

Dane County Contract Cover Sheet

Res 226

Revised 01/2024

Dept./Division	Airport		
Vendor Name	CM Larsen	MUNIS #	17084
Brief Contract Title/Description	Snow removal services at the Dane County Regional Airport		
Contract Term	09/01/2024 - 08/31/2029		
Contract Amount	As budgeted annually		

Contract # Admin will assign	15696
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	William LeGore	Name	Chad Larsen
Phone #	608-246-3389	Phone #	608-212-2423
Email	legore@msnairport.com	Email	larsenchad@aol.com
Purchasing Officer	Hazel Schuster		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 2024-065
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
	Year 2025	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	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res # 226
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2024

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

APPROVAL	
Dept. Head / Authorized Designee	
Ussher, Adam	Digitally signed by Ussher, Adam Date: 2025.01.08 11:22:24 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/8/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, January 8, 2025 12:11 PM
To: Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15696
Attachments: 15696.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/8/2025 12:13 PM	Approve: 1/9/2025 3:26 PM
	Schuster, Hazel		Approve: 1/8/2025 1:19 PM
	Gault, David	Read: 1/8/2025 1:12 PM	Approve: 1/8/2025 2:07 PM
	Cotillier, Joshua		Approve: 1/8/2025 3:13 PM
	Stavn, Stephanie	Read: 1/9/2025 9:05 AM	
	Oby, Joe		

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

Contract #15696
Department: Airport
Vendor: CM Larsen
Contract Description: Snow removal services at Airport (Res 226)
Contract Term: 9/1/24 – 8/31/29
Contract Amount: \$as budgeted annually

Thanks much,
Michelle

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

DANE COUNTY CONTRACT # 15696



Department: Dane County Regional Airport
Provider: CM Larsen
Expiration Date: August 31, 2029
Maximum Cost: As budgeted annually

Registered Agent (if applicable): Chad Larsen
2955 Packers Avenue
Registered Agent Address: Suite A
Madison, Wisconsin 53704

THIS AGREEMENT is between the County of Dane, a Wisconsin quasi-municipal corporation (“COUNTY”), and CM Larsen, a Wisconsin corporation (“PROVIDER”) and is effective on the date it is fully executed by both parties.

RECITALS:

1. COUNTY, whose address is c/o Airport Director, 4000 International Lane, Madison, Wisconsin 53704, desires to purchase services from PROVIDER for the purpose of snow removal services at the Dane County Regional Airport (“Airport”); and
2. PROVIDER, whose address is 2955 Packers Avenue, Suite A, Madison, Wisconsin 53704, is able and willing to provide such services;

ACCORDINGLY, COUNTY and PROVIDER agree as follows:

I. TERM:

This Agreement begins September 1, 2024 and ends on August 31, 2029, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement consistent with the timelines stated in Schedule A but no later than August 31, 2029, except as extended by COUNTY. 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 over the term of this Agreement, including any extensions. 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, in addition to any other remedies available.

II. SERVICES:

- A. PROVIDER shall provide the services detailed in the bid specifications, if any; the request for bid (“RFB”) and PROVIDER’s response to the RFB, if any; and on the attached Schedule A. In the event of a conflict between or among the bid specifications, the RFB or RFB response, or Schedule A or any of them, the terms of Schedule A are controlling to the extent of any conflict.
- B. PROVIDER shall perform its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all laws. In providing services under this Agreement, PROVIDER shall cooperate with the various departments, agencies, employees, and officers of COUNTY.

- C. PROVIDER shall secure at its 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 law.
- F. PROVIDER shall follow 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 when providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
- G. 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. Any unauthorized assignment, subcontract, or transfer is void.

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 law, or failure by PROVIDER to comply with any State and Federal service standards, as expressed by statute, rule, and regulation;
 - 2. failure by PROVIDER to carry licenses or certifications as required by law;
 - 3. failure of PROVIDER to comply with reporting requirements contained in this Agreement; or
 - 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 in this Agreement and the attached Schedule B. 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. 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. A party changing its address shall notify the other party in writing within a reasonable time.

