

Proposal to Provide Professional Consulting Services for Grant Application and Grant Administration Services for Richland County

Prepared For:

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

Prepared By:

Vierbicher
400 Viking Drive
Reedsburg, WI 53959

Contact Person:

Kurt R. Muchow
Principal
(608) 402-6378
kmuc@vierbicher.com



Prepared On:

September 21, 2020

©2020 Vierbicher Associates, Inc.

vierbicher
planners | engineers | advisors





Table of Contents

Description	Section	Page
Cover Letter	1	1
Project Scope Statement	2	2-3
Project Work Plan & Coordination Plan.....	3	4
Profile, Qualifications & References	4	5-11
Project Team.....	5	12
Project Budget	6	13
Project Fee Schedule	7	14
Professional Services Agreement	8	15-24
Appendix.....	9	
• Key Personnel Resumes		25-27
• CDBG Forms		28-29





SECTION 1: Cover Letter





September 21, 2020

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

RE: Richland County CDBG-CLOSE Grant Application and Administration Services

Dear Jasen,

On behalf of the Vierbicher team, it is my pleasure to present this proposal for providing Grant Application and Grant Administration Services for the CDBG-Close Program for Richland County.

As the Principal responsible for coordination of the Grant Application and Grant Administration process, I have nearly 40 years of experience working with projects and communities within this specific type of work. I also have nearly 40 years of experience with the State of Wisconsin CDBG Programs and other federal/state programs.

As a firm, we have provided grant administration services as part of our community and economic development services, for nearly 150 CDBG grants over the years. Our staff has the experience and technical capability to meet your grant application and grant administration needs. We appreciate your time and consideration as you review our proposal, to complete the CDBG-CLOSE grant application and administration services. If you have any questions or need additional information, please do not hesitate to contact me.

We look forward to the opportunity to work with the County on your project.

Sincerely,

Kurt R. Muchow
Project Principal
Direct: (608) 402-6378
E-mail: kmuc@vierbicher.com



SECTION 2: Project Scope Statement





Project Scope Statement

Project Scope

Richland County is applying for federal funding for two projects under the CDBG-CLOSE Program. The focus of this grant will be on the following two Public Facilities projects.

- **Richland Center, WI – City Auditorium Handicap Accessibility Project**

This project is located in downtown Richland Center and involves adding an elevator and handicap accessible restrooms to the existing historic building.

- **Lone Rock, WI - S. Oak St. Sidewalk and Lighting Project**

This project is located in downtown Lone Rock and involves replacement of the sidewalks and new street lights on sections of S. Oak Street. The project also involves the installation of a sidewalk on W. Pearl Street.

Scope of Services

The scope of services included in this proposal is for Application preparation and grant administration services for the CDBG-CLOSE Program, including the following:

Application Services

Provide services necessary for completion of two successful CDBG – CLOSE Public Facilities grant Applications. The scope of services shall include the following:

- Prepare a timeline, work plan and budget for the two projects.
- Prepare the Public Hearing notice for each Application and coordinate with the Client to get it published. Prepare a sign-in sheet and handouts for each Public Hearing and coordinate with the Client. Client shall attend the Public Hearings.
- Prepare agendas and resolutions required for the any other meetings as necessary for successful Applications. Client shall attend the other meetings.
- Communicating on an ongoing basis with the Client and stakeholders during the Application process.
- Regularly interfacing with Richland County staff concerning approaches and tasks through the Project, through meetings, telephone calls and emails.
- Prepare preliminary CDBG PF Applications and review with the Client.
- Coordinate with the Client and assist with preparation of documents required by the CDBG program including: Procurement Policy, Citizen Participation Plan, Fair Housing Ordinance, Lobbying Certification, Statement of Assurances, Relocation Plan/Anti-Displacement Policy and Non-Violent Demonstration & Excessive Use of Force Policy.
- Prepare the final grant Application, submit grant Application to the Wisconsin Department of Administration, Division of Housing (DOH) and respond to questions during the Application review period.
- Maintain hardcopy and/or electronic copies of all records, data collected, maps, photos, analyses, and documentation generated for the Applications and provide them to the Richland County as requested during and upon completion of the Planning process.
- Comply with CDBG regulations and policies applicable to the project Application process.

The final Applications must be completed and submitted to the DOA no later than January 8, 2021.



Grant Administration Services

Provide grant administration services for each Community Development Block Grant award (contingent upon awards), including the following:

- Assist with reviewing and finalizing CDBG grant agreement and amendment documents, as applicable.
- Establish and maintain record keeping and file system as required by the CDBG program.
- Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices and Request for Release of Funds.
- Coordinate Citizen Participation public hearing(s) and maintaining and submitting required records for Citizen Participation for the CDBG Project. The Client will attend the public hearings.
- Act as the Federal Labor Standards officer for the project. Duties shall include:
 - Obtaining Federal Wage Rates;
 - Assembling Federal Wage Rate documents into bidding specifications;
 - Monitor wage determination changes and issue new wage decisions during project bidding;
 - Complete and submit semi-annual labor standards compliance reports,
 - Monitor contractor payroll reports for compliance with Davis-Bacon requirements;
 - Interview contractor employees as required by Davis-Bacon Act;
 - Complete and submit the final Labor Standards Certification.
- Prepare and submit CDBG reporting documents for the CDBG Project, including Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/ Woman Business Enterprise (MBE/WBE) compliance reports, and Project Completion Report.
- Prepare and submit CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG Project.
- Manage financial records and prepare financial management journals as required by the CDBG program. Prepare and submit CDBG requests for payment and related required documentation.
- Prepare and submit closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.
- Complying with CDBG regulations and policies applicable to the Projects.

