

Dane County Contract Cover Sheet

Revised 01/2022

Res 093
Significant

Dept./Division	Planning & Development		
Vendor Name	AECOM Technical Services, Inc.	MUNIS #	18146
Brief Contract Title/Description	Broadband Infrastructure Engineering Assessment		
Contract Term	12/31/2023		
Contract Amount	\$411,780		

Contract # Admin will assign	14829
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	Alexandra Andros	Name	Jeff Whitman
Phone #	608-261-9780	Phone #	484-413-4090
Email	andros@countyofdane.com	Email	jeff.whitman@aecom.com
Purchasing Officer	Megan Rogan		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 122044
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # new	Org: PDPLNDIV	Obj: NEW	Proj:	
	Year 2022	Org: PDPLNDIV	Obj: 81367	Proj:	
		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 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 093
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2022

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	
Violante, Todd	<small>Digitally signed by Violante, Todd Date: 2022.08.22 15:27:44 -05'00'</small>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 8/22/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, August 23, 2022 11:14 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14829
Attachments: 14829.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/23/2022 11:15 AM	Approve: 8/23/2022 11:15 AM
	Rogan, Megan	Read: 8/23/2022 11:27 AM	Approve: 8/23/2022 11:31 AM
	Gault, David	Read: 8/24/2022 9:17 AM	Approve: 8/24/2022 9:19 AM
	Lowndes, Daniel	Read: 8/23/2022 11:24 AM	Approve: 8/23/2022 11:57 AM
	Stavn, Stephanie	Read: 8/23/2022 3:40 PM	
	Oby, Joe		

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

Contract #14829

Department: Planning & Development

Vendor: AECOM Technical Services

Contract Description: Complete a Broadband Infrastructure Engineering Assessment (Res 093)

Contract Term: 9/1/22 – 12/31/23

Contract Amount: \$411,780.00

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 in accordance with COVID 19 response guidelines.

AMENDING THE 2022 BUDGET AND AWARDING A CONTRACT FOR A BROADBAND
INFRASTRUCTURE ENGINEERING ASSESSMENT AND COORDINATION OF
IMPLEMENTATION OF FIBER BROADBAND THROUGHOUT DANE COUNTY.

Broadband access is a top priority for residents, businesses, and government at the national, state, and local levels. While much of Dane County is well-served with broadband, there are areas in the county that are underserved. The Public Service Commission (PSC) defines underserved as an area served by fewer than two providers offering “broadband service”, which commonly refers to high-speed internet access that is always on and faster than the traditional dial-up access, and has at least a speed of 25 megabits for download and 3 megabits for upload. Broadband includes several high-speed transmission technologies such as DSL, cable modem, fiber, wireless, satellite, and broadband over powerlines (BPL).

On November 9, 2021 Governor Evers announced that the Public PSC will make \$100 million available for the next round of the State Broadband Expansion Grant Program. The Broadband Expansion Grant program was created in 2013 to help meet the demand for improved broadband and encourage development in Wisconsin’s unserved and underserved areas.

Per the PSC, eligible applicants include an organization, a telecommunications utility, or a city, village, town, or county that has established a legal partnership or joint venture arrangement with an otherwise qualified organization or telecommunications utility, and as such meets the eligibility requirements set forth in [Wis. Stat. § 196.504\(1\)](#). Matching funds for the grants are not required, but have been identified as a priority factor.

In 2021 Dane County received \$106 million allocation of the federal American Rescue Plan Act (ARPA). These funds can be used for infrastructure improvements, which includes broadband expansion. Funds must be allocated by December 31, 2024, with projects completed by December 31, 2026. Dane County identified broadband expansion as a priority for use of ARPA, setting aside \$5 million for this purpose.

The Dane County Broadband Task Force, created via 2020 RES-415, has been addressing gaps in broadband service in Dane County, and aims to support municipalities as they prepare to seek grants to develop a more robust broadband network that adequately serves the entire county. As part of their research, the Task Force examined several examples of broadband studies and infrastructure engineering assessments conducted in other counties in the state of Wisconsin.