VIII. 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, 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:

PROVIDER shall not 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. REQUIRED FEDERAL PROVISIONS

The provisions in this section and Schedule C are included as required by federal law:

- A. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Provider agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Provider and subcontractors from the bid solicitation period through the completion of the contract.

- B. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Provider"), agrees as follows:

1. Compliance with Regulations: The Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Provider of the Provider's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent

to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Provider will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Provider's noncompliance with the non-discrimination provisions of this contract, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Provider under the contract until the Provider complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Provider will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request County to enter into any litigation to protect the interests of County. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

C. Provisions of 29 CFR part 201. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Provider has full responsibility to monitor compliance with 29 CFR part 201. Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

D. Requirements of 29 CFR Part 1910. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Provider and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Provider shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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:

Chad M. Larsen "electronically signed"

12/11/2024

Chad Larsen
Owner

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Work

All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

Provider shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The Provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed accurately.

Any work found to be in any way defective or unsatisfactory shall be corrected by the Provider at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

All tools and equipment shall be provided by Provider and shall meet all applicable local, State, and Federal standards.

Technical Specifications

Determination of snow depth for payment will be as recorded by the National Weather Service Office in Sullivan, Wisconsin: <http://www.crh.noaa.gov/mkx/> at time and date snow is plowed.

Hours:

Plowing shall be done immediately following snowfalls of 1" or more. Plowing shall be completed between 6:00 p.m. and 6:00 a.m. on weekdays, although daytime plowing may be requested if a heavy snowfall occurs during a workday. In the event of scheduling conflicts caused by heavy workload, the County shall receive priority service from the contractor. Failure to meet any of the time limits set forth herein shall be grounds for immediate cancellation of this Agreement by the County and without notice.

Sand and or Salt:

Sand and/or salt, when requested, shall be applied in a manner to prevent excess tracking into the building or salt damage to adjacent vegetation.
Snow between parked cars shall be removed as much as is feasibly possible with equipment.

Hauling/Storage:

Snow will be plowed into a pile at the site, minimizing blockage of parking stalls. Removal from the site will require prior authorization from the County. The Airport, which has an on-site location for dumping snow.

Damage:

The contractor shall be responsible for damage to curbs, curb stops, sidewalks, vehicles, etc. caused by the plowing operation. The contractor shall notify County of damage within one day of occurrence. If Provider damages the County's property, Provider shall have the opportunity to repair said damage to County's satisfaction before County makes the repair at Provider's expense. Provider shall reseed damaged lawn areas as needed.