Services Not Included

The following services and associated costs are not included in the scope of services:

- Attendance at meetings.
- Architectural or engineering design including opinions of probable cost for the proposed improvements.
- Wetland delineations, archaeological & historical surveys or other detailed environmental investigations that may be required.
- Writing checks to pay invoices.
- Newspaper publication costs.
- Legal or audit services.
- Acquisition & relocation services.



SECTION 3:

Project Work Plan

Project Coordination Plan





Project Work Plan & Coordination Plan

A. Project Work Plan

A successful project begins and ends with effective project management. This starts with a detailed work plan. The work plan will be prepared for the project and distributed to the project team members. The plan identifies issues key to the success of the project as well as scope and schedule.

The Project Work Plan shall identify the following:

- Each major task of the Application and grant administration process,
- Identify who is responsible to complete the task, and
- Include target dates for completion.

B. Project Coordination Plan

1. Designation of Responsible Parties

The designated responsible parties representing the Client and Consultant respectively shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Kurt R. Muchow, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Kurt.

The Client designates Jasen Glasbrenner as their representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

2. Methods of Communication

Vierbicher staff will work directly with Richland County staff via email, phone and video conferencing to coordinate work efforts.

3. Email Groups

Group emails will be set-up for each of the projects, which will be used for general project coordination. Group emails help to ensure the key stakeholders are informed of the project activities and status.



SECTION 4: Profile, Qualifications & References





Description of Firm



Vision to Reality

Vierbicher is a community planning and civil engineering firm that has become a proven partner for thriving Wisconsin communities and developers. Our extensive experience working with both public and private clients has earned us the reputation as a trusted advisor and a firm that brings vision to reality.

Clients choose Vierbicher because we get projects done. While our core service is civil engineering, our extensive due diligence, market-based approach and public funding expertise have made us an industry leader with unmatched success rates.

In addition, our wide range of work with both public and private clients has uniquely positioned us to bring added value by connecting developers to community projects.

We pride ourselves on long-term client relationships, many spanning decades. Our multi-disciplined team of experts works collaboratively and efficiently from concept to completion to accomplish client goals on time and on budget.

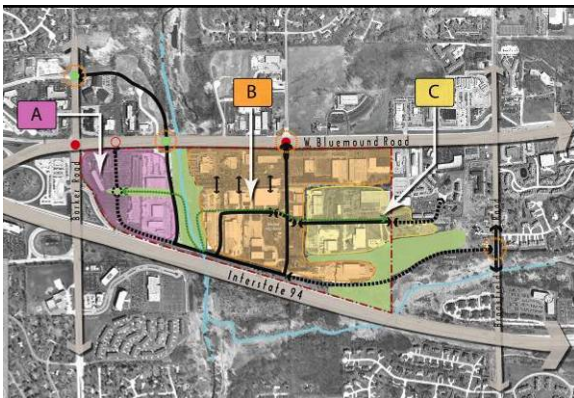
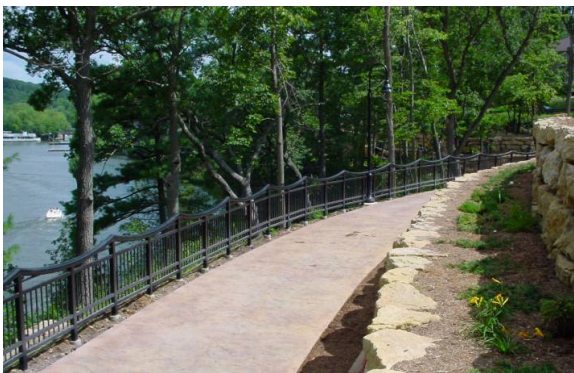


INTEGRATED SERVICES

- Planning & Community Development
- Economic Development
- Urban Design & Landscape Architecture
- Grant Writing & TIF
- Municipal Engineering
- Civil Engineering
- Surveying & GIS
- Water Resources Engineering



Experience with the CDBG Program



General Grant Funding Experience

Vierbicher has a long history of assisting client's to obtain grant funding. We have assisted our clients to obtain over \$100 million in grant funds. Our grant application success rate is over 85%. We also provide grant administration for a majority of the grant projects. Following is a summary of grant awards:

- 13 CDBG Planning Grants
- 34 CDBG Economic Development Grants
- 68 CDBG Public Facilities & EAP Grants
- 17 CDBG Public Facilities for Economic Dev. Grants
- 21 CDBG Housing Grants
- 23 WDOT Transp. Economic Assistance (TEA) Grants
- 5 WDOT Transportation Enhancement Grants
- 5 Economic Development Administration
- 21 Rural Development Grants and/or Loans
- 13 DNR CWF and SDWL Loans
- 57 DNR Park and Lake Grants
- 15 DNR Stormwater Management Grants
- Numerous Miscellaneous Grants

CDBG Program Experience

Vierbicher has assisted communities to obtain 154 CDBG grants totaling over \$60 Million. Following is a representative list of CDBG grants. Our experience related to CDBG grant programs include grant writing, grant administration, engineering design and construction phase services.

