

Dane County Contract Cover Sheet

Revised 06/2021

Res 243
Significant

Dept./Division	Information Management/Land Information Office		
Vendor Name	Ayres Associates	MUNIS #	606
Brief Contract Title/Description	The development of digital aerial imagery for Dane County.		
Contract Term	11/1/2021 - 12/31/2023		
Contract Amount	\$ 100,000.00		

Contract # Admin will assign	14520
Type of Contract	
<input checked="" 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	Frederic Iausly	Name	Adam Derringer (Ayres Associates)
Phone #	608-266-4398	Phone #	608-443-1200
Email	iausly@countyofdane.com	Email	DerringerA@AyresAssociates.com
Purchasing Officer	Megan Roqan		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 2589	Org: LIO	Obj: 57472	Proj:	\$ 100,000.00
	Year 2021	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input 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 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	243
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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	
Iausly, Frederic	<small>Digitally signed by Iausly, Frederic Date: 2021.11.11 11:07:16 -06'00'</small>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/10/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, November 11, 2021 12:21 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14520
Attachments: 14520.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/11/2021 1:16 PM	Approve: 11/11/2021 1:16 PM
	Rogan, Megan	Read: 11/11/2021 12:32 PM	Approve: 11/11/2021 12:32 PM
	Gault, David	Read: 11/11/2021 1:55 PM	Approve: 11/11/2021 2:06 PM
	Lowndes, Daniel		Approve: 11/11/2021 12:39 PM
	Stavn, Stephanie	Read: 11/11/2021 3:44 PM	
	Oby, Joe		

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

Contract #14520
Department: Land Information
Vendor: Ayres Associates
Contract Description: Contract for Fly Dane 2022 Digital Aerial Ortho-Imagery Project (Res 243)
Contract Term: 11/1/21 – 12/31/23
Contract Amount: \$100,000

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 in accordance with COVID 19 response guidelines.

DANE COUNTY CONTRACT # 14520

Revised 06/2021



Department: Land Information Office
Provider: Ayres Associates
Expiration Date: December 31, 2023
Maximum Cost: \$100,000

Registered Agent (if applicable): Ayres Associates
Registered Agent Address: 5201 E Terrace Dr Ste 200
 Madison, WI 53718

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Ayres Associates (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Room 339, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of acquiring digital ortho-imagery services and products; and

WHEREAS PROVIDER, whose address is 5201 E. Terrace Dr., Suite 200, 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 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.

- 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. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, 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.

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, 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, 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: (See Insurance Addendum on Page 18)~~

~~A. 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. 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 PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.~~

~~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. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.~~

~~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. Environmental Impairment (Pollution) Liability~~

~~If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.~~

~~5. Workers' Compensation.~~

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

~~6. 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 are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or 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 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, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.~~

~~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. 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.
- 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. 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:

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.

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.

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:

Jason B Krueger

Jason Krueger
Manager

October 28, 2021

Date

Adam Derringer

Adam Derringer
Senior Project Manager

October 28, 2021

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell

Date

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

SCHEDULE A

Scope of Services

Pursuant paragraph #1 of the attached AGREEMENT and the Wisconsin Regional Orthoimagery Consortium (WROC) contract, the PROVIDER shall provide the following services:

A.1 BASE PROJECT

- A.1.1 Obtain digital aerial imagery during the spring of 2022 using a calibrated digital photogrammetric camera.
- A.1.2 The aerial imagery will be collected during leaf-off conditions when the sun angle is 30 degrees or greater above the horizon, after snow melt (no ice on lakes), cloud free.
Aerial imagery will be suitable for the production of four band (RGB-NIR) orthoimagery at 6-inch ground pixel resolution.
- A.1.3 Six-inch resolution, 4-band, true color imagery.
- A.1.4 Imagery will be registered to the county's 2017 LiDAR terrain surface.
- A.1.5 Aerial imagery will be planned and collected with full stereo-coverage, 30% sidelap and 60% forward overlap (+/-5%).
- A.1.6 The project area is 1250 square miles, which is county-wide. See Attachment A for map of the project area.
- A.1.7 The Capitol Building and surrounding isthmus area is captured at nadir with minimized building lean that will be incorporated into the orthoimagery.
- A.1.8 Imagery must have consistent tonal balance and contrast within each image and across images. The imagery must be free of defects such as dust, glare, blemishes, tonal changes; individual images will be strategically selected and seamline manually drawn to minimize building lean in dense urban areas.
- A.1.9 Image manipulation should be used to minimize harsh seam lines across large water bodies.
- A.1.10 Ortho-rectification shall eliminate feature radial displacement of bridges and overpasses, loss or distortion of features along mosaic seam lines.
- A.1.11 Work with COUNTY staff on quality control and assurance on all project deliverables.
- A.1.12 Collect control for the project using airborne inertial measurement unit (IMU), airborne global navigation satellite system (GNSS), and ground-based GNSS technology.