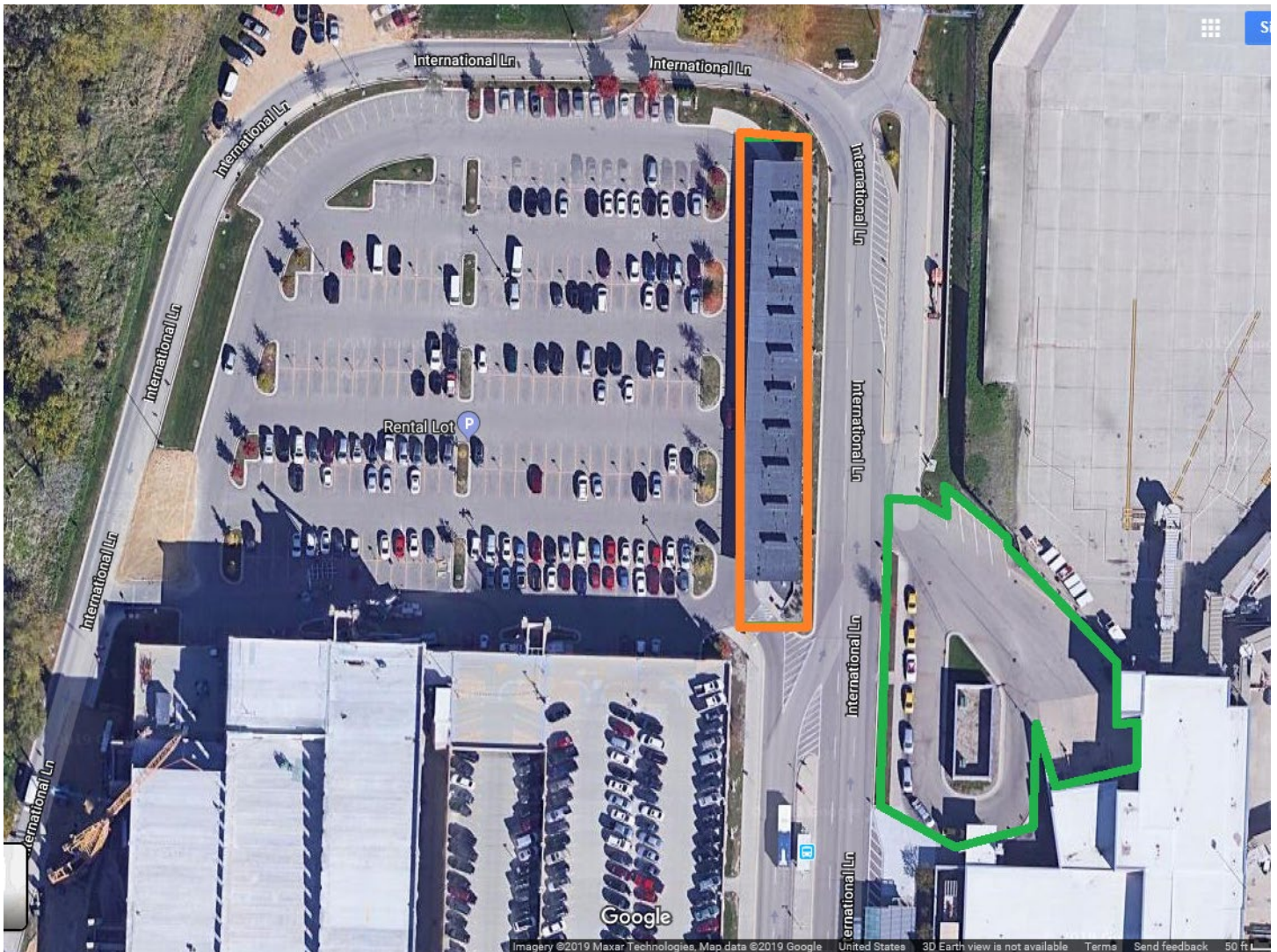
Airport Sites

The Airport sites depicted on Attachment A are to be plowed as described.

1 – Taxi Ready Stand/Loading Dock & Rental Sidewalks

4000 International Lane, Madison, WI 53704

1	Taxi Ready Stand/Loading Dock and Rental Sidewalks
	Loading dock and taxi ready stand.
	Sidewalks - under canopy in north Car Rental Lot (sidewalk only in this area - lot is plowed by others).
	Salt Application - Airport will notify Contractor if salt should be applied.



