

PROPOSAL TO PROVIDE
CONSULTING SERVICES FOR
**CDBG Close
Program**



Photo courtesy of: <https://rcrls.co.richland.wi.us/>



September 21, 2020

Jasen Glasbrenner, Richland County Economic Development Director,
Richland County
450 South Main Street
Richland Center, WI 53581

Re: Proposal to Provide Services for CDBG-CLOSE Project

Dear Jasen,

Project success depends on more than just technical skills. Financing can be just as much of a challenge as planning for and designing public buildings or infrastructure. MSA Professional Services, Inc. (MSA) takes some of the burden off clients by finding funding opportunities, coordinating applications and fulfilling the requirements of funding agencies. MSA has assembled a team that has the experience, expertise and capacity to put Richland County in the best position for a successful CDBG grant application.

Some benefits for you include:

- A successful history of securing CDBG grant funds for our client communities.
- A good relationship with Division of Energy, Housing and Community Resources (DEHCR) staff, so that we know and understand their "hot buttons" when it comes to funding similar projects.

We look forward to continuing our relationship with the County and discussing this project further. As always, if any questions arise during review of this proposal, or additional information is desired by staff or the County Board, please contact me directly at (715) 304-0303 or drasmussen@msa-ps.com.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "D. Rasmussen".

David Rasmussen
Project Manager

A handwritten signature in black ink, appearing to read "Art Bahr".

Art Bahr
Funding Specialist | Client Service Manager

MSA PROFESSIONAL SERVICES, INC.

1230 SOUTH BOULEVARD, BARABOO, WI 53913

Contact: David Rasmussen
Phone: (715) 304-0303
Email: drasmussen@msa-ps.com
Website: www.msa-ps.com



Photo courtesy of: <https://www.co.richland.wi.us/>

TABLE OF CONTENTS

LETTER OF INTEREST

An introduction to our team and qualifications

PROJECT SCOPE

Our plan to complete your project

FIRM PROFILE | CDBG EXPERIENCE | REFERENCES

A summary of who we are and what we do, representative projects and references

PROJECT TEAM

Resumes for key personnel

RATE SCHEDULE

Our rate schedule

PROFESSIONAL SERVICES AGREEMENT

Our professional services agreement

1

3

9

13

15

PROJECT SCOPE

Working in conjunction with Richland County, the City of Richland Center, and the Village of Lone Rock, MSA agrees to provide services for the preparation of two (2) CDBG—CLOSE/PF applications for the two projects identified in the RFP to the Department of Administration and provide CDBG administration if awarded, as hereinafter stated:

CDBG-CLOSE-PF Application

- A.** Review project eligibility with staff from Department of Administration.
- B.** Participate in two planning meetings with County/owner staff and City/Village staff and officials to discuss projects, timelines, and preliminary cost estimates.
- C.** Provide the County with a draft Citizen Participation Plan for adoption, if necessary.
- D.** Attend and participate in required citizen participation public hearing for the application phase of the project (could be in conjunction with item G. below).
- E.** Complete and submit the CDBG-CLOSE/PF applications to the County/owner for review, including preliminary cost estimates for each project. Revise if necessary.
- F.** Prepare for signature all resolutions, letters, documents and notices as required by the application and submit to the County for review.
- G.** Attend Richland County Board of Supervisors meeting for explanation and approval of all required submission documents (could be in conjunction with item D. above.)
- H.** Respond to questions from the Department of Administration, if needed.

CDBG Administration

MSA proposes to provide administrative assistance services for each project to the County/owner in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook. Administrative services are outlined as follows:

- A.** Contracting assistance with DOA: provide pre-agreement documents, review the owner/DOA contract for accuracy and timeline. Develop amendments to grant contracts, if needed.
- B.** Environmental Review:
 - Prepare an Environmental Review Record according to 24 CFR Part 58 requirements.
 - Request release of funds after Environmental Review is completed.
- C.** Recordkeeping – CDBG Program and Project Files:
 - Establish and Maintain CDBG Program Administration Files.

D. Financial Management Assistance:

- Establish the Grant Account according to 24 CFR 570.497 and Treasury Circular 1075.
- Request fund according to Federal Attachment O, OMB Circular A-102 and Treasury Circular 1075.
- Establish system to handle program income according to CFR 570.494 Attachment E, OMB Circular A-102.
- Maintain financial records as required in Circular A-87; Attachments C, G and H, OMB Circular A-102.
- Assist County in the financial management of accounts, maintaining required financial journals, requesting funds, and disbursement funds (all checks reviewed and approved by County prior to disbursement). Owner will cut all checks to be disbursed by CDBG program.
- Advise County to schedule/conduct "single audit(s)" as may be required by CDBG program.

E. Provide assistance to the County/owner to satisfy Equal Opportunity Requirements:

- Develop and maintain demographic profiles of the community by census data - relating to race, ethnicity, sex, age and head of households.
- Develop and maintain racial, ethnic, gender, age and handicap data showing in the extent to which these categories of persons have participated in, or benefited from, CDBG programs and activities.
- Document all equal opportunity-related activities including compliance monitoring.
- Include all applicable equal opportunity language in bidding specifications and contract documents.
- Complete and submit the required equal opportunity reports.

F. Provide assistance to County to satisfy Federal Labor Standards Requirements:

- Establish and monitor Project Construction/Labor Standards Compliance files for Prime Contractor and Subcontractors.

G. DOA Reporting Monitoring Assistance:

- Prepare and submit semi-annual reports to DOA, including Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) compliance reports.
- Prepare Self-Monitoring Checklist on behalf of the County and respond to any monitoring findings/concerns as needed.

H. Citizen Participation Compliance Assistance:

- Attend/conduct required citizen participation hearing to provide the public with information regarding the CDBG program (near project completion).