- A.1.13 Prepare an analytical aerotriangulation solution for the aerial imagery to support digital orthoimagery meeting American Society for Photogrammetry and Remote Sensing (ASPRS) Level 2 accuracy for standard mapping and GIS work.
- A.1.14 Prepare 6-inch pixel resolution digital orthoimagery for the project area which will meet ASPRS Level 2 horizontal accuracy standards of 1.4 feet RMSE.
 - A.1.14.1 Prepare pilot GeoTIFF orthoimagery of an area not to exceed contiguous nine square mile block.
 - A.1.14.2 The orthoimagery will be tiled by the Public Land Survey System (PLSS) sections, delivered in uncompressed, TIFF format (with word file) and will be accompanied by a tiling schematic in ESRI format.
 - A.1.14.3 Orthoimagery will include MrSID format compressed mosaics of the tiles and the entire orthoimagery project area.
 - A.1.14.4 Orthoimagery MrSID and TIFF deliverables will extend 500 feet beyond the County boundary.
 - A.1.14.5 Deliverable products will be referenced to the Wisconsin Coordinate Reference System (WISCRS); North American Datum 1983 (2011); and vertically geo-referenced to the North American Vertical Datum 1988. Units will be US Survey Feet.
- A.1.15 Final deliverable products to COUNTY will include:
 - A.1.15.1 6-inch pilot orthoimagery tiles in uncompressed GeoTIFF format.
 - A.1.15.2 6-inch orthoimagery tiles in uncompressed GeoTIFF format.
 - A.1.15.3 6-inch orthoimagery tiles in compressed MrSID format.
 - A.1.15.4 6-inch orthoimagery project wide mosaic in compressed MrSID format.
 - A.1.15.5 6-inch orthoimagery, project wide 3-band, Gen 3 mosaic in high compressed MrSID format that preserves image quality, not to exceed 15 Gb in size.
 - A.1.15.6 6-inch orthoimagery, project wide 3-band, Gen 3 mosaic in highly compressed MrSID format, not to exceed 10 Gb in size.

- A.1.15.7 Ground control locations in ASCII format.
- A.1.15.8 FGDC compliant metadata.
- A.1.15.9 Tile schematic in ESRI shapefile format.
- A.1.16 PROVIDER may render to the COUNTY advice, consultation, and expertise with respect to the development, use, and technical application of the deliverables provided under this project.
- A.1.17 Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines for all final deliverables.
- A.1.18 Provide summaries and a final report for horizontal ground control.
- A.1.19 Provide additional support of products following final delivery.
- A.1.20 Provide services to support the COUNTY in efforts to secure additional state and/or federal funding for the project and include additional local and regional partners.
- A.1.21 Support the Fly Dane final set of deliverables.

A.2 PARTNER BUY-UP - IMAGERY

The PROVIDER will provide contract flexibility so that Fly Dane partners can select additional upgrades beyond the base project imagery.

- A.2.1 Obtain digital aerial imagery during the spring of 2022 using a calibrated digital photogrammetric camera.
- A.2.2 The aerial imagery will be collected during leaf-off conditions when the sun angle is 30 degrees or greater above the horizon, after snow melt (no ice on lakes), cloud free. Aerial imagery will be suitable for the production of four band (RGB-NIR) orthoimagery at 3-inch ground pixel resolution.
- A.2.3 Three-inch resolution, 4-band true color imagery.
- A.2.4 Imagery will be registered to the county's 2017 LiDAR terrain surface.
- A.2.5 Aerial imagery will be planned and collected with full stereo-coverage, 30% sidelap and 60% forward overlap (+/-5%).
- A.2.6 Imagery must have consistent tonal balance and contrast within each image and across images. The imagery must be free of defects such as dust, glare, blemishes, tonal changes; individual images will be strategically selected and seamline manually drawn to minimize building lean in dense urban areas.