Representative CDBG Program Experience

Vierbicher has provided grant administration and project delivery services for the following building projects funded by CDBG programs:

- Viroqua - Library
- Richland Center - Sewer & Water Replacement
- Richland Center - WWTP
- Reedsburg - Storm Sewer Interceptor
- Linden - Well & Water Mains
- Richland Center - Sewer & Water Replacement
- Viroqua - Sewer & Water Replacement
- Gays Mills - Infrastructure
- Gays Mills - Library & Community Center
- Reedsburg - Park Place Apartments
- Reedsburg - Second Street Commercial
- Elroy - Electric Powerhouse Flood Proofing
- Marshfield - Tower Hall Rehab Conversion
- Loganville - Water Main Replacement
- Wonewoc - Sewer & Water Replacement
- Orfordville - Sewer & Water Replacement
- Edgar - Business Park Expansion



Featured CDBG Projects



RICHLAND CENTER, WI, WESTSIDE DRIVE ST & UTILITY RECONSTRUCTION

Project included reconstruction of portions of Westside Drive, Miner Court and West 2nd Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,721,569. The sources of funds included a \$500,000 CDBG PF grant, \$191,558 USDA Rural Development Grant, \$509,000 USDA Rural Development Loan and \$521,016 of matching funds. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



REEDSBURG, WI, FLOOD RECOVERY & MITIGATION

After the 2008 flood, the City of Reedsburg implemented a flood recovery and mitigation project including storm sewer construction, expansion of the industrial park, and redevelopment projects to the downtown. The City obtained \$5,735,000 of CDBG and EAP grant funds for the projects. Vierbicher provided grant writing, grant administration, engineering and surveying services for the projects. The projects were successfully completed.



VIROQUA, WI, NORTH RUSK AVE ST & UTILITY RECONSTRUCTION

Project included reconstruction of portions of North Rusk Avenue, Church Street and Washington Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,030,000. The City obtained a \$500,000 CDBG PF grant for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



VIROQUA, WI, NEW PUBLIC LIBRARY

Project included construction of a new 18,000 sf public library in the City's downtown. The total project cost was \$4,089,728. The City received a \$500,000 CDBG PF grant for the project. Vierbicher provided grant administration services for the project. The project was successfully completed.



Featured CDBG Projects



DODGEVILLE, WI, SPRING STREET RECONSTRUCTION

Project included reconstruction of portions of Spring Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,908,982. The City obtained a \$1,000,000 CDBG PF grant for the project. Vierbicher is providing grant administration, engineering and surveying service for the project.



SPARTA, WI, CHESTER STREET RECONSTRUCTION

Project included reconstruction of portions of Chester Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,047,500. The City obtained a \$500,000 CDBG PF grant for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



MAINE, WI, WATER SYSTEM IMPROVEMENTS

Project included reconstruction of portions of water distribution system, construction of two new wells and modifications to the water tower. The total project cost was \$4,828,000. The Village obtained a \$634,000 CDBG PF grant, \$2,892,000 USDA Rural Development grant and a \$1,173,000 USDA Rural Development loan for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project is under construction.



TIGERTON, WI, ELM STREET RECONSTRUCTION

Project included reconstruction of portions of Elm Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,129,325. The Village obtained a \$752,875 CDBG PF grant and a \$189,000 CDBG-CLOSE grant for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



CDBG PUBLIC FACILITIES & EMERGENCY ASSISTANCE GRANTS	
Community	Grant Award
New Lisbon, City of	\$ 194,000.00
Sparta, City of	\$ 115,700.00
Highland, City of	\$ 349,965.00
Readstown, Village of	\$ 145,605.00
Rewey, Village of	\$ 283,350.00
Sparta, City of	\$ 207,000.00
Linden, Village of	\$ 470,000.00
North Freedom, Village of	\$ 202,500.00
Sparta, City of	\$ 112,500.00
Viola, Village of	\$ 435,000.00
Patch Grove, Village of	\$ 191,530.00
Linden, Village of	\$ 264,825.00
Sparta, City of	\$ 145,162.00
Edgerton, City of	\$ 448,000.00
Prairie du Chien, City of	\$ 500,000.00
Hustler, Village of	\$ 245,516.00
Mauston, City of	\$ 338,350.00
Portage, City of	\$ 53,000.00
Portage, City of	\$ 205,000.00
Richland County	\$ 141,000.00
Westby, City of	\$ 175,480.00
DeForest, Village of	\$ 500,000.00
Lyndon Station, Village of	\$ 274,500.00
Mauston, City of	\$ 731,000.00
Richland County	\$ 141,880.00
Cashton, Village of	\$ 134,900.00
Melrose, Village of	\$ 211,600.00
Viola, Village of	\$ 230,000.00
Linden, Village of	\$ 300,000.00
Lyndon Station, Village of	\$ 630,400.00
Wonewoc, Village of	\$ 687,000.00
Ontario, Village of	\$ 127,000.00
Sparta, City of	\$ 220,000.00
LaValle, Village of	\$ 356,870.00
Gratiot, Village of	\$ 696,000.00
Viola, Village of	\$ 223,545.00
Wauzeka, Village of	\$ 337,000.00
Coon Valley, Village of	\$ 58,000.00
Potosi, Village of	\$ 356,448.00
DeSoto, Village of	\$ 146,800.00
Montfort, Village of	\$ 339,370.00
Linden, Village of	\$ 246,500.00
Wisconsin Rapids, City of	\$ 750,000.00
Dorchester, Village of	\$ 540,500.00
Antigo, City of	\$ 356,600.00

