

Richland County Campus Reconfiguration Committee

June 7, 2024

NOTICE OF MEETING

Please be advised that the Richland County Campus Reconfiguration Committee will convene on Tuesday, June 11, 2024 at 6:30 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/campus-reconfiguration-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 May 14, 2024
6. Public Comment
7. Reports
 - A. Review Of Estimated Utility Expenses For Campus Buildings
 - B. Venture Architects Update
8. Discussion & Possible Action: Repairs To West Bridge On UW Campus
9. Correspondence
10. Future Agenda Items
11. Discussion & Possible Action: Set Future Meeting Date(s)
12. 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 Richland County Campus Reconfiguration Committee.

Derek S. Kalish
County Clerk

Richland County Campus Reconfiguration Committee

May 14, 2024

The Richland County Campus Reconfiguration Committee convened on Tuesday, May 14, 2024 in person and virtually at 6:30 PM in the County Boardroom of the Richland County Courthouse.

Call To Order: Committee Chair Turk called the meeting to order at 6:30 PM.

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

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

Approval Of Agenda: Motion by Rynes second by Glasbrenner to approve agenda. Motion carried and agenda declared approved.

Approval Of Minutes From February 20, 2024 Meeting: Hearing no additions or corrections to the minutes as presented, Chair Turk declared the minutes from February 20, 2024 approved.

Public Comment: None

Reports – Hydraulic Study: Highway Commissioner Elder reviewed the findings from MSA regarding the bridges on campus property. Commissioner Elder noted that a single span bridge was recommended and that the bridges should be replaced before heavy construction traffic is present. Discussion continued regarding the possibility of repairing the current bridges, site access, and timing of bridge repairs. Commissioner Elder noted that both bridges do not need to be replaced at the same time and focus could be put on the main access point. Consensus from the Campus Reconfiguration Committee was reached for Commissioner Elder to obtain a firm price to repair west bridge on campus property. No further action taken on this item.

Reports – Administrator’s Report: Administrator Pesch noted that the Alumni Association and Foundation have relocated various belongings to other areas on campus. Discussion continued regarding secured entry to the buildings. No action taken on this item.

Correspondence: None

Future Agenda Items: Cost of west bridge replacement

Discussion & Possible Action – Set Future Meeting Date(s): Next meeting date set for 6:30 PM on June 11, 2024.

Adjourn: Motion by Rynes second by Williamson to adjourn. Motion carried and meeting adjourned at 7:00 PM.



Derek S. Kalish
County Clerk



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 _____)	