



Mississippi Valley Archaeology Center

University of Wisconsin–La Crosse
1725 State Street
La Crosse, WI 54601-3788

Phone: (608) 785-8463
FAX: (608) 785-6474
Web site: www.uwlax.edu/mvac

MVAC Bid #: 22/10/03 **Date:** 10/3/2022
MVAC Project Title: Ridgeway Park Improvements

Submitted to: Hailey Roessler
Village of Ridgeway (hereinafter "client")
208 Jarvis Street
Suite A
Ridgeway, WI 53582

MVAC staff contact: Vicki Twinde-Javner, 608-386-8967

Project: The Mississippi Valley Archaeology Center (hereinafter "MVAC") hereby proposes to furnish all materials and perform all the labor necessary conduct a Phase I archaeological survey and architectural history reconnaissance for approximately 2 acres within the Village of Ridgeway Park in Iowa County, Wisconsin. All work will be conducted in accordance with professional guidelines – Wisconsin Archeological Survey. Deliverables will include field work and appropriate paperwork. MVAC will work with the client on the timing of this project. A report will be submitted within 30 to 45 days of the completion of the fieldwork. All artifacts, materials, etc. resulting from this project will become the property of the State of Wisconsin and will be curated at MVAC. This cost proposal is good for one year after the date of the proposal.

*Note, Covid 19 restrictions have eased and we anticipate normal travel following current CDC guidelines. If at any time federal or Wisconsin state guidelines prevent MVAC from performing this project as described above, travel/work practices will be modified or work will be delayed until it can be done safely and with normal efficiency.

All material is guaranteed to be as specified, and the above work is guaranteed to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for a sum not to exceed \$7,977.74, with payment to be made as follows: Billing will be done by the University with payment in full due 30 days after submittal of the final report.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Performance under this agreement is subject to acts of nature, strikes, accidents, or delays beyond MVAC's control, such as weather/ground conditions or landowner permission situations.

The University and the Client jointly agree:

1. That the State of Wisconsin will indemnify University employees, officers, and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, pursuant to sections 895.46(1) and 893.82, of the Wisconsin State Statutes.
2. That the Client will indemnify its employees, officers and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to section 895.46 of the Wisconsin State Statutes.

3. By executing this agreement, neither the University nor the Client waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.
4. Workmen's Compensation and public liability coverage on the above work will be in effect by the University.
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto hereby set their hand below.

For: Mississippi Valley Archaeology Center

_____ Date: _____
Katherine Stevenson
Operations Manager

**FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM
on behalf of the UNIVERSITY OF
WISCONSIN-LA CROSSE**

_____ Date: _____
Robert J. Hetzel
Vice Chancellor for Administration & Finance

AND/OR

_____ Date: _____
Kurtis Bock
Procurement Director

For: Village of Ridgeway

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Breakdown of Costs- Phase I archaeology

Personnel	Role	Hours	Rate	Total
Principal Investigator	Pre-field research/permits, direct archaeological fieldwork, project coordination, and report preparation.	26	101.46*	\$2637.96
Field Crew	Assist with Phase I survey	10	59.81	\$598.10
GIS Specialist	Assisting with maps for report	1	90.97*	\$90.97
Business Manager	Account set up, expense tracking, invoicing	1	101.46*	\$101.46
Travel	Personal vehicle (\$0.625/mile x 230 miles)			\$143.75
	Per diem (day trip meal allowance - \$15/day x 2 people x 1 day)			\$30.00
Curation				\$100.00
Total				\$3702.24

*Rate includes hourly rate, UW-L overhead and fringe benefits, and MVAC program support (operational costs).

Architectural History – see attached breakdown from Mead and Hunt - \$4,275.50

Total for both archaeology and architectural history - \$7,977.74



October 4, 2022

Ms. Vicki Twinde-Javner
Senior Research Archaeologist
Mississippi Valley Archaeology Center
University of Wisconsin-La Crosse
1725 State Street
La Crosse, WI 54601

Subject: Proposal for Historical Services
Ridgeway Community Park Improvements
Ridgeway, Iowa County, Wisconsin

Dear Vicki:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide historical services for the above-referenced project in the Village of Ridgeway.

Project Understanding

The Village of Ridgeway proposes improvements to the Community Park, including additional parking and lighting improvements. The park is bisected by the Military Ridge State Trail and includes a 1913 Chicago and Northwestern Railroad Depot (Depot). The project is federally funded and must comply with Section 106 of the National Historic Preservation Act of 1966 (Section 106). Mead & Hunt will serve as a subconsultant to MVAC and complete the necessary history investigations.

The Area of Potential Effects (APE) is expected to include the Village Park. One previously surveyed property is located within the project area – the Depot (AHI# 64662). Due to the limited number of historic-age resources within the park, Mead & Hunt anticipates that an architecture/history letter report will be the appropriate Section 106 documentation. If the Depot appears to have potential National Register significance, a discussion of project effects will be included in the letter report.

Our work will follow the guidelines outlined in the Secretary of the Interior's *Guidelines for Historic Preservation Projects*. Mead & Hunt will provide the historical services mentioned above and described in detail in the Scope of Services section of this proposal.