CDBG PUBLIC FACILITIES & EMERGENCY ASSISTANCE GRANTS	
Community	Grant Award
Stratford, Village of	\$ 272,670.00
Fenwood, Village of	\$ 56,000.00
Reedsburg, City of	\$ 750,000.00
Windsor, Town of	\$ 200,000.00
Gays Mills, Village of	\$ 4,086,000.00
Boscobel, City of	\$ 716,000.00
Lyndon Station, Village of	\$ 600,000.00
Wonewoc, Village of	\$ 350,000.00
Reedsburg, City of	\$ 4,583,080.00
Mauston, City of	\$ 1,571,000.00
Marathon City, Village of	\$ 128,718.00
Sauk County	\$ 1,135,884.00
Wonewoc, Village of	\$ 204,000.00
Loganville, Village of	\$ 168,200.00
Boscobel, City of	\$ 171,500.00
Richland Center, City of	\$ 500,000.00
Orfordville, Village of	\$ 500,000.00
Wonewoc, Village of	\$ 233,090.00
Linden, Village of	\$ 500,000.00
Richland Center, City of	\$ 500,000.00
Sparta, City of	\$ 500,000.00
Viroqua, City of	\$ 500,000.00
Rhineland, City of	\$ 500,000.00
Boscobel, City of	\$ 481,000.00
Tigerton, Village of	\$ 752,875.00
Maine, Village of	\$ 634,310.00
Rock Springs, Village of	\$ 819,000.00
Rock Springs, Village of (CLOSE)	\$ 325,000.00
Whitewater, City of	\$ 500,000.00
Rock Springs, Village of (CLOSE)	\$ 659,000.00
Ontario, Village of	\$ 1,000,000.00
Coon Valley, Village of	\$ 1,000,000.00
Reedsburg, City of	\$ 283,742.00
Total	\$ 38,716,723.00





CDBG PLANNING GRANTS	
Community	Grant Award
Wonewoc, Village of	\$ 2,500.00
Wilton, Village of	\$ 5,000.00
Reedsburg, City of	\$ 14,250.00
Wisconsin Dells, City of	\$ 19,000.00
North Fond du Lac, Village of	\$ 20,000.00
Berlin, City of	\$ 18,000.00
Wisconsin Rapids, City of	\$ 18,000.00
Gays Mills, Village of	\$ 25,000.00
Kronenwetter, Village of	\$ 25,000.00
Rhineland, City of	\$ 15,000.00
Elroy, City of	\$ 17,650.00
Lyndon Station, Village of	\$ 11,000.00
Hillsboro, City of	\$ 15,000.00
Ontario, Village of	\$ 13,400.00
Total	\$ 218,800.00
CDBG ECONOMIC DEVELOPMENT GRANTS	
Community	Grant Award
Reedsburg, City of	\$ 387,600.00
New Lisbon, City of	\$ 158,800.00
Reedsburg, City of	\$ 296,000.00
Reedsburg, City of	\$ 114,500.00
Highland, Village of	\$ 85,865.00
Avoca, Village of	\$ 59,250.00
Lake Delton, Village of	\$ 750,000.00
Sparta, City of	\$ 240,000.00
Lyndon Station, Village of	\$ 480,000.00
Highland, Village of	\$ 73,096.00
Iowa County	\$ 128,500.00
Menasha, City of	\$ 193,500.00
Menasha, City of	\$ 151,800.00
Reedsburg, City of	\$ 160,000.00
Darlington, City of	\$ 192,500.00
Darlington, City of	\$ 205,000.00
Cascade, Village of	\$ 100,000.00
Plover, Village of	\$ 750,000.00
Richland County	\$ 750,000.00
Westport, Town of	\$ 607,500.00
Sun Prairie, City of	\$ 422,624.00
Athens, Village of	\$ 75,000.00
Sparta, City of	\$ 292,000.00
Hustisford, Town of	\$ 218,000.00
DeForest, Village of	\$ 391,000.00
Plymouth, Town of	\$ 200,000.00
Belleville, Village of	\$ 153,900.00
Horicon, City of	\$ 160,000.00
Monroe, City of	\$ 106,000.00
Grant County	\$ 213,000.00
Marathon County	\$ 662,000.00
Vernon County	\$ 126,000.00
Marathon County	\$ 906,000.00
Marathon County	\$ 106,000.00
Total	\$ 9,915,435.00

CDBG PFED GRANTS	
Community	Grant Award
Brodhead, City of	\$ 515,000.00
Evansville, City of	\$ 221,700.00
Lyndon Station, City of	\$ 132,445.00
Reedsburg, City of	\$ 750,000.00
New Lisbon, City of	\$ 129,050.00
DeForest, Village of	\$ 600,000.00
DeForest, Village of	\$ 198,000.00
Mauston, City of	\$ 150,000.00
Cashton, Village of	\$ 106,000.00
Sparta, City of	\$ 284,500.00
DeForest, Village of	\$ 256,000.00
Prairie du Chien, City of	\$ 250,000.00
Monroe, City of	\$ 300,000.00
Marathon City, Village of	\$ 250,000.00
Baraboo, City of	\$ 386,000.00
Edgar, Village of	\$ 240,565.00
Marathon City, Village of	\$ 340,000.00
Kiel, City of	\$ 500,000.00
Total	\$ 5,609,260.00