I. Assist with Close-Out of CDBG Program:

- Advise owner to schedule/conduct final "single audit."

- Submit the final report.
 - Submit the Certificate of Completion.
 - Submit the final report. Submit the Minority Business Enterprise/Women Business Enterprise Contractor/Subcontractor Record.
- J.** Attend Richland County Board of Supervisor meetings as necessary for the CDBG Projects.

Additional CDBG Scope Items Available

MSA has additional services available to assure the success of the County's CDBG-CLOSE project. Any CDBG-PF or CLOSE project typically involves one or all of these disciplines. We are a "one-stop shop" for your project. These following services are available, at an additional fee, should the County choose to go that route:

- A. Acquisition Services** – If CDBG-CLOSE funds are used for the acquisition of property or any type of easement, federal and state regulations must be followed. Failure to follow these requirements can jeopardize your funding. MSA has an acquisition team that assures compliance with these regulations.
- B. Architectural Services** – MSA can provide the needed architectural services for the renovations to the proposed City Auditorium ADA improvements. These services range from conceptual design, final design, bidding, and construction administration.
- C. Engineering Services** - MSA can provide engineering services to the Village of Lone Rock for the design and construction of the downtown South Oak Street project.

CDBG-CLOSE Program Affects Communities in Wisconsin

Our MSA funding team is ready and able to provide any assistance you may need along the way. Navigating the often complex funding waters is what we do – and what we enjoy. If your community is on these lists, contact us today to discuss next steps and optimal solutions. Each community on the list MUST take action, regardless if your community wants to utilize the funds or not. We look forward to lending a hand.

Learn more at: www.msa-ps.com/cdbg-close-program-affects-communities-in-wisconsin-illinois/

PROJECT WORK PLAN

To be successful in securing funds for the County, we will work closely with County staff to assure the application meets all Department of Administration (DOA) requirements. We will incorporate feedback and input from County staff with regard to proposed changes and additions to the grant application.

Proximity to Richland County

MSA's Baraboo office is approximately one hour from Richland Center. Andy Zimmer is currently the client liaison for the City of Richland Center and for the Village of Lone Rock. This close proximity will allow our team to be physically present at any required or requested project meetings.

County Staff and Public Input

Incorporated in our scope of services, we have indicated meetings in which we plan to be present; however, we can and will attend others as requested. This includes initial planning meetings, public participation meetings and any board meeting when adoption of resolutions or approval of other documents is required.

Quality Assurance | Quality Control

MSA has established a go-to QA/QC person experienced in CDBG funding to complete QA/QC on every deliverable.

COORDINATION PLAN

At every step in the application and administration process, we will provide draft documents for the County to review for input and changes prior to finalizing and/or executing or submitting them. Throughout the process, we will utilize our excellent working relationship with DOA staff to seek their input, feedback and review as allowable in this competitive grant process. If DOA requires any revisions or additional information, we will work with them to make sure their requests are met in a timely fashion.

Our team will also work very closely with the County to provide regular status updates and schedules for future steps in the process.

When we embark on the grant administration component, that requires additional coordination with the County, developers, contractors and government agencies, in particular for federal labor standards monitoring.

MSA can provide additional services to bolster the success of your project. Our Funding team consist of nine funding experts that can coordinate your project with other additional loan and grant programs. In addition, our funding experts work closely with our engineers, architects, and acquisition specialists to make certain all federal and state funding requirements are met.

FIRM PROFILE

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process.

It's more than a project. It's a commitment.

MSA's roots reach back to the 1930s. Once a rural land survey company, our firm now consists of more than 350 engineers, architects, planners, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high quality, cost-effective solutions.



63
INDUSTRY AWARDS
EARNED SINCE 2010

100%

EMPLOYEE-OWNED



\$500+ MILLION
GRANTS & LOW-INTEREST
LOANS

We've helped our clients secure
to help offset the cost of
infrastructure projects



350+
TEAM
MEMBERS
THROUGHOUT
OUR OFFICES

**ENABLING PEOPLE TO
POSITIVELY IMPACT
THE LIVES OF OTHERS**

CLIENT EXPERIENCE

Percentage of clients who say MSA met or exceeded their expectations based on the following categories.

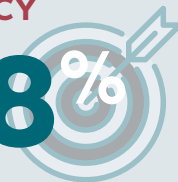
How does the Client Experience work in Proposals/ SOQs?

As part of our ongoing quality assurance program, we periodically request feedback from clients and project stakeholders to create better project outcomes for you.

These easy-to-complete surveys offer you the opportunity to comment on several areas of our performance throughout the duration of your project, which in turn helps us adapt our processes to your unique needs. Your feedback is specific to your project, and is returned directly to the people working with you. We pledge to respond to any issues you identify as the project proceeds.

ACCURACY

98%



HELPFULNESS

96%



QUALITY

99%



SCOPE & FEES

97%



RESPONSIVENESS

98%



SCHEDULE

98%



MSA'S PAST PERFORMANCE/EXPERIENCE WITH CDBG PROGRAM

FAST FACTS

With the changes in the CDBG process, Richland County will benefit from our years of experience in writing award-winning applications.

\$140 million: CDBG funding MSA has secured for client communities since 1977.

Over \$11.6 million: CDBG-PF and CLOSE funding secured for MSA clients thus far in 2020.

MSA has extensive experience with the CDBG program. Since 1977, MSA has secured more than \$140 million in CDBG funding for our client communities. These have included projects that incorporate improvements to public facilities, community facilities, public facilities for economic development (PFED), housing, and emergency assistance.

