

Res 255
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Land & Water Resources	CONTRACT/ADDENDUM #: 12059																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%; text-align: left;">Contract</th> <th style="width: 40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width: 30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>08-11-2014</u> To: <u>03-01-2015</u>																												
4. Amount of Contract or Addendum \$215,824																												
5. Purpose: <small>Phase 1 of the Lower Yahara River Trail is proposed to travel from the Capital City Trail through Lake Farm County Park and McDaniel Park in the Village of McFarland. To insure impacts to archaeological resources are minimized, a data recovery plan was completed. The University of Milwaukee Cultural Resource Management Department has submitted a proposal to complete the data recovery investigation as outlined in the plan.</small>																												
6. Vendor or Funding Source: Board of Regents of the University of WI System																												
7. MUNIS Vendor Code: 8348 11651																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ <u>215,824</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2014 RES-255</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <i>Ken Connor</i>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>Mg</i> Received	_____	<u>8/20/14</u>	_____
<i>CA</i> Controller	_____	_____	<u>8/25/14</u>
<i>CC</i> Corporation Counsel	_____	<u>8/27/14</u>	<u>8/27/14</u>
<i>RM</i> Risk Management	_____	<u>8/25/14</u>	<u>8/27/14</u>
<i>DL</i> ADA Coordinator	_____	<u>8/25/14</u>	<u>8/27/14</u>
<i>CA</i> Purchasing Agent	_____	<u>8/28/14</u>	<u>8/28/14</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Office of Sponsored Programs UW Milwaukee Mitchell Hall, Room 273-D PO Box 340 Milwaukee, WI 53201
Contact Person Mark Doremus
Phone No. 414-750-4739
E-mail Address doremus@uwm.edu

Footnotes:

1. _____
 2. _____

Return To: Name/Title: <u>Janet Cravy</u> Dept.: <u>Land + Water Resources</u> Phone: _____ Mail Address: _____ E-mail: _____

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 8-19-2014 Signed: *Kevin Connors*

Telephone Number: 608-224-3331 Print Name: Kevin Connors

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 9/3/14 Signature: *[Signature]*

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 8/27/14 Signature: *[Signature]*

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

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2014 RES-255

**AWARDING A PROFESSIONAL SERVICES CONTRACT TO UW MILWAUKEE CULTURAL
RESOURCE MANAGEMENT FOR ARCHAEOLOGICAL DATA RECOVERY ON THE LOWER
YAHARA RIVER TRAIL**

Phase 1 of the Lower Yahara River Trail is proposed to travel from the Capital City Trail through Lake Farm County Park and McDaniel Park in the Village of McFarland. Both park properties contain archaeological districts that are listed on the National Register of Historic Places. To insure impacts to archaeological resources are minimized, a data recovery plan was completed by Great Lakes Archaeological Research Center in 2013 that outlined steps to be taken to preserve and inventory buried artifacts prior to construction. The data recovery plan was reviewed and approved in April of 2014 through a Memorandum of Agreement between the Federal Highway Administration and Wisconsin State Historic Preservation Office. Construction of the trail is anticipated to begin by July of 2015.

The University of Milwaukee Cultural Resource Management Department has submitted a proposal to complete the data recovery investigation as outlined in the plan. The archaeological investigation will include hand excavation and field survey of approximately 8000 square feet of trail corridor, lab analysis of artifacts recovered and creation of a database and report that summarizes the findings.

NOW, THEREFORE, BE IT RESOLVED, that a Purchase of Service Agreement be awarded to UW Milwaukee Cultural Resource Management in the amount of \$215,824 to complete archaeological data recovery for Phase 1 of the Lower Yahara River Trail.

BE IT FINALLY RESOLVED that the County Executive and County Clerk are hereby authorized and directed to sign the agreement on behalf of Dane County.

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 12
Agreement No. _____

Expiration Date: March 1st, 2015

Authority: Res. _____, 2013-2014

Department: Land and Water Resources

Maximum Cost: \$215,824

Registered Agent: _____

Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee and the UW Milwaukee Cultural Resource Management (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 5201 Fen Oak Drive, Room 208, Madison, WI 53718, desires to purchase services from PROVIDER for the purpose of conducting Phase III Archaeological Data Recovery within the Lake Farms Archaeological District and site 47DA1428; and

WHEREAS PROVIDER, whose address is Sabin Hall, Room 290, 3413 N. Downer Ave., Milwaukee, WI 53211-0413,

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. 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 all 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 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.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that 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.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- 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.
- D. In the event COUNTY terminates this Agreement as provided herein, true copies of all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. 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.
- 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 Schedule C, 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 Schedule C 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.

- A. To the extent permitted by law, including Wisconsin Statute §§ 893.82 and 895.46(1), PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods 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. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. PROVIDER is part of the University of Wisconsin System which is self-insured under the State of Wisconsin's Self-Funded Property and Liability Program, pursuant to Wisconsin statutes 893.82 and 895.46. If requested Provider can issue to COUNTY a Certificate of Coverage, but not a certificate of insurance per se. Liability coverage includes: Comprehensive General, Public, Negligence, Professional, and Malpractice. This protection cannot be canceled, reduced or altered in any manner without legislative action..

C. Reserved.

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.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.

- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. 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 sec. 25.015(11)(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."

XV. MISCELLANEOUS.

- A. 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.
- B. Controlling Law and Venue. 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.
- C. 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.
- D. 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.
- E. 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.
- F. PROVIDER cannot enter into an agreement that restricts the right of its staff to publish results of their research. However, PROVIDER will agree to obtain prior permission for presentation of lectures, reports, or publications until such time as the final report is completed. After acceptance of the final report, no permissions will be required and either party may distribute the report of research results.

