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January 28, 2025

Mr. Jasen Glasbrenner
Economic Development Director
City of Richland Center
450 South Main Street
Richland Center, WI 5358

Re: 2025 Landfill Monitoring Proposal
Richland Center Landfills (Licenses #01519 & #03065)
Richland Center, Wisconsin
Richland County
MSA Proposal - P0013088

Dear Mr. Glasbrenner,

Thank you for contacting MSA for the opportunity to provide landfill compliance services for the City of Richland Center. This proposal outlines the Scope of Services and cost proposal for 2025 for the above Richland Center Landfills. MSA Professional Services, Inc. (MSA) will complete the 2025 landfill monitoring services at the above landfills according to the scope of work below.

Scope of Services

The scope of services for 2025 includes semi-annual monitoring of groundwater monitoring wells, landfill gas monitoring, and leachate observations and sample collection from the existing leachate system in March and September 2025. Semi-annual GEMS reports will be submitted to the Wisconsin Department of Natural Resources (WDNR) to document these activities. MSA is familiar with the landfill property and the following outlines the 2025 scope of work.

Conduct the following work at Landfill #03065 in March and September 2025

Monitoring Well Network - (11 monitoring wells)

- Inspect and record monitoring well performance and condition.
- Access and measure groundwater elevations from the monitoring well network
- Collect pH, temperature, conductivity, odor, color, and turbidity field parameters.
- Sample the monitoring wells for alkalinity, hardness, boron, chloride, iron, and sulfate.

Leachate Collection System (1 Location)

- Collect depth, temperature, conductivity, odor, color, and turbidity field parameters.
- Submit leachate samples in March and September for total alkalinity, total hardness, chloride, sulfate, total boron, total iron, total suspended solids (TSS), and biochemical oxygen demand (BOD).
- In March 2025 only, submit one leachate sample for total fluoride, total arsenic, total barium, total cadmium, total lead, total manganese, total mercury, and volatile organic compounds (VOCs)

Lysimeter Collection System (1 Location)

- Field Parameters: groundwater elevation, temperature, conductivity, odor, color, turbidity
- Submit lysimeter samples in March and September for total alkalinity, chemical oxygen demand (COD), total chloride, total fluoride, total hardness, and total sulfate.

Landfill Gas Monitoring – (5 Locations)

- Collect % methane, % oxygen, and soil gas pressure from four gas vents and one gas probe semi-annually during the two sampling events.

Conduct the following work at Landfill #01519 in March 2025

Monitoring Well Network – (4 Monitoring Wells)

- Inspect and record monitoring well performance and condition.
- Access and measure groundwater elevations from the monitoring well network
- Collect pH, temperature, conductivity, odor, color, and turbidity field parameters from the well network.
- Submit groundwater samples for VOCs.
- Collect field blanks, trip blanks, and duplicates per WDNR requirements.

Private Wells affiliated with Landfill #01519:

- No private wells will be sampled in 2025.

MSA will observe the landfill cover during each event to ensure that appropriate sufficient landfill cover, vegetative cover, and erosion control features are working properly.

Quality Assurance/Quality Control (QA/QC)

One field duplicate sample will be collected for field parameters and laboratory analysis of dissolved alkalinity, total hardness, chloride, sulfate, total boron, total iron, and VOCs by EPA Method 8260. One trip blank will be analyzed for VOCs by EPA Method 8260.

Methods & Procedures

MSA will conduct groundwater sampling and landfill monitoring activities in accordance with the Groundwater Sampling Desk Reference (WDNR PUBL-DG-037-96), the Groundwater Sampling Field Manual (WDNR PUBL-DG-038-96) and the existing landfill sampling plans.

Each sample is labeled and placed in a cooler with ice upon collection. After sampling, coolers are delivered to our subcontracted analytical laboratories (CT Laboratories), ensuring sample holding times are met. A chain of custody is created and used throughout the sampling and analysis process.

Reporting

MSA will compile and submit a reporting package following each semi-annual sampling event to the WDNR. Each report will be sent to WDNR GEMS Data Submittal Contact and consists of the following items:

- A MSA Letter of Transmittal
- A WDNR 4400-231 "Environmental Monitoring Data Certification" form(s)
- One Compact Diskette (CD) with WDNR GEMS Electronic Delivery Data (EDD) for both landfills
- WDNR NR-140 PAL-ES Exceedance Reports and Exceedances Explanation Document
- CT Laboratories Analytical Report, Chain of Custody Sheets, and Field Sheets

This reporting package will be submitted to the WDNR within 60 days of the close of the monitoring period per State of Wisconsin requirements.

Subcontractors

MSA will utilize CT Laboratories in Baraboo, Wisconsin, as a qualified, WDNR-certified analytical laboratory for the sampling program and for the preparation of the WDNR GEMS files.