Throughout the past five years, MSA has secured more than \$39.2 million for municipal clients in CDBG-Public Facilities, CLOSE, and PFED funding. These dollars will support water, sewer, stormwater and road improvement projects as well as community facilities for our client communities. MSA also looks at other federal and state resources to “bundle” financial resources. In many projects, MSA has secured multiple grant and loan funding in addition to CDBG-PF/CLOSE funding to further lessen the burden on community budgets and local taxpayers. These have included USDA, Safe Drinking Water Loan/Principal Forgiveness, Clean Water Fund Loans/Principal Forgiveness, DOT Programs, and Tax Increment Financing.

In addition to grant writing, MSA's Funding Team offers unrivaled experience in providing CDBG-PF/CLOSE grant administration services to client communities in the state of Wisconsin. We provide

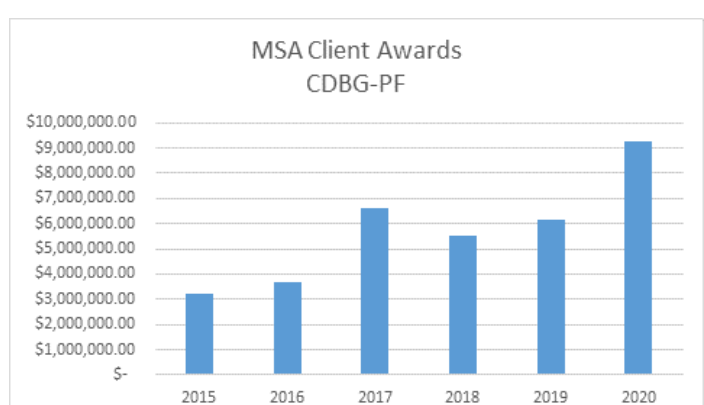
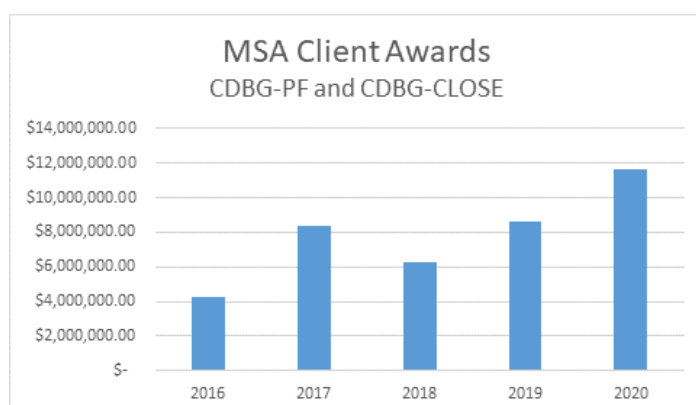
full grant administration services, including grant agreement negotiations, environmental review, procurement, labor standards compliance, semi-annual reporting, equal opportunity monitoring, grant monitoring and closeout in accordance with the latest CDBG Implementation Handbook.

MSA's Funding team has long been involved with the CDBG program. As a leader in the CDBG program, MSA regularly attends CDBG trainings sponsored by the Wisconsin Department of Administration (DOA) and has continually provided input to the state and HUD on behalf, and in support of governments across Wisconsin.

Throughout our years of experience with these programs, our funding experts have worked closely with our engineering staff to ensure expedient and efficient administration and implementation. This in-house working relationship minimizes potential problems with program implementation.

The graphs below and the table on the following page highlight MSA's experience with the CDBG program. MSA has consistently submitted fundable grant applications for our client communities. Over the past five years, our clients have netted 23-37% of the CDBG funds awarded by the DOA.

MSA also provides the grant administration services on these projects. The table on the next page provides “Findings/Concerns” the DOA had after monitoring our 2018 CDBG-PF projects. These findings/concerns have been resolved or are in the process of being resolved.



CDBG-PF AND CLOSE APPLICATION EXPERIENCE

Community	Project Description	Total Project Costs	CDBG-PF	CDBG-Close	
2020 CDBG-PF & CLOSE Applications					
City of Antigo	Street & Utility Reconstruction	\$1,920,526	\$1,000,000		
Village of Bangor	Downtown Revitalization	\$4,456,655		\$1,400,000	
City of Barron	Street & Utility Reconstruction	\$2,187,200	\$1,000,000		
Village of Deer Park	Storm Water Improvements	\$860,517	\$573,678		
City of Eagle River	WWTP & Lift Station Upgrades	\$1,828,000	\$1,000,000		
City of Fox Lake	Street & Utility Reconstruction	\$1,005,237	\$703,491		
Village of Kendall	Well & Well House	\$1,500,000	\$1,000,000		
City of Omro	Well & Well House	\$1,848,918	\$1,000,000	\$130,000	
City of Park Falls	Street & Utility Reconstruction	\$3,256,387	\$1,000,000		
City of Ripon	Street & Utility Reconstruction	\$2,200,000	\$1,000,000		
City of Shawano	Downtown Revitalization	\$1,527,598	\$1,000,000	\$507,598	
Taylor County	Homeless Shelter	\$320,000		\$320,000	
Totals		\$22,911,038	\$9,277,169	\$2,357,598	\$11,634,767
2019 CDBG-PF & CDBG-CLOSE Applications & Administration					
City of Amery	Downtown Revitalization	\$2,800,000	\$1,000,000		
City of Antigo	Street & Utility Reconstruction	\$4,753,233		\$1,495,873	
City of Beaver Dam	Street & Utility Reconstruction	\$3,060,343	\$1,000,000		
Florence County	Industrial Development	\$644,080		\$420,000	
Village of Frederic	WWTP & Sanitary Sewer Upgrades	\$1,850,000	\$1,000,000		
City of Princeton	Street & Utility Reconstruction	\$1,362,572	\$540,000		
Village of Randolph	Street & Utility Reconstruction	\$904,995	\$603,000		
Village of Siren	Street & Utility Reconstruction	\$1,677,175	\$1,000,000		
Village of White Lake	New Fire Station	\$1,850,000	\$1,000,000		
City of Hillsboro	WWTF Improvements	\$957,000		\$289,781	
City of Juneau	Street Improvements	\$703,297		\$253,361	
Totals		\$20,562,695	\$6,143,000	\$2,459,015	\$8,602,015
2018 CDBG-PF & CDBG-CLOSE Applications & Administration					Findings/Concerns
City of Augusta	Downtown Revitalization	\$3,894,000	\$500,000		1/0
Village of Bangor	Street & Utility Reconstruction	\$883,872	\$441,936		Monitoring in Process
Village of Boyceville	Downtown Revitalization	\$1,297,422	\$500,000		2/0
City of Clintonville	Street & Utility Reconstruction	\$1,626,000	\$500,000		0/1
City of Colby	Well Improvements	\$814,925	\$400,000		Monitoring in Process
City of Crandon	Street & Utility Reconstruction	\$1,207,838	\$500,000		Monitoring in Process
Village of Gilman	Library Expansion	\$600,000	\$300,000	\$300,000	Monitoring in Process
Village of Oakfield	Street & Utility Reconstruction	\$1,931,600	\$500,000	\$1,000,000	1/0
Village of Rothschild	Street & Utility Reconstruction	\$738,588	\$369,294		0/0
Village of Somerset	Well Improvements	\$1,355,810	\$500,000		1/0
City of Wautoma	Street & Utility Reconstruction	\$689,125	\$500,000		Monitoring in Process
Totals		\$15,039,180	\$5,011,230	\$1,300,000	\$6,311,230
Grand Totals		\$58,512,913	\$20,431,399	\$6,116,613	\$26,548,012

