Excavation for Structures Bridges (structure) (01. B-52-XXXX)	1	EACH	\$10,000.00	\$10,000.00
210.1500	Backfill Structure Type A	460	TON	\$27.00	\$12,420.00
213.0100.01	Finishing Roadway (project) (01. 11514014)	1	EACH	\$1,000.00	\$1,000.00
305.0120	Base Aggregate Dense 1 1/4-Inch	196	TON	\$26.00	\$5,096.00
415.0060	Concrete Pavement 6-Inch	136	SY	\$60.00	\$8,160.00
416.0620	Drilled Dowel Bars	36	EACH	\$22.00	\$792.00
455.0605	Tack Coat	6	GAL	\$15.00	\$90.00
465.0105	Asphaltic Surface	27	TON	\$225.00	\$6,075.00
502.0100	Concrete Masonry Bridges	198	CY	\$790.00	\$156,420.00
502.3200	Protective Surface Treatment	199	SY	\$4.00	\$796.00
502.3210	Pigmented Surface Sealer	59	SY	\$10.00	\$590.00
505.0400	Bar Steel Reinforcement HS Structures	6400	LB	\$1.50	\$9,600.00
505.0600	Bar Steel Reinforcement HS Coated Structures	26600	LB	\$1.50	\$39,900.00
516.0500	Rubberized Membrane Waterproofing	14	SY	\$40.00	\$560.00
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1	EACH	\$1,200.00	\$1,200.00
550.1100	Piling Steel HP 10-Inch X 42 Lb	1260	LF	\$51.00	\$64,260.00
601.0409	Concrete Curb & Gutter 30-Inch Type A	100	LF	\$56.00	\$5,600.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	108	LF	\$68.00	\$7,344.00
602.0405	Concrete Sidewalk 4-Inch	700	SF	\$11.00	\$7,700.00
606.0300	Riprap Heavy	130	CY	\$75.00	\$9,750.00
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	56	LF	\$100.00	\$5,600.00
611.0639	Inlet Covers Type H-S	2	EACH	\$250.00	\$500.00
611.3230	Inlets 2x3-FT	2	EACH	\$500.00	\$1,000.00
612.0406	Pipe Underdrain wrapped 6-Inch	178	LF	\$10.00	\$1,780.00
619.1000	Mobilization	1	EACH	\$43,000.00	\$43,000.00
624.0100	Water	3.1	MGAL	\$33.00	\$102.30
625.0500	Salvaged Topsoil	202	SY	\$6.00	\$1,212.00
627.0200	Mulching	202	SY	\$3.00	\$606.00
628.1504	Silt Fence	380	LF	\$4.00	\$1,520.00
628.1520	Silt Fence Maintenance	380	LF	\$1.00	\$380.00
628.1905	Mobilizations Erosion Control	2	EACH	\$300.00	\$600.00
628.1910	Mobilizations Emergency Erosion Control	2	EACH	\$200.00	\$400.00
628.6005	Turbidity Barriers	215	SY	\$45.00	\$9,675.00
629.0210	Fertilizer Type B	0.5	CWT	\$250.00	\$125.00
630.0140	Seeding Mixture No. 40	3.8	LB	\$75.00	\$285.00
630.0500	Seed water	7	MGAL	\$52.00	\$364.00
645.0111	Geotextile Type DF Schedule A	106	SY	\$7.00	\$742.00
645.0120	Geotextile Type HR	220	SY	\$6.00	\$1,320.00
646.6120	Marking Stop Line Epoxy 18-Inch	13	LF	\$25.00	\$325.00
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	47	LF	\$17.00	\$799.00
650.4000	Construction Staking Storm Sewer	3	EACH	\$200.00	\$600.00
650.4500	Construction Staking Subgrade	103	LF	\$0.50	\$51.50
650.5000	Construction Staking Base	54	LF	\$1.50	\$81.00
650.5500	Construction Staking Curb Gutter and Curb & Gutter	208	LF	\$4.00	\$832.00
650.6501.01	Construction Staking Structure Layout (structure) (01. TBD)	1	EACH	\$1,000.00	\$1,000.00
650.7000	Construction Staking Concrete Pavement	49	LF	\$5.00	\$245.00
650.9500.01	Construction Staking Sidewalk (project) (01. 11514014)	1	EACH	\$1,000.00	\$1,000.00
650.9911.01	Construction Staking Supplemental Control (project) (01. 1151401	1	EACH	\$500.00	\$500.00
650.9920	Construction Staking Slope Stakes	103	LF	\$2.50	\$257.50
690.0150	Sawing Asphalt	20	LF	\$5.00	\$100.00
690.0250	Sawing Concrete	73	LF	\$4.00	\$292.00
715.0502	Incentive Strength Concrete Structures	1188	DOL	\$1.00	\$1,188.00
715.0720	Incentive Compressive Strength Concrete Pavement	500	DOL	\$1.00	\$500.00
SPV.0060.01	Special (01. Traffic Control)	1	EACH	\$5,000.00	\$5,000.00