City of Richland Center Landfills
January 28, 2025

Qualifications Statement

MSA has conducted consistent and accurate samplings at both landfill sites in the past and is familiar with the landfill property. MSA has considerable experience in sampling, monitoring, evaluating, and interpreting results at landfills across the State of Wisconsin.

Cost Estimate

MSA will complete the 2025 sampling and reporting requirements according to the Scope of Work listed in this proposal for a lump sum cost of \$10,950. This amount will be invoiced in four installments throughout the year. This cost is for the scope of work described above and is based on information from Richland Center and MSA's understanding of the project. If items not described above are requested or required, MSA will complete those items on a time and materials basis after a cost estimate has been provided for the scope of additional work.

MSA's Environmental Consulting Services Agreement is attached for your signature to authorize the 2025 landfill monitoring services. Please return a copy of the signature page to me at your convenience.

Closing

Thank you again for the opportunity to provide our services on this project. MSA appreciates the opportunity to continue to provide environmental compliance services to Richland Center.

Sincerely,
MSA Professional Services, Inc.



Kevin T. Olson
Senior Project Manager
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(608) 242-6657



Darin R. Albrecht, P.G.
Senior Project Scientist
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(218) 216-6638

KTO:dra

Enclosures: MSA Environmental Consulting Services Agreement



Environmental Consulting Services Agreement

MSA Project Number: 00013089

This AGREEMENT (Agreement) is made effective January 28, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 332 West Superior Street, Suite 600, Duluth, MN 55802

Phone: (218) 499-3175

Representative: Jeffrey K. Anderson, P.E.

Email: jkanderson@msa-ps.com

CITY OF RICHLAND CENTER PUBLIC WORKS

Address: 450 South Main Street, Richland Center, WI 53581

Phone: (608) 475-0766

Representative: Mr. Jasen Glasbrenner

Email: jasen.glasbrenner@richlandcenterwi.gov

Scope of Services: MSA shall provide the scope of professional environmental consulting services for the OWNER, directly or indirectly, indicated in the letter proposal dated January 28, 2025 ("Services") for a lump sum amount of \$10,950. Any changes or additions to the Scope of Services shall be made by written amendment to this Agreement by MSA and OWNER.

Terms and Conditions: All Services performed by MSA pursuant to this Agreement shall be performed in accordance with, and MSA's and OWNER's obligations shall be governed by, the General Terms and Conditions attached hereto and incorporated herein by this reference. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

Authorization: MSA will commence performance of the Services on this project upon OWNER's written authorization. OWNER's written authorization is provided and acknowledged by the signatures of MSA's and OWNER's authorized representatives below. By signing this Agreement below, each of the undersigned parties represent and warrant that he or she has full right, power and authority to execute this Agreement and bind his or her respective party to the terms and conditions hereof. A copy of this fully-executed Agreement shall be returned for MSA's files.


Survival: The General Terms and Conditions incorporated into this Agreement shall survive the completion of the Services performed hereunder or the termination of this Agreement for any cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be bound thereby.

CITY OF RICHLAND CENTER

MSA PROFESSIONAL SERVICES, INC.

Mr. Jasen Glasbrenner
Economic Development Director



Jeffrey K. Anderson, P.E.
Senior Environmental Team Leader

Date: _____

Date: January 28, 2025



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

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in the January 28, 2025 proposal. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

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

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

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services requires MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

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

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

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

City of Richland Center
January 28, 2025

standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

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

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

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

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

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER

City of Richland Center
January 28, 2025

terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is

attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

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

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

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

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters 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 the court having jurisdiction as specified in section 29 of this Agreement.

City of Richland Center
January 28, 2025

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

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

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

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

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

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

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

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

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

33. Owner acknowledges and agrees that the information developed or identified by MSA pursuant to this agreement may trigger for the owner obligations under local, state or federal ordinances, laws, rules or regulations to report the discovery of conditions to local, state or federal regulatory or governmental authorities. Owner acknowledges that MSA does not provide any advice, recommendation or conclusion regarding the reportable nature of any of the findings or observations resulting from the performance of services hereunder. The determination of the owner's reporting requirements or obligations under law is a legal conclusion for which MSA assumes no responsibility and about which MSA provides no opinion, conclusion, finding or

City of Richland Center
January 28, 2025

certification. Owner acknowledges and agrees that owner must seek the advice of legal counsel to determine owner's obligations should environmental releases or conditions be identified.

34. MSA shall perform its Services under this Agreement in accordance with laws and regulations in effect at the time of execution of this Agreement. OWNER shall retain responsibility for compliance with all laws and regulations applicable to its property, employees, and operations, including but not limited to the reporting of any hazardous substance releases, disclosing information to protect employees and public health, applying for and obtaining required permits or licenses, submitting reports, providing a safe workplace, and providing the proper management of wastes and hazardous substances and materials.

35. All data, documents, reports, and other information relating directly or indirectly to the Services shall be supplied by MSA to the OWNER for the OWNER's sole and exclusive use in connection with the evaluation of property. All such data, reports, and other information shall be held in confidence for the use only to the extent allowable by law. Data, documents, and reports prepared by MSA pursuant to this Agreement are prepared for the exclusive use of the OWNER and not for use or reliance upon by any third-party. Any third-party necessarily has different interests, purposes, concerns, and motives than the OWNER about such documents and reports. Therefore, use of such documents by any third-party is expressly prohibited without the joint written authorization of the OWNER and MSA, which shall necessarily include the precondition that the third-party agree to accept the terms and conditions of this Agreement, including the limitation of liability and indemnification protections. Data, documents, and reports prepared by MSA pursuant to this Agreement are intended to be presented and reproduced only in their entirety, complete with all supporting data, assumptions, limitations, and, if applicable, recommendations. Such documents shall not be used by OWNER or any party in any form other than in their entirety and all abridged or altered versions are prohibited.

36. OWNER shall assist MSA in performance of the Services hereunder by placing at MSA's disposal all available documents and information pertinent to the Services, including, but not limited to, those that relate to the identity, location, quantity, nature, or characteristics of any hazardous substance or waste at, on, or under the site. In addition, OWNER shall furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, and other information on surface and subsurface site conditions required by MSA for performance of its Services.

37. The OWNER shall furnish information identifying utility types and locations, and other manmade objects beneath the surface. MSA shall take reasonable precautions to avoid damaging the utilities and objects in conjunction with activities performed with its Services. OWNER shall approve the work plan and Scope of Services. OWNER agrees to waive any claim against MSA and to indemnify, defend, (by counsel of MSA's choice) and hold harmless MSA and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss, cost, fee or expense arising from damaged utilities or other objects that were not called to MSA's attention or which were not properly located on plans and information furnished to MSA. OWNER shall continue to supply to Consultant all material information and documents in its possession, custody or control known to OWNER and material to the Site and the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks and telephone cables. OWNER will give prompt notice to Consultant whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.

38. If the OWNER requires MSA to restore property to its former condition, the costs associated with restoration will be added to MSA's fee.

39. The Scope of Services may not be adequate to identify environmental hazards or problems, even if performed in accordance with "current professional standards", and, therefore, MSA cannot guarantee the accuracy of results or conclusions relating thereto.

40. Information provided to MSA by individuals familiar and/or associated with the property and/or facility, or adjacent land parcels and/or facilities, that is the subject of this Agreement has been accepted by MSA in good faith and is assumed to be accurate. Similarly, information provided to MSA by database search services or via governmental or regulatory records or databases, has been accepted by MSA in good faith and is assumed to be accurate. OWNER has neither requested nor paid MSA to independently verify the truthfulness, accuracy or completeness of the information provided to MSA by database search services, governmental or regulatory records or databases, or by individuals. MSA assumes no responsibility for and provides no certification, warranty or guarantee of the truthfulness, validity, accuracy or completeness of governmental or regulatory records or databases, database search services, or information provided by others to MSA.

41. MSA's findings, opinions, conclusions and recommendations are based on the actually observed conditions and operations at the property or facility on the specific date or dates of the site tour. OWNER acknowledges that conditions that limit visual observation, such as the presence of snow, thick vegetation, pavement, or structures may interfere with the identification of possible environmental factors or conditions. Hidden or concealed conditions, subsurface conditions, subsequent changes to those conditions actually observed, or incomplete disclosure by others to MSA of past or present activities at, upon or beneath the property or facility, may alter MSA's findings, opinions, conclusions and recommendations. MSA does not accept, and specifically disavows any responsibility or liability for environmental conditions at the property or facility which currently exist, formerly existed, or may exist in the future.

42. OWNER acknowledges that the OWNER has approved the scope of services and the level of effort for MSA to undertake and, therefore, has determined the corresponding degree of uncertainty as acceptable for the OWNER's purposes. The scope of any sampling or assessment performed by MSA hereunder is limited to the sampling and laboratory analysis of soil and/or groundwater only in certain selected locations. This sampling is intended to investigate the potential for the presence of contaminants in the immediate vicinity of the sampling point or location. Laboratory analysis is only performed for those parameters identified as potential contaminants prior to conducting the sampling or assessment. MSA assumes no responsibility for and expresses no opinion, finding, conclusion or recommendation regarding the presence or absence of any compounds or contaminants for which no such sampling or laboratory analysis was requested or performed. OWNER acknowledges that OWNER has neither requested nor paid MSA to sample and test for compounds or contaminants other than those identified herein.