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:

Date Signed: _____



AUG 11 2014

Date Signed: _____

Thomas R. Marcussen
DIRECTOR

OFFICE OF SPONSORED PROGRAMS
On behalf of the Board of Regents
of the University of Wisconsin System

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

SCHEDULE A: Scope of Service

- I. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:

The archaeological investigations will consist of the implementation of the Data Recovery Plan for the Lake Farms Archaeological District and 47DA1428, Phase One of the Lower Yahara River Trail, Dane County, Wisconsin to partially address the requirements in the Memorandum of Agreement Between the Federal Highway Administration and the Wisconsin State Historic Preservation Office Submitted to the Advisory Council on Historic Preservation Pursuant to 36CFR800.6(b)(iv) Regarding the Lower Yahara River Trail Phase One Improvements Dane County, Wisconsin.

The archaeological investigations are described in detail in "Part III: Research Methods, Schedule, and Personnel" of the Data Recovery Plan and are therefore only summarized below:

Pre-Field Mobilization

- Obtain necessary permits to conduct archaeological investigations on public lands.
- Obtain permission from the Wisconsin Historical Society to conduct excavations within the uncatalogued portion of a catalogued burial site.

Field Investigations

- Hand excavation of 353 square meters, in blocks of 2 x 2 meter units, using 5 cm levels (to an average depth of 50 cm below surface)
- Lake Farms Archaeological District: Hand excavation of 5% sample (237 m²) of total area to be disturbed by construction (cut areas) (4,724 m²).
- Site 47DA1428: Hand excavation of a 10% sample (116 m²) of the total disturbed area (1,151 m²).
- Excavation of up to 40 cultural features.
- Field documentation. (written & photographic)
- Sampling for specialized analyses.
- Conduct a monthly meeting on site throughout field investigations for interested parties that provides an overview of significant findings.

Laboratory Investigations

- Initial procedures and inventorying.
- Ceramic and lithic analyses.
- Faunal analysis.
- Floral analysis.
- Cataloguing and preparation for curation.

Archaeological Synthesis and Geodatabase

- Creation of a geodatabase & synthesis of archaeological research.
- Digitize all current and prior archaeological studies.

Reporting

- Interim (monthly) updates.
- Draft report.
- Final Report.

Public Interpretation

- Consultation as part of the Public Interpretation Committee to develop a plan for public interpretation.
- Review draft Dane County Parks interpretive panels for accuracy.

Timeline

Data recovery investigation work to begin by August 11, 2014 and be completed by December 1st, 2014 with the exception of review of Dane County Parks interpretive panels.

SCHEDULE B: Cost

- I. PROVIDER shall be paid monthly on the basis of percentage of work completed, when completed at the attached rates. A 10% retainer will be held until acceptance of the final report. Public interpretation panels completed by Dane County will be reviewed at no cost.
- II. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days.
- III. In no event shall the PROVIDER be paid more than the sum of \$215,824 for its obligations under Schedule A unless an Addendum of Agreement is approved by Dane County.

**University of Wisconsin-Milwaukee
Cultural Resource Management**

BUDGET ESTIMATE 2014-201

Archaeological Data Recovery at Lake Farms Archaeological District & 47DA1428

June 25, 2014

DIRECT COSTS

A: SALARIES & WAGES

TASK	PERSONNEL											
	Senior				LTE				Students			
	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$
Administration & Coordination	Principal Inv.	28.9	20	\$578				\$0				\$0
Fieldwork	Principal Investi	28.9		\$0	Supvrs 1		17	\$5,440	Supvrs 1			\$0
	Archaeologist	20.2		\$0	Supvrs 2			\$0	Supvrs 2			\$0
	Archaeologist	20.2	320	\$6,464	Tech 1		15	\$52,800	Tech 1	15		\$0
				\$0	Tech 2			\$0	Tech 2			\$0
				\$0	Tech 3			\$0	Tech 3			\$0
Laboratory Analysis	Principal Investi	28.9	100	\$2,890	Supvrs 1		17.6	\$0	Supvrs 1			\$0
	Archaeologist	20.2	425	\$8,585	Supvrs 2			\$0	Supvrs 2			\$0
	Archaeologist	20.2		\$0	Tech 1		15	\$0	Tech 1			\$0
				\$0	Tech 2		13	\$0	Tech 2	13	1500	\$19,500
				\$0	Tech 3			\$0	Tech 3			\$0
Geodatabase & Report	Principal Inv.	28.9	4	\$116	Supvrs 1		17.6	\$0	Supvrs 1			\$0
	Archaeologist	20.2	240	\$4,848	Supvrs 2			\$0	Supvrs 2			\$0
				\$0	Tech 1		15	\$7,200	Tech 1			\$0
				\$0	Tech 2			\$0	Tech 2			\$0
				\$0	Tech 3			\$0	Tech 3			\$0

SUBTOTAL LABORS

\$23,481 | \$65,440

19,500

TOTAL LABORS

B: FRINGE BENEFITS

34.5% of Senior Personnel

14.2% of LTE Personnel

4.1% of Student Personnel

8,101

9,292

800

TOTAL FRINGE BENEFITS

18,193

Lodging 520 person day @ \$70/day

36,400

Meals 520 person day @ \$38/day

19,760

Vehicle Rental 40 days @\$65/day

2,600

Gasoline

1,000

Report

300

TOTAL SUPPLIES

E: INDIRECT COSTS

(D X .15)

28,151

TOTAL PROJECT COSTS

(D + E)

215,824