CDBG HOUSING GRANTS	
Community	Grant Award
Reedsburg, City of	\$ 737,360.00
Hustler, Village of	\$ 114,035.00
New Lisbon, City of	\$ 346,300.00
New Lisbon, City of	\$ 173,200.00
Highland, Village of	\$ 230,650.00
Sparta, City of	\$ 313,300.00
Highland, Village of	\$ 214,900.00
Mauston, City of	\$ 392,500.00
Reedsburg, City of	\$ 544,000.00
Sparta, City of	\$ 314,000.00
Avoca, Village of	\$ 209,845.00
Linden, Village of	\$ 271,250.00
Merrill, City of	\$ 743,500.00
Loganville, Village of	\$ 277,500.00
Reedsburg, City of	\$ 498,500.00
Marshfield, City of	\$ 495,650.00
Wisconsin Rapids, City of	\$ 496,225.00
Merrill, City of	\$ 410,550.00
Wisconsin Rapids, City of	\$ 494,500.00
Menasha, City of	\$ 370,875.00
Reedsburg, City of	\$ 464,500.00
Total	\$ 8,113,140.00





References

Location:	Richland Center, City of
Project:	CDBG-Public Facilities—West Side Drive
Grant Amount:	\$500,000
Contact:	Melinda Jones, Clerk melinda.jones@richlandcenter.com 608-647-3466
Address:	450 S. Main Street. Richland Center, WI 53581
Location:	Viroqua, City of
Project:	CDBG-Public Facilities—Rusk Avenue Reconstruction
Grant Amount:	\$500,000
Contact:	Lori Polhamus, Clerk lpolhamus@viroqua-wisconsin.com 608-637-7154 ext 11
Address:	202 N. Main Street, Viroqua, WI 54665
Location:	Reedsburg, City of
Project:	CDBG-Public Facilities—Flood Recovery
Grant Amount:	\$4,583,080.00
Contact:	Steve Zibell, DPW szibell@ci.reedsburg.wi.us 608-768-3355
Address:	134 S. Locust Street., PO Box 490, Reedsburg, WI 53959



SECTION 5: Project Team





Project Team



This project team has been selected specifically for the CDBG-CLOSE Program Grant Application and Grant Administration Services. The team offers strong expertise in CDBG grant administration, and working with the Department of Administration. Kurt Muchow has been assisting communities throughout Wisconsin on public funding for nearly forty years. Mark Steward has over 20 years of experience in Planning & Zoning and as a Municipal Administrator, Katherine Westaby has assisted with grant applications and administration on 12 CDBG projects since 2016. Deena Jackson has assisted with grant applications and administration on several CDBG projects since 2019. Staff resumes are located on the following pages.



SECTION 6: Project Budget





Project Budget

Grant Applications

The fixed fee to provide CDBG-CLOSE grant application services outlined in this proposal is as follows:

- Richland City Auditorium Handicap Accessibility Project = \$4,500.00.
- Lone Rock Sidewalk and Lighting Project = \$4,500.00.

The anticipated level of effort for each team member and major task is below.

Anticipated Level of Effort by Team Member for Each Project

- Kurt Muchow: 15% (\$675).
- Mark Steward, Katherine Westaby & Deena Jackson: 85% (\$3,875).

Anticipated Level of Effort by Major Task for Each Project

- Supporting Document Preparation: 25% (\$1,125).
- CDBG-CLOSE Application Preparation: 50% (\$2,250).
- Coordination: 25% (\$1,125).

Grant Administration

The fixed fee to provide the grant administration services outlined in this proposal is as follows:

- Richland City Auditorium Handicap Accessibility Project = \$17,500.00.
- Lone Rock Sidewalk and Lighting Project = \$17,500.00.

The anticipated level of effort for each team member and major task is below.

Anticipated Level of Effort by Team Member for Each Project

- Kurt Muchow: 15% (\$2,625).
- Mark Steward, Katherine Westaby & Deena Jackson: 85% (\$14,875).

Anticipated Level of Effort by Major Task for Each Project

- Environmental Review Record: 15% (\$2,625).
- Financial Management: 20% (\$3,500).
- Semi-Annual & Annual Reporting: 20% (\$3,500).
- Monitoring & Close-out: 15% (\$2,625).
- Labor Standards: 25% (\$4,375).
- Equal Opportunity, Fair Housing & Citizen Participation: 5% (\$875).

Note, If the Client would like to perform some of the activities included in the Consultants scope of services, we are willing to adjust the fee accordingly.



SECTION 7: Fee Schedule





Project Fee Schedule

Following is the fee schedule for the staff providing grant application and grant administrations services:

- Kurt Muchow = \$150 / hour
- Mark Steward = \$120 / hour
- Katherine Westaby = \$120 / hour
- Deena Jackson = \$80 / hour



SECTION 8: Professional Services Agreement





September 21, 2020

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

Re: Agreement to Provide Professional Consulting Services
Richland County CDBG-CLOSE Grant Application and Administration Services

Dear Jasen,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Proposal to provide grant application and grant administration services for the Richland County, (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

Richland County is applying for federal funding for two projects under the CDBG-CLOSE Program. The County has CLOSE funds of approximately \$1.2 million to be used for the Richland Center – City Auditorium Handicap Accessibility Project and the Lone Rock – S. Oak St. Sidewalk and Lighting Project.