CONSTRUCTION TOTAL:	\$466,250.30
CONTINGENCY:	5.00% \$23,312.52
TOTAL:	\$489,562.82

CATEGORIES	FEDERAL WORK TYPES AND (CATEGORY DESCRIPTION)	FUNDING (REFER TO FIIPS)
0010	04 - 4R Reconstruction, No Added Capacity (ROADWAY, URBAN)	
0020	10 - Bridge Replacement (STRUCTURE _____)	

June 12, 2024

Richland County
Attn: Candace Pesch
181 W Seminary St.
Richland Center, WI 53581

**SUBJECT: CHANGE ORDER #01 – ENGINEERING SERVICES
RADIO TOWER PROJECT
RICHLAND COUNTY, WISCONSIN**

Ms. Pesch:

Edge Consulting Engineers, Inc. (Edge) is pleased to submit this Change Order request to Richland County, Wisconsin (Client) for engineering services of radio tower communication sites associated with the Richland County Radio Tower Project. The services provided under this Change Order shall be considered an amendment to the existing consultant agreement and proposal dated March 16, 2023. The following scope of work outlines our understanding of the requested additional services for project development.

SCOPE OF WORK

The scope of work under this Change Order include additional engineering services not covered under the original proposal and subsequent Change Orders issued to date.

Site 2: Muscoda (Eagle)

- 75% removal of “Field Inspection, Data Collection, and Surveying”.
 - The 25% previously invoiced accounts for the Edge Consulting site visit in May 2023.
- Removal of “Construction Staking”.
 - This will not be needed because there is no planned civil earthwork.
- Removal of “Utility Coordination”.
 - This is not needed because there will be no change to the existing utility service.

Site 3: Gotham

- Addition of “Power Walk”.
 - Edge Consulting site visit with an Alliant Energy representative to discuss power route to the tower site.
- Addition of “New Tower Submittal Structural Analysis”.
 - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.

Site 4: Westport

- Removal of “Tower Inventory”.
 - This was not needed because a structural analysis was not completed for the existing tower.
- Removal of “Tower Structural Analysis”.
 - This was not needed because the existing tower is too short to meet coverage needs (decision was made to replace the existing tower).
- Addition of typical services needed for the new tower:
 - NEPA Compliance Documentation
 - NEPA Expenses (DNR Consultation/Tribal/Public Notices)
 - Archeological Survey
 - Geotechnical Investigation - Self-Support Tower

- FAA Determination & FCC ASR Registration
 - Tower Foundation Inspection
- Addition of “Bird Survey and WDNR Correspondence”
 - Biologist survey to determine if endangered Acadian Flycatcher bird is present.
- Addition of “New Tower Submittal Structural Analysis”
 - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.

Site 5: Yuba – Quarry Dr

- Addition of “Survey Rework for New Location on Parcel”
 - This was required when the LL changed the site location after survey work was completed on the original location.
- Addition of “Revisit for Archeological Fieldwork”
 - This was also required when the LL changed the site location after the archeological fieldwork was completed at the original location.
- Addition of “New Tower Submittal Structural Analysis”
 - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.