- A.2.7 Image manipulation should be used to minimize harsh seam lines across large water bodies.
- A.2.8 Ortho-rectification shall eliminate feature radial displacement of bridges and overpasses, loss or distortion of features along mosaic seam lines.
- A.2.9 Work with COUNTY staff on quality control and assurance on all project deliverables.
- A.2.10 Collect control for the project using airborne inertial measurement unit (IMU), airborne global navigation satellite system (GNSS), and ground-based GNSS technology.
- A.2.11 Prepare an analytical aerotriangulation solution for the aerial imagery to support digital orthoimagery meeting American Society for Photogrammetry and Remote Sensing (ASPRS) Level 2 accuracy for standard mapping and GIS work
- A.2.12 Prepare 3-inch pixel resolution digital orthoimagery for the project area which will meet ASPRS Level 2 horizontal accuracy standards of 0.7 feet RMSE.
 - A.2.12.1 Prepare pilot GeoTiff orthoimagery.
 - A.2.12.2 The orthoimagery will be tiled by the Public Land Survey System (PLSS) quarter sections, delivered in uncompressed, TIFF format (with word file) and will be accompanied by a tiling schematic in ESRI format.
 - A.2.12.3 Orthoimagery will include MrSID format compressed mosaics of the tiles and the entire orthoimagery project area.
 - A.2.12.4 Orthoimagery MrSID and TIFF deliverables will extend approximately 50 feet beyond the quarter section boundary.
 - A.2.12.5 Deliverable products will be referenced to the Wisconsin Coordinate Reference System (WISCRS); North American Datum 1983 (2011); and vertically geo-referenced to the North American Vertical Datum 1988. Units will be US Survey Feet.
- A.2.13 Final deliverable products to COUNTY will include:
 - A.2.13.1 3-inch pilot orthoimagery tiles in uncompressed GeoTIFF format.
 - A.2.13.2 3-inch orthoimagery tiles in uncompressed GeoTIFF format.
 - A.2.13.3 3-inch orthoimagery tiles in compressed MrSID format.

- A.2.13.4 3-inch orthoimagery project wide mosaic in compressed MrSID format.
- A.2.13.5 Ground control locations in ASCII format.
- A.2.13.6 FGDC compliant metadata.
- A.2.14 Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines for all final deliverables.
- A.2.15 Provide summaries and a final report for horizontal ground control.
- A.2.16 Provide additional support of products following final delivery.
- A.2.17 Provide services to support the COUNTY in efforts to secure additional state and/or federal funding for the project and include additional local and regional partners.
- A.2.18 Support the Fly Dane final set of deliverables.
- A.2.19 Supply the portable media for data delivered to COUNTY.
- A.2.20 Enhance products will be paid for by partners.

A.3 PARTNER BUY-UP - TERRAIN DATA

- A.3.1 LiDAR will be acquired in spring 2022, after snow melt (no ice on lakes), in leaf off conditions before leaves emerge on the trees, cloud free.
- A.3.2 Nominal point spacing (NPS) of 8 Points Per Meter (PPM), including overlap.
- A.3.3 LiDAR acquisition will be flown with an average of 30% overlap between swaths.
- A.3.4 All datasets will be referenced to WISCRS Dane County Coordinates, NAD83(11) horizontal datum and NAVD 88 (geoid 12B) vertical datum.
- A.3.5 Process and classify the calibrated LiDAR data to support bare earth surface model generation. The point cloud format will be LAS format. The calibrated LiDAR point cloud will be classified to the following base classification scheme:
 - Class 1: Processed, but unclassified
 - Class 2: Bare-earth ground
 - Class 7: Low Noise
 - Class 9: Water
 - Class 10: Ignored ground (breakline proximity)
 - Class 17: Bridge Decks
 - Class 18: High Noise

- A.3.6 Add automated classification of LiDAR point cloud (.las) data to include high vegetation and building classes. No manual editing will be completed.
- Use automated routines to classify vegetation points that exist 10 feet or greater above the ground. The high vegetation points will be placed in Class 5 of the classified point cloud.
 - Use automated routines to classify building points that exist 10 feet or greater above the ground. The building points will be placed in Class 6 of the classified point cloud
- A.3.7 Terrain project-wide bare-earth terrain surface Digital Elevation Model (DEM) by tile.
- A.3.8 Terrain project-wide first-return terrain surface Digital Surface Model (DSM) by tile.
- A.3.9 Tile the LiDAR deliverable products according to a 2,500-foot by 2,500-foot tile index across the project area. A tile schematic will be delivered in ESRI Shapefile format.
- A.3.10 Prepare FGDC compliant Metadata.

A.4 DATA APPROVAL

The COUNTY has final approval on the quality of all the imagery. The quality control for imagery review will check for, but will not be limited to, the consistent tone and contract within each image and across images, that the imagery is free of defects such as dust, blemishes, tonal changes, significant building lean and other discrepancies

A.5 DATA OWNERSHIP

The PROVIDER assigns ownership of the data to the COUNTY and its project participants for all deliverable products produced under this contract. The PROVIDER agrees that the products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the COUNTY.

A.6 REPORTS

A.6.1 STUDY REPORTS

A.6.1.1 The PROVIDER will supply COUNTY with FGDC-compliant metadata in ESRI ArcCatalog XML format for each digital dataset produced for this project.

A.6.1.2 The PROVIDER will supply COUNTY with project reports and documentation including aero-triangulation report.

A.6.2 PROGRESS REPORTS

A.5.2.1 The PROVIDER will supply COUNTY with monthly, verbal and/or detailed progress reports on the project.