II. SCOPE OF SERVICES

A. General

Consultant shall work with Client to prepare two Grant Applications and provide CDBG Grant administration services for the both projects. All work to be undertaken as part of this proposed program must be undertaken in accordance with the Federal Code of Federal Regulations, including but not limited to 24 CFR, Part 570 and 24 CFR, Part 58; and other applicable State and federal requirements.

B. Specific Services Provided by Consultant

1. CDBG-CLOSE Grant Applications
 - a) Assist the Client with the preparation, coordination of processes required for the Applications and Application submittal to the Department of Administration no later than January 8, 2021.
 - b) Establishing a timeline, work plan and budget for the two projects.
 - c) Coordinating the Citizen Participation Public Hearing (required prior to the submission of the CDBG CLOSE Applications) and any other meetings as necessary for successful application.

- d) Communicating on an ongoing and periodic basis with stakeholders during the Application processes.
- e) Regularly interfacing with Richland County staff concerning approaches and tasks through the Project, through meetings, telephone calls and emails.
- f) Maintaining hardcopy and/or electronic copies of all records, data collected, maps, photos, analyses, and documentation generated for the Applications; providing them to Richland County as requested during and upon completion of the Planning process.
- g) Complying with CDBG regulations and policies applicable to the project Application process.

2. CDBG Grant Administration

- a) Assist the Client with finalization of the CDBG grant agreement and amendments, as applicable.
- b) Coordinate Citizen Participation meeting(s), maintain and submit required records for Citizen Participation. Attend one public hearing during the implementation of the project.
- c) Establish and maintain record keeping and file system as required by the CDBG program.
- d) Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices and Request for Release of Funds.
- e) Act as the Federal Labor Standards officer for the project. Duties shall include:
 - (1) Obtaining Federal Wage Rates;
 - (2) Assembling Federal Wage Rate documents into bidding specifications;
 - (3) Monitor wage determination changes and issue new wage decisions as needed during project bidding;
 - (4) Complete and submit semi-annual labor standards compliance reports,
 - (5) Monitor contractor payroll reports for compliance with Davis-Bacon requirements;
 - (6) Interview contractor employees as required by Davis-Bacon Act;
 - (7) Complete and submit the final Labor Standards Certification.

- f) Manage financial records and prepare financial management journals as required by the CDBG program. Prepare and submit CDBG requests for payment and related required documentation.
- g) Assist the Client with setting up the grant account to receive CDBG disbursements. Prepare and submit requests for disbursement of funds. Coordinate payment of project invoices with other funding sources and document matching funds.
- h) Assist with Equal Opportunity compliance as required by the CDBG program.
- i) Assist with Fair Housing Actions required by the CDBG program.
- j) Prepare and submit CDBG reporting documents including semi-annual reports, single audit statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Woman Business Enterprise (WBE/MBE) compliance reports, and Project Completion Report as outlined in the CDBG Contract.
- k) Prepare and submit CDBG monitoring documents and respond to monitoring requirements.
- l) Prepare and submit closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.
- m) Comply with CDBG regulations and policies applicable to the project.

C. Additional Services if Requested by Client

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that creates a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this agreement: meeting attendance, architectural/engineering services, surveying, wetland delineation, archaeological & historic surveys, writing checks to pay invoices, newspaper publication costs, legal, auditing and acquisition & relocation services.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, Richland County and performance

requirements, flexibility, expandability, and any budgetary limitations; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.

- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Set-up and maintain a Bank account to receive CDBG funds.
- D. Disburse CDBG and other funds to pay for project costs.
- E. Services of an architect and engineer to design, bid and administer construction.
- F. Services of the municipal attorney.
- G. Miscellaneous expenses incurred by the Client related to the implementation of the CDBG Program. These expenses may include personnel training, travel, postage, office supplies, telephone, newspaper publication costs, and copies.

V. SCHEDULE

The proposed project will take place over a 28-month period. Richland County's goal is to have the CDBG-CLOSE Application process completed no later than January 8, 2021. The CDBG-CLOSE Project Grant Administration is expected to be completed no later than 24 months from the time the grants are awarded. The CDBG grant administration activities will be provided throughout the project implementation. Consultant will schedule the work activities to meet the project schedule.

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Two CDBG-CLOSE Public Facilities Grant Applications;
- B. Two sets of grant administration documents required by the CDBG program during implementation.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Kurt R. Muchow Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Kurt.

The Client designates Jasen Glasbrenner as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

- A. The fixed fee to provide the above-described scope of services is as follows:
 - 1. CDBG-CLOSE Grant Applications = \$ 4,500.00 each.
 - 2. CDBG Grant Administration = \$17,500 for each grant award.
- B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C. Reimbursable expenses are included in the above stated fees.

IX. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

In connection with the performance of work under contract, Consultant agrees to comply with: **Title VI of the Civil Rights Act of 1964 (P.L. 88-352)**, which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Urban Development Act of 1974, as amended, which provided that no person shall be excluded from participation (including employment), denied benefits or subjected to discrimination on the basis of race, color, national origin, or sex, under any program or activity, funded in whole or in part under Title I (Community Development) of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

Executive Order 11246, as amended, which provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally-assisted construction contracts in excess of \$2,000.