Site 6: Bunker Hill

- Removal of “Tower Inventory”
 - This was not needed because a structural analysis was not completed for the existing tower.
- Removal of “Tower Structural Analysis”
 - This was not needed because the existing tower is too short to meet coverage needs (decision was made to replace the existing tower).
- Addition of typical services needed for the new tower:
 - NEPA Compliance Documentation
 - NEPA Expenses (DNR Consultation/Tribal/Public Notices)
 - Archeological Survey
 - Geotechnical Investigation - Self-Support Tower
 - FAA Determination & FCC ASR Registration
 - Tower Foundation Inspection
- Addition of “Revised for Archeological Fieldwork”
 - This was required when artifacts were found at the original location of the proposed tower.
- Addition of “New Tower Submittal Structural Analysis”
 - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.

Site 7: Keyesville

- Addition of “Power Walk”
 - Edge Consulting site visit with an Alliant Energy representative to discuss power route to the tower site.
- Addition of “New Tower Submittal Structural Analysis”
 - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.

Site 9: Viola

- Addition of “Power Walk”
 - Edge Consulting site visit with Richland Electric Coop representative to discuss power route to the tower site.
- Addition of “New Tower Submittal Structural Analysis”
 - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.

Site 10: Yuba – Sebranek Ln (Location Cancelled)

- Addition of “Field Inspection (Site Visit)”
 - For Edge site visit with True North Consulting and Gencomm on 06/06/23
- Addition of “PR Drawings”
 - PR drawings submitted on 08/07/23 before location was cancelled.

Site 11: Boaz – Deer Run Rd (Location Cancelled)

- Addition of “Field Inspection (Site Visit)”
 - For Edge site visit with True North Consulting and Gencomm on 06/06/23
- Addition of “PR Drawings”
 - PR drawings submitted on 07/18/23 before location was cancelled.


FEES

Services as described above shall be provided on a Lump Sum (LS) basis as listed on the attached **A/E Services Breakdown**. The total fee amount increase being requested under this Change Order is **\$35,700**. The total fee for services for the overall project after this Change Order will be **\$339,250**

AUTHORIZATION

Please indicate your acceptance of this Change Order by having an authorized representative sign below and return a scanned copy to Edge.

If we are given verbal or other written notification to proceed, it will be mutually understood that both of us will nonetheless be contractually bound by this Change Order, even in the absence of your written acceptance.



Edge Consulting Engineers, Inc.