The Task Force has determined that a professional broadband infrastructure engineering assessment will provide technical information that will help the county be successful at improving broadband service throughout Dane County. The goals of the study would be to: understand what is currently available, where the existing infrastructure serves, what is the capacity and who owns the infrastructure; identify voids or deficiencies in service; and recommend options for providing service in both the short and long term. In addition to providing

46 technical information, the consultant will serve as a ‘coordinator’ managing the interaction
47 between all stakeholder groups to coordinate and develop the broadband fiber network in Dane
48 County. This includes helping local communities in project development and grants, as well as
49 working with ISPs in coordinating public private partnerships and assistance with grant funding.

50
51 **Whether and how the funding responds to the COVID-19 pandemic**

52 The COVID-19 pandemic underscored the need to have affordable, reliable internet in every
53 home and business to attend virtual school, do online banking, and attend healthcare
54 appointments virtually to name a few.

55
56 **Whether the allocation is duplicative of other federal/state/local/school funding efforts or
57 in coordination with them**

58 There are a variety of state and federal grants available for broadband expansion. In order to
59 apply for these grants, there needs to be accurate data that shows unserved and underserved
60 areas. The current maps created by the FCC do not show an accurate representation of where
61 service is and is not.

62
63 **Whether the allocation leverages existing partnerships and Dane County programs**

64 The Broadband Task Force is staffed by both the County Board Office, the Extension Office,
65 and Planning staff.

66
67 **Reference to the law and/or guidance that authorizes the allocation**

68 [§ 35.6\(e\)\(2\)](#) Indicates that a recipient may use funds to make investments in broadband.

69
70 **An explanation of expected outcomes, including equity measures**

71 The infrastructure engineering assessment will be used by the Broadband Task Force to inform
72 recommendations to the County to improve broadband access for county residents.

73
74 **A plan for data collection and other outcome measures that ensure accurate quarterly
75 reporting of program experience and outcomes**

76 Progress toward implementing recommendations made in the infrastructure engineering
77 assessment will be reported as the project develops.

78
79 The American Rescue Plan Act’s funding is able to be used for broadband expansion. As the
80 world has learned throughout the COVID-19 pandemic, internet access is no longer optional, it
81 is a necessity to complete many day-to-day tasks.

82
83
84 **NOW THEREFORE BE IT RESOLVED** that the following amendment be made to the 2022
85 operating budget in the Department of Planning & Development:

86
87 PDPLNDIV NEW “Broadband Engineering Assessment” \$ 411,780
88 PDPLNDIV 81367 “ARPA Revenue” \$ 411,780
89

90 **BE IT FURTHER RESOLVED, the County Board approves a contract with _____ in**
91 **the amount of \$411,780 to conduct a broadband infrastructure assessment and provide**

92 **broadband coordination services and that the County Executive and County Clerk are**
93 **authorized to execute the contract, and**

94

95 **BE IT FINALLY RESOLVED**, that the County Board requests the broadband engineering
96 assessment be shared with members of the County Board and the Dane County Broadband
97 Task Force upon completion.

DANE COUNTY CONTRACT # 14829

Revised 08/2021



Department: Planning & Development
Provider: AECOM
Expiration Date: 12/31/23
Maximum Cost: \$411,780

Registered Agent (if applicable): CT Corporation System
Registered Agent Address: 301 S Bedford St
Madison, WI 53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and AECOM Technical Services, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 MLK Jr. Blvd., Rm. 425, Madison, Wisconsin, 53703, desires to purchase services from PROVIDER for the purpose of completing the Broadband Infrastructure Engineering Assessment for Dane County as described in Dane County RFP No. 122044; and

WHEREAS PROVIDER, whose address is 1350 Deming Way, Middleton, Wisconsin, 53562, 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 of 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. INTELLECTUAL PROPERTY OWNERSHIP:

Upon the completion of the Key Deliverables as set forth in Exhibit A-Scope of Services attached herein and full payment for Services as provided in Schedule B, the COUNTY shall own the Key Deliverables and any intellectual property ownership related to such Key Deliverables. COUNTY shall own all right, title, and interest in such Key Deliverables, subject to any limitations associated with intellectual property rights of third parties. In addition to the Key Deliverables described, the Deliverables shall include: (1) the creation and publishing of any content related to the Key Deliverables subject to limited rights and accessible via web-based URL or link through AECOM'S proprietary PlanEngage™ software-based platform, which qualifies as commercial computer software within the meaning of the acquisition regulations applicable to this procurement, (2) temporary hosting of the content for a period of eighteen (18) months. However, the Deliverables will not include: (A) delivery or ownership of the PlanEngage software, including any upgrades, bug fixes or improvements to the PlanEngage software; and (B) the functionality and interactivity the PlanEngage platform provides with respect to the content. Temporary access to the PlanEngage functionality for viewing only purposes will cease at the conclusion of the hosting period. The County agrees that PROVIDER shall retain any and all intellectual property rights not expressly assigned to the County as provided herein, including all rights to the PlanEngage software, any upgrades, bug fixes, modifications, and later versions thereto.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. INSURANCE & INDEMNIFICATION:

- 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, or 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, except after thirty (30) 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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."

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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:



Frank Louis, PMP, LEED BD+C
DOO and AVP of AECOM Technical Services, Inc.

08/20/2022

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

Program Management

The AECOM team will be led by Gary Davis, or assigned project manager, who knows the importance that consistent coordination and communication play in developing a successful implementation plan. Gary will serve as program manager and the County's point person to represent the team at meetings with senior leadership. In addition to Gary, the team will be supported by Eric Bathras and Jeff Whitman.

The AECOM team is committed to meeting with County staff regularly, at minimum once every two weeks over video conference to discuss progress and review findings for current activities. An initial kick-off meeting with the County and the AECOM team will be used to confirm a joint understanding of project objectives, points of contact, schedule, confirm cadence of weekly meetings, determine file / data sharing means and methods, deliverables, and measurable outcomes. The reoccurring meetings will serve as valuable touchpoints to ensure the County and team are in alignment throughout the entirety of the project and provide the necessary coordination to work cross-functionally. Our team will provide monthly progress reports documenting status, schedule updates, budgetary standing, upcoming milestones, foreseen risks and associated proposed mitigation strategies.

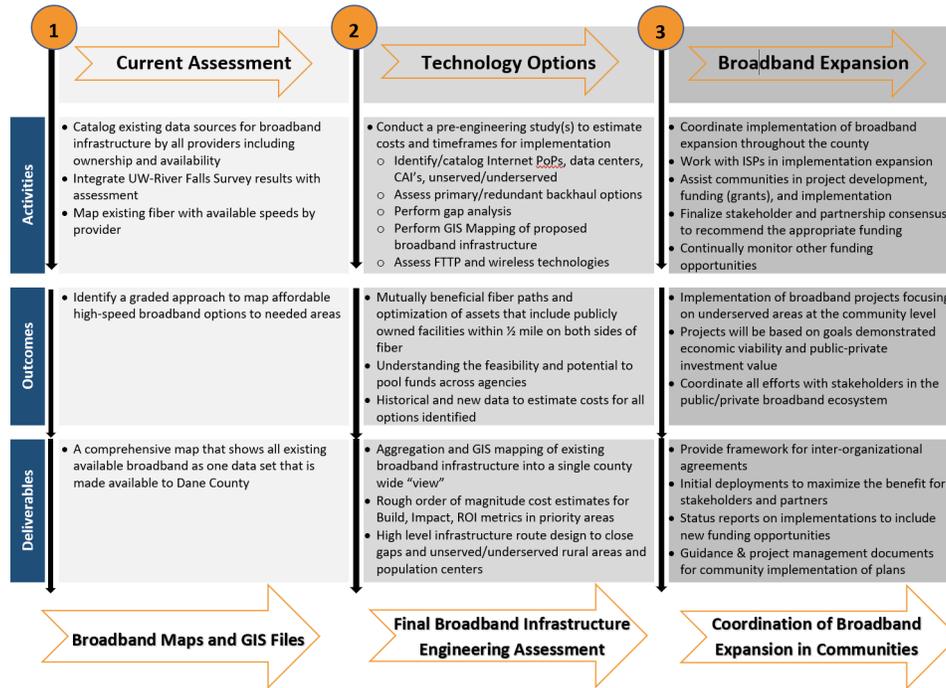
Key Deliverables:

- Meeting agendas
- Meeting minutes
- Monthly progress reports

Key Deliverables do not include ownership of the PlanEngage software or unauthorized usage or licenses related to the PlanEngage software.

Project Approach (3 sections)

Broadband Infrastructure Engineering Assessment - Getting to the POSSIBLE



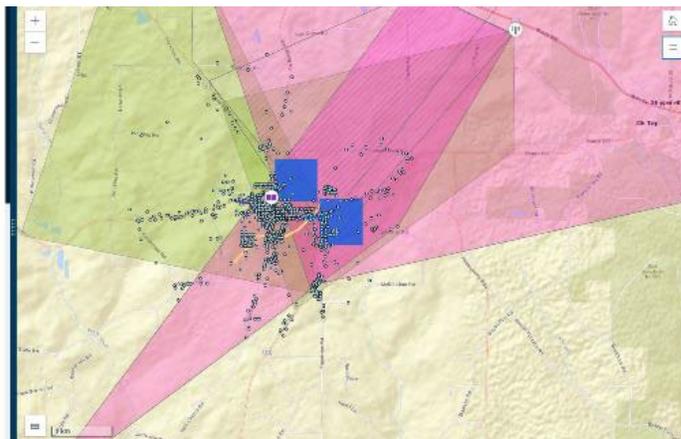
Section 1 – Current Assessment (following graphic above)

To outline a path forward, we first must identify the County's current broadband state. Our team will provide a data driven assessment to answer the who and why behind those without broadband access. This data will be gathered in the form of a complete inventory of existing fiber networks and all other Broadband service providers in the county that will include ownership and availability of use by other providers. We convert large quantities of data into digestible infographics that provide a complete picture of the county's broadband distribution, in addition, overlapping demographic information will be included as well as an integration of the results of the UW-River Falls survey data. The resulting map will show existing fiber and broadband service by provider and speed.

Conceptual Design

ROM Pricing

Rough Order of Magnitude Pricing		
Item	Description	Estimate
12T 2470C	Fiber Optic Cable	\$150.00
Micrologic 4000	Splice	\$60.00
U.S. Closure	Closure	\$
Splice Closure	Closure	\$
Jobbox	Closure	\$
Fiber Termination Panel	Termination Panel	\$400.00
	Micrologic 4000	\$60.00
Underground Construction		
Item	Description	Estimate
Underground Conduit	1.5"	\$
Manhole riser	Manhole	\$