A.6.3 TIMELINE

A.6.3.1 The PROVIDER will complete the Imagery project on the following schedule:

Task	Approximate Time Frame
Imagery flight plan finalized	January 2022
Control Layout	January 2022
Establish ground control and targeting (imagery)	February - March 2022
Imagery Acquisition	March-April 2022
Analytical aero-triangulation	April 2022
Imagery acquisition acceptance	May 2022
Ortho-rectification surface development from updated surface	May 2022
Pilot area imagery production	June 2022
Pilot area imagery delivery and review	June 2022
Imagery quality review by the county	July-August 2022
Final orthophotography delivery 6-inch	September 2022

A.6.3.2 The PROVIDER will complete the Terrain project on the following schedule:

Task	Approximate Time Frame
LiDAR flight plan finalized	February 2022
Control Layout	February 2022
Establish ground control and targeting (imagery)	February - March 2022
LiDAR Acquisition	March-April 2022
LiDAR acquisition acceptance	May 2022
LiDAR quality review by the municipality	August 2022
Final LiDAR delivery	October 2022

A.6.4 CONTACTS

A.6.4.1 The Project Contact for the COUNTY is:

Frederic lausly

Dane County Land Information Office
Phone: 608-266-4398
Email: iausly@countyofdane.com

A.6.4.2 The Project Contact for the PROVIDER is:

Adam Derringer
Ayres Associates
Phone: 608-443-1200
Email: derringer@ayresassociates.com

INSURANCE ADDENDUM

The COUNTY and the PROVIDER agree to replace the contract Insurance section with the following:

VIII. INSURANCE

- A. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense.

- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force the effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suite or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.

- C. In case of any sublet work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

SCHEDULE B Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY’s receipt of accepted invoice unless otherwise noted in Schedule B.

PROVIDER shall be paid on the basis of work completed, when completed at the following rates:

B.1 PRICING

B.1.1 BASE PROJECT

General requirements of the contract are the production of six-inch resolution, 4-band, true color, county-wide imagery and partner mosaic image.

Total Fees not to exceed:	\$100,000
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The following price breakdown is for the county wide project (1,250 miles²):

Product	Unit	Fee
Six-inch resolution, 4-band, true color, county-wide imagery	1 mile ²	\$80.00
Mosaics (county-wide, MrSID)	County	included
High compress mosaic (county-wide, MrSID)	County	included

B.1.2 PARTNER BUY-UP - IMAGERY

The COUNTY may acquire the following Partner Buy-up Products, based on partner requests, according to the following prices. Buy-up requirements of the contract are the production of three-inch resolution, 4-band, true color, partner imagery and partner mosaic image.

Product	Unit	Fee
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Three -Inch resolution, 4-band, true color, county-wide imagery (20-30 mile ²)	1 mile ²	\$850
Three -Inch resolution, 4-band, true color, county-wide imagery (31-50 mile ²)	1 mile ²	\$700
Three -Inch resolution, 4-band, true color, county-wide imagery (51-100 mile ²)	1 mile ²	\$550
Three -Inch resolution, 4-band, true color, county-wide imagery (101-400 mile ²)	1 mile ²	\$350
Three -Inch resolution, 4-band, true color, county-wide imagery (400+ mile ²)	1 mile ²	\$210
Partner mosaic (municipality MrSID)	Municipal/County	included

B.1.3 PARTNER BUY-UP – TERRAIN

The COUNTY may acquire the following Partner Buy-up Products, based on partner requests, according to the following prices. Buy-up requirements of the contract are the production LiDAR and derivative terrain data. Acquisition of LiDAR is based on a minimum of 150 square miles.

Product:	Unit:	Fee:
Classified LiDAR point cloud (.las) data	1 mile ²	\$495
County-wide bare-earth terrain surface (DEM/DTM)	1 mile ²	Included
County-wide first-return terrain surface (DEM/DTM)	1 mile ²	Included
Automated building & high vegetation classification	1 mile ²	Included

B.2 PAYMENT

B.2.1 BASE PROJECT

The COUNTY will pay the PROVIDER on the following schedule:

Activity Completed	Approximate Timeline	Percent Payment
Acceptance of final acquisition	May 2022	50%
Pilot aerial imagery delivery	July 2022	25%
Final Delivery	October 2022	25%

B.2.2 PARTNER BUY-UP PROJECT

The COUNTY will pay the PROVIDER on the following schedule:

Activity Completed	Approximate Timeline	Percent Payment
Acceptance of final acquisition	May 2022	50%
Pilot aerial imagery delivery	July 2022	25%
Final Delivery	October 2022	25%

B.2.2 PROVIDER shall provide the COUNTY with a written report on the work completed that will accompany invoicing to the COUNTY.