MSA'S CDBG-CLOSE SUCCESS



CITY | COUNTY OF SHAWANO, WI

The City of Shawano found itself to be in a unique situation in 2019. The DOA had just come to agreement with HUD to liquidate Wisconsin's CDBG-ED Revolving Loan Funds Program and at the same time the American Census Survey data shifted the majority of Shawano's populace into a category of "Low-Moderate-Income" (LMI) households. These two major shifts created an opportunity that the City could capitalize on.

MSA consulted with the City on various uses for the fund and ways that they would be able to potentially complete projects that had already been in the conceptual stage. One of these projects was the construction of a downtown open-air plaza. The City's 2018 Downtown Master Plan identified a priority to increase foot traffic in the downtown area. The goal was to broaden the appeal of the downtown shopping experience. The Downtown Master Plan identified that an open-air plaza could create a more pleasing atmosphere and reinvigorate the "Downtown Experience."

The CDBG-PF and CDBG-CLOSE program was identified as the mechanism that could make this project possible with little or no cost to the residents of Shawano. The plan would allow for the removal of two condemned, unsafe, previous business buildings and create a connection between the newly constructed Franklin Public Park and the downtown. The plaza will allow for new user amenities, a shaded area, display and performance areas, and most of all, an inviting environment that will allow visitors to relax and enjoy their surroundings.

The City would dedicate slightly more than \$500,000 toward the project and also complete a 2020 CDBG-PF grant application. The idea being that the CDBG-PF grant could provide up to \$1,000,000. The CDBG-PF grant would require a 1/3 match amount of approximately \$500,000, which would be covered by the City's CDBG-CLOSE account that had to be liquidated. The City was awarded the annual competitive CDBG funding and the end result was that the City is able to fund 100% of the projects \$1.5 million cost. The residents, users, and tax base will not be affected!

At the same time, MSA was providing services to Shawano County. Shawano County was in a situation where they had to liquidate almost \$800,000 due to the CDBG-CLOSE program. MSA assisted the County in finding CDBG eligible uses for the CLOSE (RLF) funds. MSA identified CDBG eligible projects in: the Village of Gresham, the Village of Tigerton, and future projects in the City of Shawano. MSA then assisted the County in the creation of a resolution that would allocate their CDBG-CLOSE fund to these communities. The cooperative agreement involving the City of Shawano and Shawano County allowed the City to assist the County by paying off the County's liability portion of their CDBG-CLOSE account. In return, the City was allocated \$425,000 to be applied as grant for an upcoming CDBG eligible project. MSA then worked with the County to allocate the remaining CDBG-CLOSE funds to the Village of Gresham and the Village of Tigerton. Both of these communities will be able to use in excess of \$180,000 in County CLOSE funds for the financing of their previously qualified CDBG-PF projects.

MSA'S CDBG-CLOSE SUCCESS



VILLAGE OF OAKFIELD | FOND DU LAC COUNTY, WI

The Village of Oakfield, like many other small communities, continues to struggle with ways to finance street and utility projects. As municipal revenues stay level or increase slightly each year, the cost of making needed street and infrastructure improvements continues to rise and out pace those revenues.

The most critical street and utility needs in the Village of Oakfield was a section of N. Main Street from Church Street to the north limits of the Village. N. Main Street is also County Trunk Highway Y. Fond du Lac County had scheduled to improve CTH Y in 2019 and the Village needed to replace the utilities under this street.

In 2018, the Village of Oakfield turned to MSA for assistance. The Village, with MSA's assistance, conducted an income survey of the households along N. Main to determine eligibility for the Community Development Block Grant Program for Public Facilities (CDBG-PF) program. The results of the survey indicated that the Village did qualify, and with MSA's assistance, submitted a grant application which was awarded that summer. The project was \$1.9 million and the Village received CDBG-PF funds amounting to \$500,000. The Village was left with funding the project at \$1.3 million.