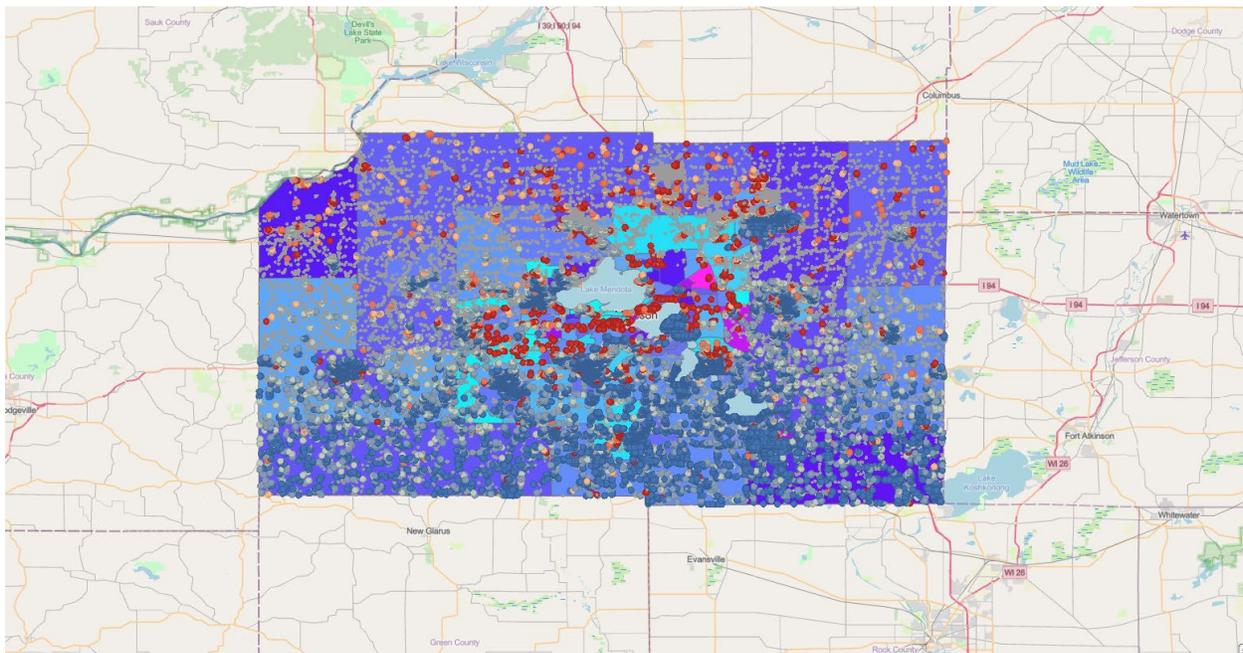


Our team leverages public, proprietary and local datasets regarding fiber and other telecommunications infrastructure assets to provide the status of broadband services. This will allow the team to make strategic recommendations on how best to leverage existing assets.

Broadband Data Sets

AECOM will compile and analyze high level state and national datasets including but not limited to the FCC form 477 data and the American Community Survey Data. Additionally, AECOM will compile and analyze proprietary local information on fiber and other telecommunications infrastructure and assets. This information comes from open-source repositories as well as databases for which AECOM pays subscription fees to facilitate our design and consulting projects. This analysis will include the current availability and state of broadband services, which includes existing broadband service providers, regional dark fiber providers as well as any private or public fiber optic networks.

The graphics below demonstrate data available for Dane County.



Section 1 Deliverable

AECOM will provide a comprehensive map like those noted above that will represent a current assessment of broadband in Dane County based on a complete inventory of existing fiber and broadband providers as well as the UW-River Falls Survey. The map will be provided in a GIS format that is usable by Dane County. A Section 1 Progress Report will also be delivered with the map.

Section 2 – Technology Options

AECOM's Team believes that broadband infrastructure creates opportunities for everyone. We understand the complexities of performing a comprehensive assessment that will be utilized in designing and administering a broadband plan that addresses the numerous challenges of providing equitable access to broadband services across multiple jurisdictions with multiple user groups. AECOM has experience with managing multiple stakeholders and partners under one governance umbrella. Each stakeholder and partner maintain autonomy and independence but becomes part of the broader

vision. Successful broadband initiatives are achieved when collaboration is chosen and nurtured rather than dictated. We believe strongly that a collaborative and cohesive approach is optimal as the qualifications required to successfully develop a plan are vast.

There are many ways to achieve the goal of providing equitable broadband to all public and private parties in Dane County. But it is essential to first understand that broadband is interconnected. Another way to look at this infrastructure is the “Broadband Stack” as noted in the diagram, which is the combination of physical infrastructures and technologies that public and private sector service providers use to connect to devices, locations, end-users, and communities to improve quality of life experiences, enhance public safety and increase economic development activities. Options provided will include a mix of infrastructures and technologies and phased build-out plan with multiple platforms scalable to at least 100 Mbps and may include fiber, wireless, cable, ARMER, cell, and other tower structure-based platforms. This will also include, to the extent possible, the utilization of existing technologies capable of providing 25/3Mbps, 100/100Mbps, 1,000 symmetrical and asymmetrical bandwidth speeds.