Scope of Services

After receipt of authorization to proceed, Mead & Hunt will complete the following tasks:

Task 1 – Project Coordination

Mead & Hunt will correspond with MVAC and the Village regarding the proposed scope and schedule and review proposed project activities. Mead & Hunt's project coordination activities include tracking work progress, responding to client inquiries, and managing the schedule and budget. We will also coordinate to confirm the APE prior to commencement of Task 2.

Task 2 – Research, Conduct Site Visit, and Prepare Documentation

Mead & Hunt will conduct a reconnaissance-level survey of properties within the APE and identify properties that are at least 40 years old and retain a degree of integrity. We will compile survey data and prepare an architecture/history letter report that discusses the project activities, APE, and survey results. We will update the Wisconsin Historic Preservation Database (WHPD) record for the Depot and create new records for any additional resources that meet survey criteria.

If the Depot appears to have potential National Register significance, a discussion of project effects will be included in the letter report. This will include a brief discussion of project activities in relation to the building and a discussion of the Criteria of Adverse Effect.

Mead & Hunt will submit three bound copies of the letter report and supplemental materials to MVAC for inclusion in the Section 106 submittal. We will also assist in completing the Section 106 Form.

Responsibilities of MVAC

Our Scope of Services and Compensation are based on MVAC performing or providing the following:

- A designated representative with authority to transmit information, receive information, and transmit WisDOT decisions.
- Available data, drawings, and information related to the project.
- Transmittal of the architecture/history letter report and Section 106 documentation to Ayres.

Work Not Included

This estimate does not include completion of notification letters, an Architecture/History Survey Report, Determinations of Eligibility, consultation, or a Memorandum of Agreement if adverse effect cannot be avoided, or Section 4(f) documentation. This would be considered additional work.

Compensation

The work described under the Scope of Services will be performed on a time-and-expense basis in accordance with the attached cost breakdown. Our fee for these services is Four-Thousand Two-Hundred Seventy-Five Dollars and Fifty Cents (\$4,275.50).

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of MVAC and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services*, which is attached and is made a part of this proposal.

We appreciate the opportunity to submit this proposal to MVAC.

Respectfully submitted,

MEAD & HUNT, Inc.



Emily Pettis

Cultural Resources Department Manager

Attachments

Accepted by: MISSISSIPPI VALLEY
ARCHAEOLOGY CENTER

Approved by: MEAD & HUNT, INC.

By: _____

By: Christina Slattery

Name: _____

Name: Christina Slattery

Title: _____

Title: Vice President

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: October 4, 2022

Accepted by: BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM ON
BEHALF OF THE UNIVERSITY OF
WISCONSIN-LA CROSSE AND THE
UNIVERSITY OF WISCONSIN-LA CROSSE'S
MISSISSIPPI VALLEY ARCHAEOLOGY
CENTER

By: _____

Name: Robert J. Hetzel

Title: Vice Chancellor for Administration &
Finance

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Mead & Hunt, Inc.
**General Terms and Conditions (“General Terms”) for Engineering,
Architectural, or Consulting Services
Wisconsin**

1. Receipt of the attached signed Contract (Contracts, Proposal, or Letter) will be considered written authorization to proceed.
 2. Mead & Hunt, Inc. will bill Client monthly, according to the payment method set forth in the Contract, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract do not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
 3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction, which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
 4. To the extent authorized by Wisconsin state law, the Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.
 5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the Project.
 6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt, Inc. currently has in effect as of the date of this Agreement, premiums for additional insurance shall be paid by the Client.
 7. The limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt, Inc. being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent that any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its subconsultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the client during the 12-month period prior to the date of the last bill being first submitted to the Client.
 8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.
 9. Client and Mead & Hunt, Inc. shall not, during the term of this Agreement or after the termination of this Agreement for a period of one (1) year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.
 10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
- Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project, or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of Ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the files for reuse be deemed a sale by Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed

damages, or any consequential damages as a result of reuse or changes to files or any data therein.

11. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically
12. deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in the Contract and/or General Terms is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. To the extent authorized by Wisconsin state law, the Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
14. To the extent authorized by Wisconsin state law, if the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
16. Mead & Hunt, Inc. shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of use, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on (he subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.
19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
21. If a dispute arises out of or relates to the Contract and/or General Terms, or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.
22. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
23. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under this Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.
24. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.

Architecture History Survey Report
Milwaukee Public Museum Site Development
Milwaukee, Milwaukee County, Wisconsin

EMPLOYEE HOURS

ACTIVITY	PROJECT MANAGER	HISTORIAN	TECHNICAL EDITOR	TOTAL
Task 1: Project coordination	2	0	4	6
Task 2: Conduct site visit and prepare documentation	4	24	4	32
	6	24	8	38

COMPUTATION OF FEES

EMPLOYEE	HOURS	RATE	SALARY
PROJECT MANAGER	6	\$160	\$960
HISTORIAN	24	\$105	\$2,520
TECHNICAL EDITOR	8	\$90	\$720
	TOTAL SALARY		\$4,200

EXPENSES

Site visit mileage (70 miles x \$.65) =	\$45.50
Lunch (2 x \$15) =	\$30.00
	<u>\$75.50</u>

TOTAL **\$4,275.50**