In the fall of 2018, the Department of Administration rolled out the CDBG-CLOSE program. Fond du Lac County had approximately \$2.1 million available for projects. The portion of CTH Y (N. Main Street) in the Village of Oakfield qualified for CDBG-PF, and in April of 2019, Fond du Lac County approved allocating \$1.0 million of their CDBG-CLOSE funds to the Village of Oakfield N. Main Street and Utility Project. The project is scheduled to be completed this fall at the cost to the Village of approximately \$400,000.

MSA'S CDBG-CLOSE SUCCESS

FOND DU LAC COUNTY, WI

MSA helped the County in identifying projects that fit the grant eligibility requirements. The first project MSA identified is allowing the County an opportunity to pay for a portion of the reconstruction costs of the County Trunk Highway Y project that passes through an incorporated municipality. The funds expended by the County will also meet the “match” requirements of the local municipality’s street and utilities project, which had previously been approved as a CDBG-PF/CLOSE grant project.

RESULT: The County will save between \$400,000 and \$500,000 in previously budgeted dollars. The municipality will reduce their cost of the scheduled project by \$500,000. The County still has an available grant fund of \$1,200,000 for other County Trunk Highway projects that MSA will assist in identifying.



VILLAGE OF GILMAN | TAYLOR COUNTY, WI

The Village of Gilman, located in western Taylor County, had been researching for approximately 15 years about ways in which to expand their library facility which serves western Taylor County. The Village contracted with MSA to develop a CDBG-PF grant application to fund 50% of the proposed \$600,000 project. In the summer of 2018, the Village was awarded a CDBG-PF grant of \$300,000. Still struggling to come up with their share of the project, the Village and MSA contacted Taylor County to inquire on the use of the County’s CDBG-CLOSE monies, part of the CDBG-CLOSE program that rolled out in the fall of 2018. Taylor County had approximately \$620,000 of CDBG-CLOSE funds and was looking for ways to utilize the remaining money. Through negotiations with Taylor County, the County agreed to partner with the Village by providing \$300,000 of County CDBG-CLOSE funds for the library expansion.

After the collaborative sharing of these resources, Taylor County still had \$320,000 of CDBG-CLOSE funds remaining and identified the need for a homeless shelter in the County. Working with Taylor County and the Taylor County Housing Authority, MSA submitted a successful grant application to use the remaining County funds for a homeless shelter.

CONTACT | REFERENCES

Fond du Lac County, WI

ERIN GERRED, DIRECTOR OF ADMINISTRATION

(920) 929-3156

erin.gerred@fdlco.wi.gov

Village of Oakfield, WI

MIRIAM THOMAS, CLERK

(920) 583-4400

mthomas@villageofoakfield.com

City of Shawano, WI

EDDIE SHEPPARD, CITY ADMINISTRATOR

(715) 526-6138

esheppard@cityofshawano.com

Village of Gilman, WI

CANDICE GRUNSETH, VILLAGE CLERK

(715) 447-8650

gilmanclerk@gmail.com



Dave Rasmussen

PROJECT MANAGER

Dave will be responsible for coordinating all aspects of the grant application and administration process.

Dave is a community development specialist at MSA and has more than 35 years of community and economic development experience with communities in Wisconsin. He is experienced in a broad range of planning activities, including community and economic development, land use planning and downtown redevelopment. He has an extensive background in tax increment financing, and grant writing and administration. Between 2015 and 2016, Dave served as one of 12 experts on the State of Wisconsin’s Joint Legislative Council Special Committee on Tax Increment Financing.

EDUCATION

B.S., Regional Analysis
University of Wisconsin-Green Bay

AREAS OF EXPERTISE

- Community and Economic Development
- Tax Increment Financing
- Land Use Planning and Zoning
- Downtown Redevelopment
- Grant Writing and Administration
- Housing Rehabilitation
- Municipal Financing

SELECTED PROJECT EXPERTISE

COMMUNITY DEVELOPMENT BLOCK GRANT FACILITIES (CDBG-PF)

Cities of Abbotsford, Amery (2), Antigo (3), Augusta, Barron (2), Colby, Clintonville, Crandon, Eagle River (3), Hillsboro, Hurley (3), Ladysmith (2), Park Falls (2), Omro, Owen, Ripon, & Wautoma (2); and Villages of Athens, Bangor, Birchwood, Boyceville, Centuria, Colfax, Curtiss, Dorchester, Dresser, Frederic (2), Gilman, Hatley, Hixton, Luck, Minong (3), Oakfield, Siren (2), Somerset, Stratford, Webster (3) and Withee.

TAX INCREMENT FINANCING (TIF)

Cities of Abbotsford, Amery, Antigo, Barron, Bloomer, Chetek, Crandon, Eagle River, Hillsboro, Hurley, Marshfield, Park Falls, Rice Lake, Owen and Tomahawk; and Villages of Balsam Lake, Birchwood, Centuria, Colfax, Curtiss, Dorchester, Frederic, Grantsburg, Luck, Minong, Osceola, Ridgeland, Prairie Farm, Siren, Spencer, Stratford, Unity, Webster, and Withee.

COMPREHENSIVE PLANS

Cities of Altoona, Amery, Augusta, Hurley, Montreal; Villages of Dallas, Dresser, Exeland Lake Nebagamon, Luck, Siren; and Towns of Hayward, McKinley, Rice Lake, Stubbs, Wiergor and Meadow Brook.



Art Bahr

FUNDING SPECIALIST | CLIENT SERVICE MANAGER

Art will be responsible for the grant writing content and project management of the grant administration.

Art brings 13 years of experience working with various Wisconsin communities regarding CDBG, USDA-RD, DNR, and Wisconsin TIF funding. Art's unique experience in government administration and public/private utilities allow for an in-depth understanding of budgeting and funding. He has successfully guided many reconstruction and new construction projects. As a previous municipal administrator and elected official, he understands the difficult decisions and positions an official must make. In all of his positions, he has also taken great pride in his ability to form "win-win" relationships with local, state and federal regulators. He's a proven professional able to adapt and apply skills to attain any goal. Art is a team player and leader with strong communications skills and high standards of ethics and honesty.