06/12/2024
Date

Authorized Signature

Date

**Edge - A/E Services
Richland Co., WI**

Site:	Item:	Description:	Proposal Fee: (03/16/23 Proposal)	CO #1 (06/12/24)	Total Fees	Invoiced 09/28/23	Invoiced 04/18/24	Invoiced 06/05/24	Total Invoiced	Balance To Complete	% Invoiced	Notes:
1		Richland Center - Existing 300' Self-Support Tower (USCC)										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$4,600			\$4,600	\$0	100%	A
	2	Tower Inventory	By USCC		\$0				\$0	\$0	NA	I, L
	3	Tower Structural Analysis	By USCC		\$0				\$0	\$0	NA	I, M
	4	Tower Modification Design	By USCC		\$0				\$0	\$0	NA	I, N
	5	Construction Drawings	\$5,500		\$5,500	\$2,750	\$2,750		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F, G
	7	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
		Site Sub-Total:	\$19,000	\$0	\$19,000	\$7,350	\$2,750	\$900	\$11,000	\$8,000	58%	
2		Muscoda (Eagle) - Existing 240' Self-Support Tower (USCC)										
	1	Field Inspection, Data Collection & Surveying	\$4,600	-\$3,450	\$1,150	\$1,150			\$1,150	\$0	100%	A
	2	Tower Inventory	By USCC		\$0				\$0	\$0	NA	I, L
	3	Tower Structural Analysis	By USCC		\$0				\$0	\$0	NA	I, M
	4	Tower Modification Design	By USCC		\$0				\$0	\$0	NA	I, N
	5	Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F, G
	7	Utility Coordination	\$1,800	-\$1,800	\$0				\$0	\$0	NA	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
		Site Sub-Total:	\$19,000	(\$6,650)	\$12,350	\$2,650	\$4,000	\$0	\$6,650	\$5,700	54%	
3		Gotham - New 275' Self-Support Tower										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$4,600			\$4,600	\$0	100%	A
	2	NEPA Compliance Documentation	\$3,000		\$3,000		\$1,500	\$750	\$2,250	\$750	75%	C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000		\$1,000		\$500	\$250	\$750	\$250	75%	D
	4	Archeological Survey	\$2,600		\$2,600		\$2,600		\$2,600	\$0	100%	E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000		\$4,000			\$4,000	\$4,000	\$0	100%	
	6	FAA Determination & FCC ASR Registration	\$1,300		\$1,300		\$650		\$650	\$650	50%	
	7	Zoning & Construction Drawings	\$5,500		\$5,500	\$2,750	\$2,750		\$5,500	\$0	100%	
	8	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F, G
	9	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	10	Tower Foundation Inspection	\$2,400		\$2,400				\$0	\$2,400	0%	
	11	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	13	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	14	Power Walk		\$500	\$500				\$0	\$500	0%	
	15	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		Site Sub-Total:	\$33,300	\$2,500	\$35,800	\$7,350	\$8,000	\$5,900	\$21,250	\$14,550	59%	
4		Westport - New 195' Self-Support Tower, Demo Existing Guyed Tower										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150		\$3,450	\$4,600	\$0	100%	A
	2	Tower Inventory	\$3,400	-\$3,400	\$0				\$0	\$0	NA	I, L
	3	Tower Structural Analysis	\$2,400	-\$2,400	\$0				\$0	\$0	NA	I, M
	4	Tower Modification Design	TBD		\$0				\$0	\$0	NA	I, N
	5	Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F, G
	7	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	11	NEPA Compliance Documentation		\$3,000	\$3,000				\$0	\$3,000	0%	C
	12	NEPA Expenses (DNR Consultation/Tribal/Public Notices)		\$1,000	\$1,000				\$0	\$1,000	0%	D
	13	Archeological Survey		\$2,600	\$2,600				\$0	\$2,600	0%	E
	14	Geotechnical Investigation - Self-Support Tower		\$4,000	\$4,000				\$0	\$4,000	0%	
	15	FAA Determination & FCC ASR Registration		\$1,300	\$1,300				\$0	\$1,300	0%	
	16	Tower Foundation Inspection		\$2,400	\$2,400				\$0	\$2,400	0%	
	17	Bird Survey and WDNR Correspondence		\$2,500	\$2,500				\$0	\$2,500	0%	
	18	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		Site Sub-Total:	\$24,800	\$13,000	\$37,800	\$2,650	\$4,000	\$4,350	\$11,000	\$26,800	29%	
5		Yuba - Quarry Dr. - New 195' Self-Support Tower										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150	\$3,450		\$4,600	\$0	100%	A
	2	NEPA Compliance Documentation	\$3,000		\$3,000		\$1,500	\$750	\$2,250	\$750	100%	C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000		\$1,000		\$500	\$250	\$750	\$250	75%	D
	4	Archeological Survey	\$2,600		\$2,600		\$2,600		\$2,600	\$0	100%	E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000		\$4,000			\$4,000	\$4,000	\$0	100%	
	6	FAA Determination & FCC ASR Registration	\$1,300		\$1,300			\$650	\$650	\$650	50%	
	7	Zoning & Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	8	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F, G
	9	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	10	Tower Foundation Inspection	\$2,400		\$2,400				\$0	\$2,400	0%	
	11	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	13	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	14	Survey Rework for New Location on Parcel		\$3,000	\$3,000				\$0	\$3,000	0%	A
	15	Revisit for Archeological Fieldwork		\$1,300	\$1,300				\$0	\$1,300	0%	E
	16	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		Site Sub-Total:	\$33,300	\$6,300	\$39,600	\$2,650	\$12,050	\$6,550	\$21,250	\$18,350	54%	