AECOM's focus is always to utilize economies of scale, partnerships, and cooperative efforts in achieving maximum results and include utilizing existing public and private networks, partnerships, and collaboration with incumbent providers for both middle and last mile coverage to under and unserved areas. We will focus on the use of Connect America Funds as well as IIJA and other Federal funding opportunities. The pre-engineering study will include an assessment of all available mainstream high-speed technologies that alone or in combination will provide service to users in different methods including Fiber-to-the-Premise and wireless technologies as the specific locations allow. All specifications done by AECOM only include currently available and supported technologies. The assessment will review primary and redundant backhaul methods via the Internet and local networks. The study will result in a map that includes the fiber routes and individual locations of businesses and publicly owned facilities that pass within ½ mile on both sides of the route with the ultimate goal of providing the greatest coverage. Costs will be calculated based on the map data and historical cost data for all options identified. The costs will be calculated by service area and anticipated route miles to determine all capex costs associated with the design, configuration, and construction costs.

AECOM will analyze existing infrastructure documentation and utilize web-based and proprietary tools to determine the conditions for fiber, wireless access point locations and both aerial and underground distribution options. This will focus on technology assets, routes, and their proximity to the county. AECOM will utilize an innovative platform that optimizes network planning and design based on GIS data. We will determine a realistic and cost optimized conceptual design for deploying a future infrastructure that can also provide wireless coverage in the area. In addition to the conceptual design, a Bill of Materials (BOM) will be generated providing the county with a summary of infrastructure, equipment, and rough order of magnitude (ROM) costs to implement a broadband solution. Additionally, a KMZ file will be generated with the conceptual design, allowing the user to view the design in Google Earth.

Section 2 Deliverables

AECOM will provide a comprehensive progress report that will provide an overview of the pre-engineering study including costs and timeframes. A map will be provided in GIS format that outlines all aspects of the study noted above.

Section 3 – Broadband Expansion Coordination

We understand that the biggest challenge to community broadband projects is NOT the technology, but all the political, social, communication, and organizational aspects of the project. A key focus area is understanding the difference between the “Have Nots” and the “Do Nots.” The “Have Nots” are those without Access. The “Do Nots” include those who either cannot afford or do not adopt broadband for whatever reason. Addressing the “Have Nots” is the technical portion of the project. The “Do Nots” present the biggest challenge and will be addressed in Section 3 by working with the communities to build synergies and partnerships to overcome this challenge. The Phoenix Center found, for example, that the \$4.7 billion Broadband Technology Opportunities Program failed to impact home broadband adoption rates, meaning taxpayer dollars were essentially wasted. Chicago Connected found that less than half of those eligible took the offer for free internet service. Even with efforts to support adoption for low-income consumers, many Americans simply choose not to accept or purchase broadband, meaning the subsidies have limited effect. AECOM is aware of these challenges and will assist in addressing both affordability and adoption.

While the overall focus is on equitable household connectivity, thinking big picture and finding solutions that address multiple goals through multiple funding sources creates economies of scale and a true comprehensive community solution. Success requires synergy and collaboration between public and private, at all levels, and across multiple disciplines. Communication, leadership, broadband champions, and working groups are essential. The key is bringing them all together under one big vision. It is these areas of non-technical focus that sometimes get overlooked and AECOM will address these areas as part of its broadband expansion coordination efforts.

As a starting point, it is essential for everyone to have a good understanding of a Community Network. A Community Network brings ALL the elements of community services together to form a connected community that can and must be accessible to, AND UTILIZED by, residents in their homes and around the community. None of the core community functions represented by the photos is fully functional and optimal if it is not available to all. AECOM will work with you to contribute to the excellent, but extremely challenging, work of communicating and finding ways to drive adoption and acceptance of the broader vision and how it creates Internet Equity. The new Bipartisan Infrastructure Law (BIL) rightly focuses funding to spotlight the needs for digital literacy education, training, and support. Working with partners at all levels of education, community groups, non-profits, business, and government to work with the populations in need is the critical piece. Investing in people is what enables the investment in technology to pay dividends.