EDUCATION

A.S., Leadership Development
Northeast Wisconsin Technical
College

REGISTRATIONS | AFFILIATIONS

2nd Class Power Engineer
Midwest Hydro Users Group
American Society of Civil Engineers
Wastewater Operators of Wisconsin
Wisconsin Society of Land
Surveyors
American Public Works Association
Wisconsin Rural Water Association

AUTHOR

*"CDBG-CLOSE Program Affects
Communities in Wisconsin,
Illinois," MSA Insights Blog Piece*

AREAS OF EXPERTISE

- CDBG-PF/CLOSE Funding
- CDBG-Close Program
- CDBG-ED Funding
- CDBG-PLNG Funding
- DNR Funding
- Wisconsin TIF Law
- Project Management
- Public Works Management
- OSHA/Construction Safety
- Regulatory Compliance
- LEAN Principles

SELECTED PROJECT EXPERTISE

- **Fire Department Facility Construction, CDBG-PF/CLOSE Funding Application, Village of White Lake, WI***
- **5th Avenue Reconstruction Project, CDBG-PF/CLOSE and CDBG-Close Funding Applications, City of Antigo, WI***
- **Tamarack Street Reconstruction Project, CDBG-PF/CLOSE Funding Application, Village of Randolph, WI***
- **S. Metonga, W. Jackson, W. Madison Street/Utility Reconstruction Project, CDBG-PF/CLOSE Funding Application and Administration, City of Crandon, WI***
- **W. 12th Street and Robert Street, Street/Utility Reconstruction, CDBG Funding Application and Administration, City of Clintonville, WI***
- **CDBG-Close Cooperative Fund Use, Langlade County/City of Antigo, WI***
- **Fond Du Lac County CDBG-Close Funding Use Assistance and Identification, Fond Du Lac County, WI***
- **Gresham Municipal Utilities, Relicensing of FERC Hydro Projects #2464 and #2484, Gresham, WI***
- **Gresham Municipal Utilities Automated Meter Reading Infrastructure Installation, Gresham, WI***
- **Multiple Street Improvement Projects, Gresham, WI***
- **Gresham Municipal Utilities Wastewater Treatment Plant Upgrade, Gresham, WI***
- **Multiple Funding and Funding Administration Projects, Gresham, WI***

**Denotes experience prior to MSA.*



Nicole Kruschel
FUNDING SPECIALIST

Nicole will provide grant administration services including wage rate monitoring, CDBG reporting, and file management.

Nicole has administered numerous DNR Environmental Loans (Safe Drinking Water and Clean Water Fund), CDBG and Rural Development projects as well as monitored more than 40 different Davis Bacon wage rate projects. Nicole has attended several training opportunities provided by these various funding agencies, so she is well versed with the requirements. Nicole trains internal staff on proper procedures for grant administration and wage rate monitoring.

EDUCATION

B.A., Elementary Education
University of Wisconsin-Whitewater

SELECTED PROJECT EXPERIENCE

- **CDBG-CLOSE Administration**, Florence County, WI
- **CDBG CLOSE Administration**, Juneau, WI
- **CDBG – PF Administration**, White Lake, WI
- **Clean Water Fund Application/Administration and CDBG Administration**, Beaver Dam, WI
- **Clean Water Fund and Safe Drinking Water Loan Program Application/Administration and CDBG Administration**, Augusta, WI
- **FEMA Public Assistance**, La Valle, WI
- **CDBG Administration**, Oakfield, WI
- **Clean Water Fund Application and Administration**, Johnson Creek, WI
- **Safe Drinking Water Application/Administration and CDBG-PF Administration**, Redgranite, WI



Andy Zimmer, PE
PROJECT ENGINEER

Andy will provide the quality control check of the project deliverables.

Andy specializes in providing municipal engineering services and trenchless technologies. He has more than 27 years of civil/municipal construction engineering and project management experience, and has worked in numerous south and central Wisconsin communities since 1990. Andy's background includes 20 years of design and construction services for municipal streets, sewer and water main extensions and rehabilitation, water reservoirs and wells, and stormwater systems. These projects include planning, estimating, coordination with funding programs, and fulfilling requirements of federal, state and local governmental review agencies. His background also includes more than seven years of transportation and municipal construction estimating, contracting and project management. Andy has been serving his local township as an elected board official for 11 years.

EDUCATION

B.S., Civil Engineering
University of Wisconsin – Platteville

REGISTRATION

Professional Engineer, WI

SELECTED PROJECT EXPERIENCE

North Industrial Park Expansion, Richland Center, WI

Led design, bidding, contracting, construction management and funding coordination throughout project.

Sewer Collection System Rehabilitation, Kendall, WI

Led design, bidding, contracting, construction management and funding coordination throughout project.

West Side Booster Station, Lodi, WI

Facilitated project design, local coordination and permitting.

Water Street Water Main Replacement, Baraboo, WI

Led design, bidding, contracting and construction management throughout project.



E. Carter Arndt, AIA
PROJECT ARCHITECT

Carter will lead any architectural services for the process as requested by the County.

Carter has more than 28 years of municipal architectural experience. He is dedicated to planning and designing dynamic buildings that not only respond to their environment and context but the people and community that use them. His design experience includes new construction, additions, and remodeling. Facilities types include parks and recreations facilities, libraries, community centers, municipal office buildings, public works garages and public safety facilities such as fire, EMS and police stations.

Beyond project management and architectural design, Carter's professional background includes developing code and feasibility studies, and cost estimates; organization, detailing and production of working drawings; consultant coordination; shop drawing review, and color selections. Since the onset of ADA, he has performed many of the MSA's ADA surveys and generated related reports.

EDUCATION

B.A., Architecture
Iowa State University

REGISTRATION

Professional Architect, WI, MN, IL, IA

SELECTED PROJECT EXPERIENCE

- **ADA Facility Audits**, Neenah, New Berlin, Elkhorn and Waupun, WI
- **Kilbourn Public Library**, Wisconsin Dells, WI
- **Westfield Community Center**, Westfield, WI
- **Lisa Link Peace Park**, Madison, WI
- **City Hall/Police/Library**, Cuba City, WI
- **Lowe Park South End Improvements**, Marion, IA
- **Hubbard Public Library**, Hubbard, IA
- **Devil's Lake Shop Service Building**, Baraboo, WI
- **Sauk City Public Works Garage**, Sauk City, WI
- **Sun Prairie WWTF Maintenance Garage**, Sun Prairie, WI
- **Vernon County Master Facility Plan**, Viroqua, WI
- **Master Facility Plan**, Holmen, WI
- **Police Station And Civic Campus**, Holmen, WI
- **Municipal Library**, Holmen, WI
- **Slinger Municipal Building**, Slinger, WI



Beth Steinhauer
SENIOR REAL ESTATE ACQUISITION
PROFESSIONAL

Beth will lead the real estate acquisition aspects of this project.

Beth provides project management for real estate acquisition services on rural and urban roadway design projects. She provides guidance on various components of such projects, including project scoping, design standards/review, utility involvement, public involvement, management of sub-consultants, agency coordination, right of way plat, title work and legal descriptions. Beth places an emphasis on interpersonal communication skills to effectively negotiate with clients and the public. She has more than 25 years of experience in eminent domain projects.

REGISTRATION

Approved WisDOT Negotiator
Wisconsin Real Estate Broker's License

SELECTED PROJECT EXPERIENCE

Beth has completed project manager/negotiator tasks for the following projects:

- **Rock County**, CTH A and Ruger Avenue (Janesville)
- **City of Janesville**, Main Street, Milton Avenue, Austin Road
- **City of Verona**, Nine Mound Road, CTH M, CTH PD
- **Vernon County**, CTH T - Spring Valley Creek Bridge
- **Green County**, Town of York - Hefty Creek Bridge
- **La Crosse County**, CTH XX, CTH M, CTH SN & CTH C
- **City of La Crosse**, Enterprise Avenue, West Avenue
- **Marathon County**
 - CTH E (75 parcels)
 - CTH U & 28th Avenue
- **City of Oak Creek**, South Howell Avenue (64 parcels)
- **City of Park Falls**, STH 13 (116 parcels)
- **City of Beaver Dam**, STH 33 (52 parcels)
- **City of Prairie du Chien**
 - Iowa & Wisconsin Street
 - STH 35/18, *Mooney Street to Washington Street*
- **Mauston - New Lisbon Union Airport**, 2.8-acre parcel, 4 parcel project with residential relocation
- **West Bend Municipal Airport**, Single Family Residence
- **WisDOT**
 - Project 1440-13-22 STH 23, Sheboygan County
 - Project 6320-08-22 STH 13/73, Wood County

KEY STAFF HOURLY RATES

KEY STAFF	HOURLY RATE	ESTIMATED HOURS GRANT APPLICATION	ESTIMATED HOURS GRAND ADMINISTRATION
Dave Rasmussen Project Manager	\$160/hr.	30	200
Art Bahr Funding Specialist	\$111/hr.	15	50
Nicole Kruschel Funding Specialist	\$84/hr.	30	250
Andy Zimmer, PE Project Engineer	\$160/hr.	10	TBD
E. Carter Arndt, AIA Project Architect	\$160/hr.	8	TBD
Beth Steinhauer Senior Real Estate Acquisition Professional	\$125/hr.	0	TBD

COST PROPOSAL FOR GRANT APPLICATION AND ADMINISTRATION

CDBG GRANT APPLICATION	FEE
Develop and submit two CDBG-Close Applications	\$12,500 Lump Sum (Both Applications)

CDBG GRANT ADMINISTRATION* (PER PROJECT)	FEE (LUMP SUM/ PER PROJECT)
A. Contract Assistance and Pre-Agreement Documents	\$2,000
B. Environmental Review*	\$5,000
C. Recordkeeping	\$1,000
D. Financial Management	\$8,000
E. Equal Opportunity	\$500
F. Federal Labor Standards Compliance/Wage Rate Monitoring	\$12,000
G. DoA Reporting/Monitoring	\$2,500
H. Citizen Participation Compliance Assistance	\$800
I. Program Closeout	\$2,500
Total CDBG Admin Per Project (Lump Sum)	\$29,300
* Fees for CDBG-Close Administration is Lump Sum with the exception of the Environmental Review which is an hourly rate.	

ADDITIONAL CDBG SCOPE ITEMS (IF REQUESTED)*	FEE
Acquisition Services	Negotiated
Architectural Services	Negotiated
Engineering Services	Negotiated
*It is important to note that if these services are requested and CDBG funds will be used to pay for these services, these services must be competitively procured.	



RATE SCHEDULE 2020

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 60 – \$115/hr.
CAD Technician	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration	\$ 75 – \$120/hr.
Hydrogeologists	\$125 – \$155/hr.
Planners	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers	\$ 86 – \$190/hr.
Project Manager.....	\$ 150 – \$238/hr.
Professional Land Surveyors	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov.
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.



Professional Services Agreement

This AGREEMENT (Agreement) is made today Date of Issuance by and between OWNER'S NAME (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Project Name

The scope of the work authorized is: Scope

The schedule to perform the work is: Approximate Start Date: Start Date
Approximate Completion Date: Completion
Date

The lump sum fee for the work is: Lump Sum Fee

The retainer amount required is: Retainer Required

NOTE: The retainer will be applied toward the final invoice on this project.