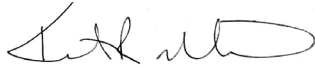
Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

X. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 11-6-18 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Kurt R. Muchow
Principal

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.


Client

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

Date

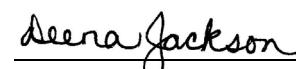
Witness

Consultant



Kurt R. Muchow, Principal
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, WI 53959

September 21, 2020
Date



Witness

© 2020 Vierbicher Associates, Inc.

VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- I. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant 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 between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the limits of Consultant's professional liability insurance policy, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of Agreement or breach of express or implied warranty.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

12. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

13. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or

construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

14. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

15. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

16. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain.

17. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

18. Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of Agreement and breach of warranty.

19. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

20. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

21. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

22. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

23. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

24. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

25. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern



SECTION 9: Appendix





Key Personnel Resumes





COMMUNITY DEVELOPMENT CONSULTANT

Kurt R. Muchow



BACKGROUND & ROLE

Kurt has over 40 years of experience providing consulting services to local units of government. He has extensive experience with planning and implementation of community development programs with a particular emphasis on industrial development, downtown revitalization, business & developer recruitment, development agreements, capital improvements planning, funding research, grant & loan applications, grant administration and tax incremental financing. Kurt has assisted Clients obtain over \$87 million in grant funding and has significant experience with a variety of state and federal funding programs.

RECENT PROJECT EXPERIENCE

EDUCATION

Madison Area Technical College
Associate Degree, Civil
Engineering (1975)

Fox Valley Technical College
Associate Degree, Natural
Resources (1976)

PROFESSIONAL EXPERIENCE

Vierbicher (1980)
Principal
Board of Directors

Terrametrics Engineering, Ltd.
(1978)
Engineer Technician, Land
Surveyor

Wisconsin DNR - Bureau of Water
Regulation & Zoning; Flood Plain
(1976)

USDA Forest Service (1976)
G.S. 4 Engineer Technician

Sauk County Planning & Zoning
(1975)

REGISTRATIONS & CERTIFICATIONS

Certified Economic Development
Finance Professional—National
Development Council

PROFESSIONAL AFFILIATIONS

Wisconsin Economic
Development Association

Wisconsin County/City
Management Assn.

Public Funding Services

- Capital Improvements Planning
- Funding Research & Analysis
- Grant & Subsidized Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing
- Redevelopment Authorities

Representative Grant & Loan Program Experience

Kurt has assisted Clients obtain over \$87 million in grant funding and has significant experience with the following funding programs and/or agencies:

- Community Development Block Grant (CDBG) Program
- Wisconsin Department of Natural Resources
- Wisconsin Department of Transportation Local Programs
- Wisconsin Economic Development Corporation
- USDA Rural Development
- US Economic Development Administration

Representative Tax Incremental Financing Experience

Kurt has assisted Clients with the creation and/or amendment of over 120 TIF districts. He also has significant experience assisting Clients with implementation of TIF programs. Kurt's experience includes the following types of Tax Increment Districts:

- Industrial Development
- Blight Elimination
- Rehabilitation & Conservation
- Mixed Use
- Environmental Remediation

Representative Economic Development Projects

Kurt has assisted Clients with the recruitment and implementation of the following representative economic development projects:

- Lands' End, Reedsburg, WI
- Cabela's, Prairie du Chien, WI
- Sharratt Cold Storage Warehouse, Reedsburg, WI
- Greenheck, Schofield, WI
- Maratech, Marathon City, WI



SENIOR COMMUNITY DEVELOPMENT CONSULTANT

Mark Steward, AICP



BACKGROUND & ROLE

With over 20 years of experience in Planning & Zoning and as a Municipal Administrator, Mark has developed a wide range of skills in both the public and private sectors. Mark's expertise is in economic development, grant writing, administration, writing and interpreting ordinances, codes and laws, policies, and administering and enforcing zoning. He is also a master with budgeting financials and project management.

EDUCATION

Bachelor of Science Degree
(1994)
University of Minnesota,
Minneapolis, MN

PROFESSIONAL EXPERIENCE

Vierbicher
Senior Community
Development Consultant (2020)

Kalahari Development
Facilities Director (2017-2020)

City of Elroy
City Administrator (2011-2017)

Sauk County
Planning and Zoning Director
(2007-2011)

Rusk County
Zoning Administrator (2003-2007)

Ayres Associates
Project Manager (1999-2003)

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Planners

American Planning Association
- Wisconsin Chapter

Wisconsin City/County
Management Association

RECENT PROJECT EXPERIENCE

Planning & Zoning

- Sauk County Comprehensive Plan
- Highway 12 Corridor Study, Sauk Co.
- Elroy Downtown Revitalization Plan
- Elroy Zoning Code Update
- Sauk County Zoning Ordinance Update
- Rusk County Zoning Ordinance Rewrite

Community Development

- Development Agreements
- Memorandums of Understanding
- Business Recruitment & Retention
- Blight Remediation

Public Funding

- Capital Improvements Planning
- Funding Research & Analysis
- Grant & Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing

Floodplain Management & Floodplain Mitigation

- CDBG-EAP Grant Application & Administration, Elroy
- WDNR Municipal Flood Control Grant, Elroy
- Powerhouse Flood Mitigation Project, Elroy
- FEMA Flood Buyout Application & Administration
- Sauk Co. Floodplain Ordinance
- Rusk Co. Floodplain Ordinance
- Elroy Floodplain Ordinance
- Viola Economic Recovery Plan
- La Farge Economic Recovery Plan



COMMUNITY DEVELOPMENT CONSULTANT

Katherine Westaby, AICP



BACKGROUND & ROLE

With a decade of successful experience in community planning and managing projects, Katherine specializes in connecting plans to community vision through public engagement, utilizing maps to assist with decision making and creating policies. Katherine has extensive experience with GIS mapping, Comprehensive Plans, Comprehensive Outdoor Recreation Plans, Housing Studies, grant applications and grant administration. Additionally, Katherine served as an alderperson for her local community. As a Wisconsin Downtown Action Council board member and past local Main Street Vice-President, Katherine is a strong believer that our downtown's and main streets are the heart of our communities.

RECENT PROJECT EXPERIENCE

EDUCATION

Master of Community
Planning (2013)
University of Cincinnati -
Cincinnati, Ohio

BA in Geography (2011)
Miami University - Oxford, Ohio

PROFESSIONAL EXPERIENCE

Vierbicher
Community Development
Consultant (2016-2018, 2019)

City of Platteville
Planner/Community
Development Specialist (2018)

Southwestern Wisconsin Regional
Planning Commission
Planner/GIS Specialist (2014)

Mt Auburn Chamber of
Commerce
- Cincinnati, Ohio
Urban Planning Assistant (2013)

Chicago Mayor's Office,
Chicago, Illinois
Graduate Fellow (Summer 2012)

Cincinnati Area Geographic
Information Systems (CAGIS) -
Cincinnati, Ohio
Graduate Assistant (2011-2012)

PROFESSIONAL CERTIFICATIONS

American Institute of Certified
Planners

IEDC Economic Development
Course - September 2015

Planning & Community Development

- Central Main Street Corridor Redevelopment Plan, Sun Prairie, WI
- Historic Water Tower Area Plan, City of Schofield, WI
- Downtown Master Plan, City of Shawano, WI
- City Planner, Historic Preservation Planner, and Zoning Administration, City of Platteville, WI*

Comprehensive Planning

- City of Algoma
- Village of Harrison
- City of Mauston
- Town of Verona, WI
- Town of New Glarus, WI

Public Funding

- Spring Street Reconstruction, CDBG Administration, City of Dodgeville, WI
- Rusk Avenue Street Reconstruction, CDBG Administration, City of Viroqua, WI
- Chester Street Reconstruction, CDBG Administration, City of Sparta, WI
- West Side Drive Reconstruction, CDBG Administration, City of Richland Center, WI

Housing

- Housing Study and Needs Assessment, City of Monroe, WI
- Housing Market Analysis, City of Nekoosa, WI
- Housing Market Analysis, Village of Marathon City, WI
- Housing Study and Needs Analysis, Sauk County Development Corporation, Sauk County, WI
- Housing Study and Needs Analysis, Waukesha, WI

Parks & Recreation

- Comprehensive Outdoor Recreation Plan, Town of New Glarus, WI
- Park Impact Fee Assessment & Park Planning Assistance, City of Reedsburg, WI
- Park Facilities Needs Assessment, Town of Lisbon, WI
- Parks Master Plan, City of Platteville*

*Completed outside of employment at Vierbicher



CDBG Forms



Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Community Development Block Grant – CDBG-CLOSE Program
Richland County, WI

Do you have family or business ties to any of the people listed below?

Yes ☐

No ☐

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

- ☐ Marty Brewer – Richland County Board - Chairman
- ☐ Dave Turk – Richland County Board – Vice Chairman
- ☐ Sean Murphy-Lopez – Richland County Finance Committee - Chairman

RICHLAND COUNTY ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:

- ☐ Clinton Langreck – County Administrator
- ☐ Jasen Glasbrenner – Richland Economic Development Director

ENGINEERING AND CONSULTING FIRM(S):

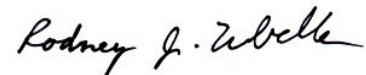
- ☐ Vierbicher Associates, Inc., Engineering Consulting Firm

Description of Relationship(s):

Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the Richland County Board and Committee meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

Rodney J. Zubella, PE
Printed Name of Individual

President / CEO
Title



Signature

Vierbicher Associates, Inc.
Name of Business/Firm/Company

September 21, 2020
Date Signed [MM/DD/YYYY]

Division of Energy, Housing and Community Resources

Lobbying Certification

GRANTEE/UGLG NAME: Richland County
DEHCR GRANT AGREEMENT #: _____

LOBBYING CERTIFICATION

FROM THE

☐ Municipality/UGLG: _____
☒ Contractor/Sub-Contractor
☐ Other: _____

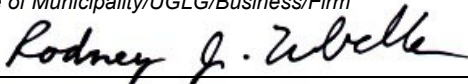
The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vierbicher Associates, Inc.

Name of Municipality/UGLG/Business/Firm



Signature of the Chief Elected Official, Owner, or Chief Executive Officer

President / CEO

Title

09/21/2020

Date Signed

Rodney J. Zubella, PE

Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer