

Dane County Contract Cover Sheet

Revised 01/2025

Res 077
significant

Dept./Division	Highway		
Vendor Name	Baker Tilly Advisory Group LP	MUNIS #	Pending
Brief Contract Title/Description	Amending the 2025 operating budget and award of contract for development of Highway standard operating procedures manual		
Contract Term	07/01/25 - 06/30/26		
Contract Amount	\$175,000		

Contract # Admin will assign	15890
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Tricia Rast	Name	Caitlin Humrickhouse
Phone #	608.266.4065	Phone #	312.729.8098
Email	rast@danecounty.gov	Email	caitlin.humrickhouse@bakertilly.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 2025-020
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)	
	<input type="checkbox"/> Cooperative Contract	Contract Name & #
	<input type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req # 2189	Org: HWADMIN	Obj: NEW	Proj:	\$ 175,000.00
		Org:	Obj:	Proj:	\$
	Year 2025	Org:	Obj:	Proj:	\$

Budget Amendment	
<input checked="" type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res # 077
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Rast, Tricia	Digitally signed by Rast, Tricia Date: 2025.06.30 14:31:51 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 6/30/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, July 1, 2025 9:46 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15890
Attachments: 15890.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/1/2025 1:18 PM	Approve: 7/1/2025 1:18 PM
	Patten (Purchasing), Peter	Read: 7/1/2025 1:58 PM	Approve: 7/1/2025 2:18 PM
	Gault, David	Read: 7/1/2025 1:11 PM	Approve: 7/1/2025 1:12 PM
	Cotillier, Joshua		Approve: 7/1/2025 10:59 AM
	Stavn, Stephanie	Read: 7/1/2025 1:40 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15890

Department: Highway

Vendor: Baker Tilly Advisory Group

Contract Description: Amending the 2025 Operating Budget and Award of Contract for Development of Highway Standard Operating Procedures Manual (Res 077)

Contract Term: 7/1/25 – 6/30/26

Contract Amount: \$175,000.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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The Dane County Highway & Transportation Department received requests for proposals for development of a standard operating procedures manual, RFP 2025-020.

Baker Tilly Advisory Group LP
4807 Innovate Lane
Madison WI 53718

Funds are available in existing operating accounts to fund the cost of development of the standard operating procedures manual.

Decrease account HWADMIN 10009 "Admin Salaries & Wages" by \$50,000
Decrease account HWOPRMNT 10009 "Maint Salaries & Wages" by \$125,000
Increase account HWADMIN NEW "SOP Manual Development" by \$175,000.

6/24/2025 1:31 PM h:\commfinance\acctg\res-ord\other contracts\baker tilly\sop 2025\2025 res-077.docx

DANE COUNTY CONTRACT # 15890

Revised 11/2024



Department: Highway
Provider: Baker Tilly Advisory Group LP

Expiration Date: 06/30/26
Maximum Cost: \$175,000

Registered Agent (if applicable): N/A
Registered Agent Address: N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Baker Tilly Advisory Group LP (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 2302 Fish Hatchery Rd, Madison WI 53713, desires to purchase services from PROVIDER for the purpose of the development of standard operating procedures manual which can be used for APWA accreditation; and

WHEREAS PROVIDER, who has an office at 4807 Innovate Lane, Madison WI 53718, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to reasonably cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY. The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. PROVIDER shall have no authority to bind COUNTY to any third-party agreement. Though the services may include PROVIDER'S advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services.

III. ASSIGNMENT/TRANSFER:

Neither party shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of the other party, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY. PROVIDER may assign and transfer this Agreement and any scope of work to any successor that acquires all or substantially all of the business or assets of PROVIDER by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

IV. TERMINATION:

- A. Failure of a party to fulfill any of its obligations under this Agreement in a timely manner, or violation by the other party of any of the covenants or stipulations of this Agreement, shall constitute grounds for a party to terminate this Agreement by giving a thirty (30) day written notice to the other party.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice but shall not relieve the COUNTY of its payment obligations for services satisfactorily performed and Deliverables created prior to the date of termination.

D. Ownership of IP: Subject to the PROVIDER'S rights in Provider's Knowledge (as defined below), in the event COUNTY terminates this Agreement as provided herein, all tangible materials prepared, produced or made by PROVIDER specifically for COUNTY as a Deliverable under this Agreement shall at the option of COUNTY and once fully paid for by COUNTY, become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory services performed and work completed on Deliverables prior to the termination of this Agreement. Notwithstanding the foregoing, the PROVIDER will maintain all ownership right, title and interest to all Provider's Knowledge. For purposes of this Agreement, "Provider's Knowledge" means the PROVIDER's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the PROVIDER prior to the effective date of this Agreement ("Provider's Preexisting Knowledge"); (2) developed or obtained by PROVIDER after the effective date, that are reusable from client to client and project to project, where the COUNTY has not paid for such development; and (3) extensions, enhancements, or modifications of Provider's Preexisting Knowledge which do not include or incorporate the COUNTY's confidential information. To the extent that any Provider's Knowledge is incorporated into the Deliverables, the PROVIDER grants to the COUNTY a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Provider's Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of the PROVIDER. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE, INDEMNIFICATION & LIMITATION ON DAMAGES:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all third-party liability, loss (including, but not limited to, property damage, bodily injury and loss of life), to the extent such third-party liability is finally determined to be arising out of the gross negligence, willful misconduct or fraudulent behavior of PROVIDER in furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of each party under this paragraph shall survive the expiration or termination of this Agreement. Because of the importance of the information that the COUNTY provides to the PROVIDER with respect to the PROVIDER's ability to perform the services, the COUNTY hereby releases the PROVIDER and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by the COUNTY, its personnel or agents, that is not complete, accurate or current.

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to PROVIDER for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either Party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work

performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

5. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers (insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation and professional liability policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER. Such Insurance Certificate shall include a thirty (30) day notice to PROVIDER prior to cancellation or material policy change. PROVIDER will then provide notice to COUNTY as soon as reasonably practicable upon PROVIDER's receipt of notice from the insurer.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Excluding Professional Liability, such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a

complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE AND DISPUTE RESOLUTION:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event

that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

XXIII. DATA PRIVACY AND SECURITY: To the extent the services require PROVIDER to receive personal data or personal information from COUNTY, PROVIDER may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. PROVIDER's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing services hereunder, including services performed to meet the business purposes of the COUNTY, such as PROVIDER's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which PROVIDER or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. PROVIDER is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to COUNTY personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of COUNTY, PROVIDER shall, unless otherwise permitted by applicable privacy law, (a) follow COUNTY instructions; (b) not sell personal data or personal information collected from the COUNTY or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the COUNTY's engagement and not for PROVIDER's own commercial purposes; and (d) cooperate with and provide reasonable assistance to COUNTY to ensure compliance with applicable privacy laws. COUNTY is responsible for notifying PROVIDER of any applicable privacy laws the personal data or personal information provided to PROVIDER is subject to, and COUNTY represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize PROVIDER to process such information in connection with the services described herein. PROVIDER is responsible for notifying COUNTY if PROVIDER becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit COUNTY to take reasonable and appropriate steps to remediate personal data or personal information processing. COUNTY agrees that PROVIDER has the right to generate aggregated/de-identified data from the accounting and financial data provided by COUNTY to be used for PROVIDER business purposes and with the outputs owned by PROVIDER. For clarity, PROVIDER will only disclose aggregated/de-identified data in a form that does not identify COUNTY, COUNTY employees, or any other individual or business entity and that is stripped of all persistent identifiers. COUNTY is not responsible for PROVIDER's use of aggregated/de-identified data.

PROVIDER has established information security related operational requirements that support the achievement of PROVIDER's information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in PROVIDER's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define PROVIDER's approach to how systems and data are protected. COUNTY is responsible for providing timely written notification to PROVIDER of any additions, changes or removals of access for COUNTY personnel to PROVIDER provided systems or applications. If COUNTY becomes aware of any known or suspected information

security or privacy related incidents or breaches related to this Agreement, COUNTY should timely notify PROVIDER via email at dataprotectionofficer@bakertilly.com.

XXIV. PROVIDER'S ENTITY LANGUAGE. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Caitlin Humrickhouse	Digitally signed by Caitlin Humrickhouse Date: 2025.06.30 10:20:22 -04'00'
_____ Caitlin Humrickhouse Principal	_____ Date

* * *

FOR COUNTY:

_____ Melissa Agard Dane County Executive	_____ Date
_____ Scott McDonell Dane County Clerk	_____ Date

SCHEDULE A

Scope of Services

1. PROJECT SCOPE AND APPROACH

The primary objective will be creating a comprehensive manual of Standard Operation Procedures (“SOPs”) that reflects best practices and can be used in the American Public Works Association (“APWA”) accreditation process.

A. The project approach involves four (4) components:

- a. **Project Planning** – During this phase, PROVIDER will conduct a kick-off meeting, refine, and finalize the project plan, schedule status meetings, notify stakeholders of the project objectives and confirm project logistics.
- b. **Assessment and Review** – During this phase, PROVIDER will request and review existing policies and procedures, process documentation, organizational charts and other pertinent information. PROVIDER will also conduct interviews with management and key staff members.
- c. **Development of SOP Manual** – During this phase, PROVIDER will compile and develop SOPs for all key areas of the Department including but not limited to the content list of the APWA Public Works Management Practice Manual. PROVIDER will review the SOP manual with staff and incorporate feedback as needed.
- d. **Training and Implementation** – PROVIDER will develop training materials to support staff in the implementation of the manual of SOPs toward APWA accreditation and conduct training sessions.

B. General:

- a. **Kickoff** – In this meeting before the initial on-site visit, PROVIDER will work with the project steering committee to get input on goals, timeline and deliverables.
- b. **Approval** – Both the COUNTY and PROVIDER's principal in charge will approve the final plan.
- c. **Progress Summaries** – PROVIDER will outline in writing all work accomplished during the initial and subsequent reporting periods.
- d. **Communication** – The COUNTY will get updates throughout the engagement, detailing progress on specific activities and deliverables. Each activity and deliverable will reflect its status and percentage of completion.
- e. **Resolution** – PROVIDER will communicate any problems — actual or anticipated — immediately to make sure the County and our firm understand the issues and what is needed for timely resolution.
- f. **Changes** – PROVIDER team members will share any significant changes in agreed-upon work plans with the County.

C. Key Assumptions:

- a. Adequate support, preparedness, cooperation and feedback from COUNTY management.
- b. The County will provide resources to assist with coordination activities such as scheduling, gathering contact information and securing project team space.
- c. Appropriate staff will be available per the agreed-to schedules.
- d. A list of the specific policies to be documented will be agreed upon before any policy development.
 - i. Including policies Dane County is drafting and policies PROVIDER is drafting.
 - ii. A review process for each policy will be developed and agreed upon by the County and PROVIDER. It will include the specific person responsible for drafting and review, the timeline for review.
 - iii. Both parties will be responsible for updating status on a policy development tracker.
- e. PROVIDER will have access to, and be provided with, electronic or other readily available data, without the need to conduct data extraction.
- f. Information will be provided within the specified timeframes and format.
- g. No significant changes in scope unless an addendum is completed to incorporate additional scope.

2. PHASE 1 – PROJECT PLANNING

This phase includes those tasks necessary to solidify mutual understanding of the project scope, objectives, deliverables and timing, as well as ensuring that appropriate client and consultant resources are available and well-coordinated.

- A. **Confirm Scope, Objectives and Timing** – This task includes a pre-study planning and coordination meeting project sponsors to confirm scope and timeline. The following subtasks will be completed:
 - a. **Develop & Finalize Project Design**
 - 1. Identify communication channels and reporting relationships and responsibilities of project sponsors
 - 2. Assign key responsibilities
 - 3. Review and confirm timelines
 - 4. Review and confirm products to be delivered including expectations regarding the form and level of detail, and scope of work
 - 5. Review and confirm the timing and format for project status meetings
 - 6. Agree on policies to be created and delivered
 - 7. Agree on standard review process with one round of review for each policy
- D. **Review work plan** – The proposal objectives, scope and approach will be reviewed as well as consultant assignments and specific schedules for the project tasks. We will also prepare "Information Requests" listing key documents to be collected and will identify individuals for interviews.
- E. **Arrange logistics/administrative support** – Matters to be addressed include schedules for interviews and data collection, workspace and support requirements, specific dates for status reports and meetings, contact persons in the departments, any remaining contractual matters, etc.

3. PHASE 2 – ASSESSMENT & REVIEW

After the project is fully mobilized, the PROVIDER team applies its experience, knowledge and skill to discover and document the current state of the operations and functions.

- A. **Initial Data Collection and Review** – The purpose of this task is to collect all information needed to determine the policies and procedures to be documented as part of this study. Information collection techniques will include interviews, document accumulation and consultant observations.
 - a. **Obtain and analyze the background information** — This will include issuing a formal information request which may include, but is not limited to, a review of the following:
 - 1. Procedural documentation and process documentation
 - 2. Detailed organization chart to the most granular level of detail including authorized, filled and vacant budgeted positions
 - 3. Position descriptions and functional assignments for staff
 - 4. Adopted mission, goals, objectives, performance standards, etc
 - 5. Listing of key technology systems employed
 - 6. List of services provided by external vendors and community engagement partners used by public works for the past three years
 - 7. Other relevant information
- B. **Conduct Interviews and Focus Groups** – For this task, PROVIDER will conduct a series of up to five (5) one-on-one interviews with Department leadership staff including the Commissioner, Deputy Highway Commissioner, and any divisional leadership staff from the Engineering/ Administration and Maintenance Divisions. PROVIDER will also conduct five (5) focus group discussions with the Engineering/ Administration and Maintenance Divisions. The interviews will cover such key issues as the following:
 - a. Principal business processes and practices
 - b. Available resources
 - c. Supporting technologies
 - d. Internal communications and coordination across divisions

- e. Organizational structure
- f. Staffing functions performed
- g. Duties and responsibilities of staff

4. PHASE 3 – DEVELOPMENT OF SOP MANUAL

In this step PROVIDER will compile and develop a formatted SOP manual of key processes required for the APWA accreditation.

A. Analyze APWA Accreditation Qualifications

- a. PROVIDER will conduct a thorough assessment of the County's Highway operations to create an roadmap toward achieving APWA Accreditation.
- b. Through analysis and expertise, PROVIDER will develop actionable roadmap to ensure that the SOP manual incorporates the correct policies.
 - 1. The road map will include the policies and/or procedures required to be documented, review dates, and County personnel responsible for reviewing each policy/procedure.
 - 2. The road map will be provided to the County's project sponsors for review, discussion, and validation.

B. Standard operating procedure manual and formatting

- a. During this task, the project team will create a SOP manual that incorporates up to one-hundred (100) new policies, and incorporates other process information currently available from the Department.
- b. County staff will work with PROVIDER throughout this process to validate the policies and procedures.
- c. The manual is meant to be a framework for the Department to use towards APWA accreditation.
- d. The manual will be created with consistent formatting with an accompanying template that can be used to add/update new polices or procedures as needed.
- e. The manual will be organized by chapter of the APWA's 11th edition manual and include the reviewed and validated procedures from section 4.A. Analyze APWA Accreditation Qualifications.
- f. It will be provided in Microsoft Word and a searchable PDF format that can be saved to any shared drive location accessible to all department employees.

C. Review policies with staff and make updates

- a. During this task, PROVIDER will present the draft SOP manual to staff and hold a discussion to solicit and incorporate feedback surrounding the policies that PROVIDER drafted.
- b. This task will happen multiple times throughout Phase 3. As the PROVIDER team completes a batch of processes, they will be provided to the County personnel identified as responsible for reviewing in the accreditation roadmap.
- c. The County employees will have an agreed upon amount of time to review, validate and provide any input on the policy/procedure.

5. PHASE 4 – TRAINING & IMPLEMENTATION

PROVIDER's team will develop comprehensive training materials and facilitate interactive training sessions to ensure effective implementation and understanding of the SOP manual and how it can be used to help achieve APWA accreditation.

A. Create training materials

- a. PROVIDER will create detailed training materials to help staff understand and effectively implement the new SOP manual.
- b. These materials will address key processes, tools, and responsibilities outlined in the manual, ensuring staff are well-equipped to follow best practices consistently.
- c. The training document will accompany the SOP manual and provide a description of the APWA accreditation efforts made as part of this project as well as strategies for ensuring accreditation is maintained in the future.
- d. PROVIDER will work with the COUNTY to lay out potential contact points across the organization to ensure that the SOP manual is adhered to and updated on a timely basis.
- e. The County will also need to designate a point person that will be responsible for managing efforts toward accreditation for the Highway Department.

- f. PROVIDER will present the training and implementation document to management and hold a discussion to solicit and incorporate feedback. Feedback provided may require the training and implementation document to be revised accordingly.

B. Conduct staff training using materials created

- a. PROVIDER will conduct training sessions as a supplement to the training materials created. PROVIDER will explain how the SOP Manual in conjunction with the APWA roadmap can be used to help achieve accreditation.
- b. These trainings will be split into operational areas and tailored to ensure that each team is aware of the SOPs that are applicable to them and their responsibility to ensure that they remain up to date.
- c. The APWA Chapters table below outlines the APWA accreditation chapters that may be required for the County.
 1. Phase 3 will focus on the development of SOPs corresponding to these specific chapters, ensuring that each area meets the standards and expectations set forth by APWA for accreditation. Within the table, all chapters marked applicable to the Department total 279 policies.
 2. This is based on a very high level review of the Departments functions and may change once the project starts.
- d. As part of this effort, PROVIDER has scoped the project to include the drafting of approximately 50 policies that the County will need to support its compliance and readiness for accreditation.
 1. The number of policies developed may be more or less than 50 and PROVIDER will develop as many as possible within the budget and hourly rates provided in the cost proposal.

APWA Chapters			
#	Chapter Name	Applicable/ Not Applicable	Policies
1	Organization and Strategic Planning	Applicable	7
2	Human Resource Management	Applicable	36
3	Occupied Facilities	Applicable	12
4	Finance	Applicable	19
5	Risk Management and Legal Review	Applicable	9
6	Communication	Applicable	14
7	Information Technology and Telecommunications	Applicable	12
8	Emergency Management	Applicable	16
9	Safety	Applicable	10
10	Asset Management System	Applicable	5
11	Infrastructure Planning	Potentially Applicable	9
12	Building Code Enforcement	Not Applicable	9
13	Engineering Management	Applicable	19
14	Bid Process	Applicable	6
15	Construction Management	Applicable	14
16	Right-of-Way Management	Applicable	8
17	Utility Coordination	Applicable	7
18	Facilities Management	Not Applicable	16
19	Equipment and Fleet Management	Applicable	21
20	Parks, Grounds, and Forestry	Not Applicable	15
21	Solid Waste Management	Not Applicable	5
22	Solid Waste Collection	Not Applicable	7
23	Solid Waste Recycling and Reuse	Not Applicable	16
24	Solid Waste Disposal	Not Applicable	24
25	Street Maintenance	Applicable	10
26	Street Cleaning	Applicable	8
27	Snow and Ice Control	Applicable	14
28	Stormwater and Flood Management	Potentially Applicable	18
29	Vector Control	Not Applicable	7
30	Drinking Water Distribution System	Not Applicable	19

31	Water Treatment	Not Applicable	13
32	Wastewater Collection and Conveyance	Not Applicable	13
33	Wastewater Treatment and Disposal	Not Applicable	13
34	Traffic Operations	Applicable	17
35	Parking	Applicable	10
36	Cemeteries	Not Applicable	14
37	Airports	Not Applicable	11
38	Transit Operations	Not Applicable	25
39	Bridges	Applicable	5
40	Beach Management	Not Applicable	16

- e. Phase 3 (Development of SOP Manual) will be structured to group policies by APWA chapter together for County review and feedback, rather than adhering to the previously outlined sequential task order, which placed the County's review process (Section 4.C.) at the end.
 1. This approach promotes more targeted discussions, encourages timely input, and ensures greater alignment across the County's operational areas throughout the development process.
- f. Process mapping is not currently included in our proposed scope; however, PROVIDER can support the COUNTY in mapping both current and future state processes for a select number of key areas identified by the County.
 1. This would involve conducting collaborative process mapping sessions to gain a thorough understanding of existing workflows at the County.
 2. After understanding the County's current state processes, PROVIDER will then leverage insights from our subject matter specialists and external best practices to map optimized future state processes in conjunction with the County.
 3. This process mapping would be conducted in addition to the drafting of policies and would provide valuable context and alignment for SOP development and operational improvement for the County.

6. **TIMELINE OF PROJECT**

- A. The chart below represents the timeline approach to deliver a SOP manual and APWA accreditation services to the County on time. This timeline is merely a starting point and is subject to change upon collaboration between COUNTY and PROVIDER to finalize a client service plan that meets all the COUNTY needs — especially timing

PHASE	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN
Phase 1 – Project Planning	X	X						
Phase 2 – Assessment and Review			X	X				
Phase 3 – Development of SOP Manual					X	X		
Phase 4 – Training and Implementation							X	X

- B. The timeline outlined above does not reflect the official APWA accreditation date. Instead, it represents the self-assessment Phase 1 during which the necessary policies and documentation will be finalized for the County's submission to APWA for accreditation.
 - a. The formal accreditation process itself may extend beyond this timeline, depending on the review and evaluation period required by the APWA.

APWA Accreditation Roadmap Outline

	Timeline/Contact
Phase 1: Self-Assessment	
Agency develops implementation plan	
Agency purchases 11 th edition manual(s) and software	
Agency seeks training on the process for staff	
Agency assigns chapters/ practices to staff	

Agency staff reviews all applicable policies, procedures and processes	
Agency staff submits practices to Director and/or Accreditation Manager for approval	
Phase 2: Application	
Agency requests application package from APWA	
Agency submits application and pays fees to APWA	
APWA reviews application and agreement for approval	
APWA sends application acceptance letter to agency	
Phase 3: Improvement	
Agency makes improvements identified during self-assessment phase	
Agency determines whether it complies with APWAs recommended practices	
Agency conducts peer-review	
Agency submits Overview Report to APWA	
Phase 4: Evaluation	
APWA confirms agency's evaluation date	
APWA identifies evaluation team	
APWA prepares evaluation schedule	
Evaluators conduct evaluation review	
APWA prepares evaluation results and presents to agency	
Evaluators make recommendation for Accreditation to Accreditation Council	
Phase 5: Accreditation	
Accreditation Council reviews recommendation and determines award	
APWA notifies agency of results	
Presentation is made to elected body of accredited agency	
Agency is invoiced for any expenses related to evaluation	
Post Accreditation	
Agency submits mid-term report on year two of Accreditation	
Re-Accreditation	
Agency is required to apply for re-accreditation every four years	
Agency establishes culture of continuous improvement	

- C. PROVIDER recognizes that the approach must be flexible and adaptable.
 - a. PROVIDER will maintain open communication throughout the engagement and adjust the approach and timing as required.
 - b. As appropriate, interviews, focus group sessions, workshops and reviews of deliverables will be conducted remotely and/or onsite.
- D. Independence
 - a. It is understood that PROVIDER will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.
 - b. The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by PROVIDER shall not include an audit or review of the records or the expression of an opinion on financial data.

SCHEDULE B

Pricing Structure and Payment

1. INVOICES/PAYMENT

- A. PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables.
- B. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein.
- C. Email delivery of invoices to invoices-highway@danecounty.gov is encouraged and preferred.
 - a. See the Bill To section of the purchase order.
- D. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

2. COST

- A. SOP Development services are task based as outlined within Schedule B and shall not exceed \$125,000.
 - a. This fee assumes the development of approximately 50 policies taking roughly six hours to develop and one round of edits and review with the County per policy.
 - b. A detailed budget of the optional activities can be provided upon request.
 - c. PROVIDER will not charge COUNTY extra for routine calls, emails or quick consultations as these are already incorporated into the fees.
 - d. If a need is out of scope, PROVIDER will not perform additional work without the COUNTY giving approval to perform, which will result in an addendum to the contract.
- B. An additional \$50,000 is available for APWA accreditation services or additional SOP Development services on an as needed basis and at the discretion of the COUNTY.

Refer to the table below for a breakdown of project phases and estimated associated costs.

STANDARD OPERATING PROCEDURES DEVELOPMENT	FEES
Assessment & Review	\$7,000
Development of SOPs	\$80,000
Formatting & Accessibility	\$5,000
Training & Implementation	\$12,000
Review Process	\$12,000
Final Delivery	\$9,000
TOTAL FOR SOP DEVELOPMENT SERVICES	\$125,000
APWA Accreditation Services or Additional SOP Development Services on an as needed basis	\$50,000
NOT TO EXCEED TOTAL FOR ALL SERVICES	\$175,000

COST - AMERICAN PUBLIC WORKS ASSOCIATION ACCREDITATION	HOURLY RATES
Principal	\$390
Director	\$340
Manager	\$210
Senior Consultant	\$170
Consultant	\$135
Special Advisor	\$170