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.

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

OWNER'S NAME

MSA PROFESSIONAL SERVICES, INC.

Owner's Contact

Owner's Title

Date: _____

MSA Contact

MSA Title

Date: _____

Attest: City/Township/Village Clerk (WI
Only)

Clerk Name: _____

Date: _____

MSA Project Manager

Title

Date: _____

Owner's Address

Owner's City, Owner's State Owner's Zip

Phone: Owner's Phone

Fax: Owner's Fax

MSA Address

MSA City, MSA State MSA Zip

Phone: MSA Phone

Fax: MSA Fax

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

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

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

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. 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.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9. 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.

10. 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.

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

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

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

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

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

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

15. 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.

MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE OWNER AND MSA PROFESSIONAL SERVICES, INC.

This AGREEMENT ("Agreement") is made as of Date by and between OWNER (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), MSA Office Location, which agree as follows:

SECTION I - SERVICES TO BE PERFORMED

1.1 Scope of Services

MSA shall perform or furnish engineering, architectural, surveying, and planning services, and serve as a resource and liaison, pursuant to Task Orders issued by the OWNER to MSA.

1.2 Authorization of Services

1.2.1 Written Task Orders shall define the task requested, including the specific scope of services to be performed, the schedule, and the basis for payment (if other than as defined in this Agreement). When requested by the OWNER, MSA shall prepare draft Task Orders and submit them to the OWNER for review and execution. Each Task Order shall be executed by the authorized representatives of MSA and the OWNER designated in this Agreement. Each Task Order shall be deemed to incorporate the terms of this Agreement.

1.2.2 The OWNER's authorized representative may orally authorize MSA to begin furnishing services. Within five (5) business days thereafter, MSA shall submit to the OWNER a written Task Order, as described immediately above, which shall confirm the oral Task Order and provide for mutual execution by the parties. Such Task Order will be deemed executed if not returned with comments within two (2) business days thereafter.

1.3 Limit of Cost for Professional Services

Task orders shall not call for professional services whose cost would exceed \$75,000. Projects in excess of \$75,000 shall be performed by other written contract.

1.4 MSA's Authorized Representative

MSA Authorized Representative shall act as MSA's representative with respect to the services to be performed or furnished. Said person will have complete authority to transmit instructions, receive information, and interpret and define MSA's policies and decisions with respect to services.

SECTION II - THE OWNER'S RESPONSIBILITIES

2.1 OWNER'S Responsibilities

The OWNER, at its expense, shall do the following in a timely manner so as not to delay or hinder MSA in its furnishing of services:

2.1.1 Furnish MSA with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to each Task Order. Unless otherwise specified in the Task Order, MSA may rely upon OWNER-furnished information without independent verification.

2.1.2 Provide all criteria and full information as to OWNER's requirements including objectives and constraints, performance requirements, and budgetary limitations.

2.1.3 Assist MSA by furnishing all available information pertinent to the Task Order project.

2.1.4 Arrange for access to and make all provisions for MSA to enter upon public and private lands as required for MSA to perform its work under the Task Order.

2.1.5 Give prompt written notice to MSA whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MSA's services, or any defect or nonconformance in MSA's services or in the work of any Contractor.

2.1.6 Furnish to MSA data prepared by or services of others, including without limitation exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, land surveys, laboratory material tests and other special items together with appropriate professional interpretations of the foregoing.

2.1.7 Examine studies, reports, and construction contract documents presented by MSA, and render in writing decisions pertaining thereto.

- 2.1.8 The OWNER shall be responsible for the accuracy and completeness of furnished data, including, but not limited to, computations, record drawings, and maps furnished by the OWNER.

2.2 OWNER'S Representative

The OWNER'S Authorized Representative under this Agreement shall be Owner Authorized Representative, or his designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to MSA's services under this Agreement.

SECTION III - PERIOD OF SERVICES

3.1 Completion of Services

The services called for in each Task Order shall be completed according to a schedule agreed upon by the OWNER and MSA.

3.2 Term of Agreement

The initial term of this Agreement shall commence as of the date set forth above, and shall expire on Contract Expiration Date and shall thereafter automatically renew itself for successive periods of one year each, unless either party gives written notice of its intention to terminate or amend the Agreement by giving at least thirty (30) days prior written notice to the other party. Attachment A, Rate Schedule, shall be updated January 1st on an annual basis.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER'S NAME

MSA PROFESSIONAL SERVICES, INC.

Owner's Contract Representative
Contract Representative Title

MSA Service Line Leader Name
Vice President

Date: _____

Date: _____

Owner Secondary Representative
Secondary Rep Title
(WI Municipalities must have Clerk's Signature as the Secondary Signature)

MSA Team Leader Name
Team Leader

Date: _____

Date: _____



Task Order

To: Client Company Name
Client Contact
Address
City, State Zip

Date of Issuance: **Date of Issuance**

MSA Project No.: Project Number

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

Project Name: Project Name

The scope of the work authorized is: Scope

The schedule to perform the work is:

approximate start:	Start Date
approximate completion:	Completion Date

The lump sum fee for the work is: Price

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. 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.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

CLIENT COMPANY NAME

MSA PROFESSIONAL SERVICES, INC.

Client Contact
Client Contact Title
Date: _____

MSA Contact _____
MSA Title _____
Date: _____

Attest: City/Township/Village Clerk (WI Only)

MSA Address
City, State Zip
Phone: MSA Phone
Fax: MSA Fax

Clerk Name: _____
Date: _____

Address
City, State Zip
Phone: Client Phone
Fax: Client Fax