Edge - A/E Services
Richland Co., WI

Site:	Item:	Description:	Proposal Fee: (03/16/23 Proposal)	CO #1 (06/12/24)	Total Fees	Invoiced 09/28/23	Invoiced 04/18/24	Invoiced 06/05/24	Total Invoiced	Balance To Complete	% Invoiced	Notes:
6		Bunker Hill - New 275' Self-Support Tower										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150	\$3,450		\$4,600	\$0	100%	A
	2	Tower Inventory	\$3,400	-\$3,400	\$0				\$0	\$0	0%	NA
	3	Tower Structural Analysis	\$2,400	-\$2,400	\$0				\$0	\$0	0%	NA
	4	Tower Modification Design	TBD		\$0				\$0	\$0	0%	NA
	5	Construction Drawings	\$5,500		\$5,500		\$5,500		\$5,500	\$0	100%	F,G
	6	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	H
	7	Utility Coordination	\$1,800		\$1,800				\$0	\$1,800	0%	F
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	11	NEPA Compliance Documentation		\$3,000	\$3,000				\$0	\$3,000	0%	C
	12	NEPA Expenses (DNR Consultation/Tribal/Public Notices)		\$1,000	\$1,000				\$0	\$1,000	0%	D
	13	Archeological Survey		\$2,600	\$2,600				\$0	\$2,600	0%	E
	14	Geotechnical Investigation - Self-Support Tower		\$4,000	\$4,000				\$0	\$4,000	0%	
	15	FAA Determination & FCC ASR Registration		\$1,300	\$1,300				\$0	\$1,300	0%	
	16	Tower Foundation Inspection		\$2,400	\$2,400				\$0	\$2,400	0%	
	17	Revisit for Archeological Fieldwork		\$1,300	\$1,300				\$0	\$1,300	0%	
	18	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		Site Sub-Total:	\$24,800	\$11,800	\$36,600	\$1,150	\$8,950	\$0	\$10,100	\$26,500	28%	
7		Keyesville - New 195' Self-Support Tower										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$4,600			\$4,600	\$0	100%	A
	2	NEPA Compliance Documentation	\$3,000		\$3,000		\$1,500	\$750	\$2,250	\$750	75%	C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000		\$1,000		\$500	\$250	\$750	\$250	75%	D
	4	Archeological Survey	\$2,600		\$2,600		\$2,600		\$2,600	\$0	100%	E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000		\$4,000		\$4,000		\$4,000	\$0	100%	
	6	FAA Determination & FCC ASR Registration	\$1,300		\$1,300		\$650		\$650	\$650	50%	
	7	Zoning & Construction Drawings	\$5,500		\$5,500	\$2,750	\$2,750		\$5,500	\$0	100%	
	8	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F,G
	9	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	10	Tower Foundation Inspection	\$2,400		\$2,400				\$0	\$2,400	0%	
	11	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	13	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	14	Power Walk		\$500	\$500				\$0	\$500	0%	
	15	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		Site Sub-Total:	\$33,300	\$2,500	\$35,800	\$7,350	\$12,000	\$1,900	\$21,250	\$14,550	59%	
8		Boaz - Existing 230' Self-Support Tower (USCC)										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150	\$3,450		\$4,600	\$0	100%	A
	2	Tower Inventory	By USCC		\$0				\$0	\$0	0%	NA
	3	Tower Structural Analysis	By USCC		\$0				\$0	\$0	0%	NA
	4	Tower Modification Design	By USCC		\$0				\$0	\$0	0%	NA
	5	Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F,G
	7	Utility Coordination	\$1,800		\$1,800			\$450	\$450	\$1,350	25%	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
		Site Sub-Total:	\$19,000	\$0	\$19,000	\$2,650	\$7,450	\$450	\$10,550	\$8,450	56%	
9		Viola - New 250' Self-Support Tower										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150	\$3,450		\$4,600	\$0	100%	A
	2	NEPA Compliance Documentation	\$3,000		\$3,000		\$1,500	\$1,500	\$3,000	\$0	100%	C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000		\$1,000		\$500	\$500	\$1,000	\$0	100%	D
	4	Archeological Survey	\$2,600		\$2,600		\$2,600		\$2,600	\$0	100%	E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000		\$4,000		\$4,000		\$4,000	\$0	100%	
	6	FAA Determination & FCC ASR Registration	\$1,300		\$1,300		\$650	\$650	\$1,300	\$0	100%	
	7	Zoning & Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	8	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F,G
	9	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	10	Tower Foundation Inspection	\$2,400		\$2,400				\$0	\$2,400	0%	
	11	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400		\$1,400				\$0	\$1,400	0%	F
	13	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	14	Power Walk		\$500	\$500				\$0	\$500	0%	
	15	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		Site Sub-Total:	\$33,300	\$2,500	\$35,800	\$2,650	\$16,700	\$3,550	\$22,900	\$12,900	64%	
10		Yuba - Sebranek Ln (Location Cancelled) - New 195' Self-Support Tower										
	1	Field Inspection (Site Visit)		\$500	\$500				\$0	\$500	0%	
	2	PR Drawings		\$1,375	\$1,375				\$0	\$1,375	0%	
		Site Sub-Total:	\$0	\$1,875	\$1,875	\$0	\$0	\$0	\$0	\$1,875	0%	
11		Boaz - Deer Run Rd (Location Cancelled) - New Self-Support Tower										
	1	Field Inspection (Site Visit)		\$500	\$500				\$0	\$500	0%	
	2	PR Drawings		\$1,375	\$1,375				\$0	\$1,375	0%	
		Site Sub-Total:	\$0	\$1,875	\$1,875	\$0	\$0	\$0	\$0	\$1,875	0%	