As the Broadband Expansion coordinator, AECOM will implement the goals and recommendations of the Broadband Infrastructure Assessment Report in partnership with Dane County. The focus will be on coordinating the broadband expansion throughout Dane County and focusing on the underserved areas. This work will require careful communication and coordination with Internet Service Providers as well as the local communities. AECOM will help these communities and other stakeholders in developing specific projects, seeking grant funding, and implementing the broadband

expansion. AECOM will continually monitor the status of all state and federal grant and loan opportunities as well as other potential funding sources and ensure that the projects are defined in a manner that allows full use of these opportunities.

Section 3 Deliverable

AECOM will provide a comprehensive Final Report that includes aspects of the two Progress Reports as well as an overview of the Broadband Expansion Coordination and outcomes.

Reporting Deliverables

AECOM has developed PlanEngage, an online platform, centralizing project information such as GIS maps, technical data, estimated costs, and reports in one interactive interface. We plan to use this platform for all reporting and collaboration with this project. AECOM's PlanEngage is an advanced online solution providing a fully customizable and interactive platform where documents come to life. It enables communication and collaboration throughout project approvals, community, and stakeholder engagement. It allows the creation and publishing of websites to the whole community or a select group of stakeholders – without the need for a web developer!

Key Benefits of Using Plan.Engage

- Enhanced key stakeholder and community understanding and acceptance of projects
- Opportunities for more personalized online experiences for project executives and participants provide the ability to access key features and data about the project that are most relevant to them (e.g., mapping, estimated costs, key milestones)
- Improved ability to share information with stakeholders beyond just the local community through accessible, online communication.
- Continue to engage meaningfully with key stakeholders and communities during COVID-19 social distancing restrictions
- More accessible data compared to PDF and hard copy documents with enhanced web accessibility
- Easy to update with project changes without needing to engage a web-developer
- Houses environmental or project data for ease of regulatory approvals or transitioning to other phases of environmental monitoring
- Reduce printing costs for hard-copy reports

Project Timeline

AECOM has proposed the following sample timeline based on a 12-month period of performance with a start date of July 1, 2022. The project timeline would be adjusted accordingly based on the actual notice to proceed and project start date.

The nature of “Section 3 – Broadband Expansion Coordination” requires a long-term approach. Given the ongoing supportive nature of this section, AECOM has allocated 4.5 months of effort on the Broadband Expansion Coordination task. It is our intent to include focused attention on this task during the 12-month period of performance, but it will be limited due to the long-term effort that would be needed to ensure longer term broadband expansion success. However, we have also provided a Time & Materials option to continue the expansion coordination beyond the conclusion of the 12-month period of performance engagement.

Dane County		Month	September				October				November				December				January				February				March				April				May				June				July				August				September							
Project Schedule		Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
Task		Duration																																																								
Kick-off		1																																																								
Project Setup-PlanEngage		3																																																								
Current Assessment		6																																																								
Data Gathering		2																																																								
Mapping		2																																																								
Progress Report		2																																																								
Technology Options		16																																																								
Design		4																																																								
Pre-Engineering		4																																																								
Costing		4																																																								
Mapping		4																																																								
Business Modeling		4																																																								
Progress Report		2																																																								
Draft Final Report		3																																																								
Final Report		3																																																								
Broadband Expansion Coordination		18																																																								
County		18																																																								
ISP Collaboration		18																																																								
Local Communities		18																																																								
Funding		18																																																								
Progress Report		3																																																								

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall be paid on the basis of work completed, in three payments which will correspond to the three sections described in Schedule A, namely “current assessment”, “technology options” and “broadband expansion coordination”. The PROVIDER shall issue an invoice upon completion of each section. Completion of each section shall correspond with the project timeline as described in Schedule A.

For each section (current assessment, technology options, and broadband expansion coordination), 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.