Edge - A/E Services
Richland Co., WI

[illegible]

Notes:

	A	Includes Property/Boundary, lease parcel survey w/ 1A Certificate. Title report to be provided by Others at the project outset. CSM, if required, shall be considered an additional expense
	B	Includes topographic survey w/ 1A Certificate. No boundary/property survey.
	C	Includes coordination with SHPO, TCNS, DNR, Public Notices, etc..
	D	NEPA expenses (Public Notices, Database Searches, etc.) do not include costs for extended environmental or historical studies and/or tribal monitoring during construction. NEPA fees charged by tribes and other entities shall be billed separately. NEPA fees will be billed on actual incurred cost plus 15%.
	E	Archeological survey only. Historical architectural, endangered species or other extended studies, if required, shall be considered an additional expense.
	F	Services assumed to be grouped for multiple sites to minimize travel.
	G	Assumes one time staking of the site.
	H	Coordinate utility service applications (electric & natural gas) with utility provider(s) on behalf of Client. Fees charged by Utilities are not included and shall be paid directly by Client. Site visits, requested by Utility companies, are not assumed and if required shall be considered an additional expense.
	I	Service not requested or to be compelled by Others.
	J	Assume redline As-Built drawings will be provided to Edge documenting all changes and no field verification is required.
	K	Perform inventory of antennas, lines & appurtenances. Service does not include mapping of tower members.
	L	Assumes all required information to complete the analysis are provided (tower & foundation design drawings, geotechnical report, existing tower loading). Modification design for failing structures is not included.
	M	Structurally model and analyze submitted tower and tower foundation system design to confirm compliance with design requirements.
	N	Costs for tower modification design will be determined upon receiving a failing tower structural analysis.
	O	Participate in weekly project management calls. Manage sites throughout the project phase.
	P	Prepare bid document package suitable for public bidding. Publically advertise project per Owner purchasing requirements. Facilitate bid process, maintain plan holders list, issue addendums. Prepare bid tab and recommend contract award.
	Q	Prepare contracts, process change orders, answer contractor questions, review contractor pay requests.