2 – Parking Ramps – East and West

4000 International Lane, Madison, WI 53704

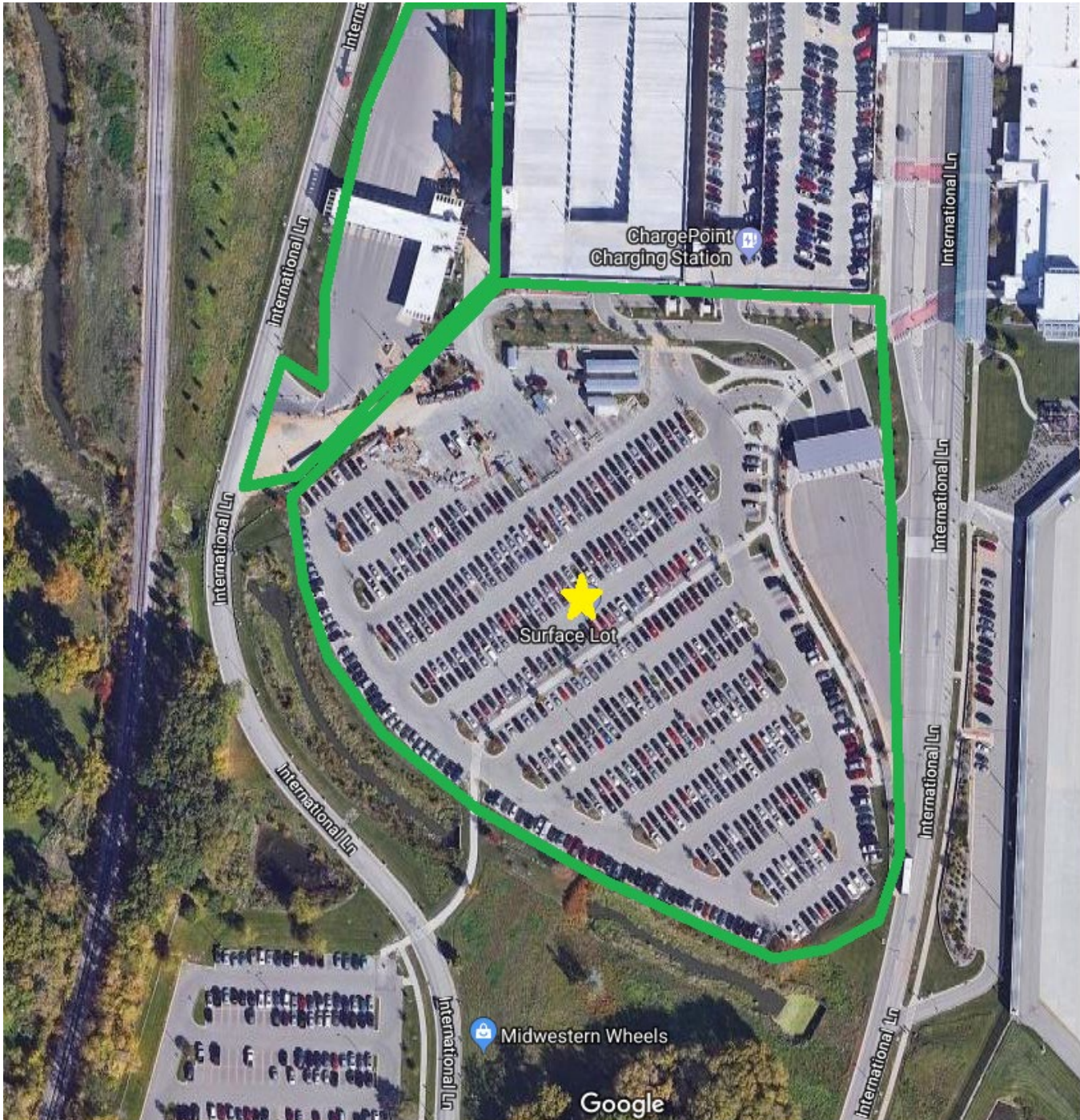
Parking Ramps - East and West		East Ramp	West Ramp
2	Sidewalks - none	Approx. 470 rooftop stalls	Approx. 470 rooftop stalls
	Salt Application - Airport will notify Contractor if salt should be applied.	Interior turnarounds at both ends of 3 levels	Turnarounds at both ends of 5 levels.
	All entry doors on rooftop and ground levels.	2 snow chutes	4 snow chutes
	Includes Snow Hauling – see Specs 4.5 A-I		



3 – Daily Surface Lot

4000 International Lane, Madison, WI 53704

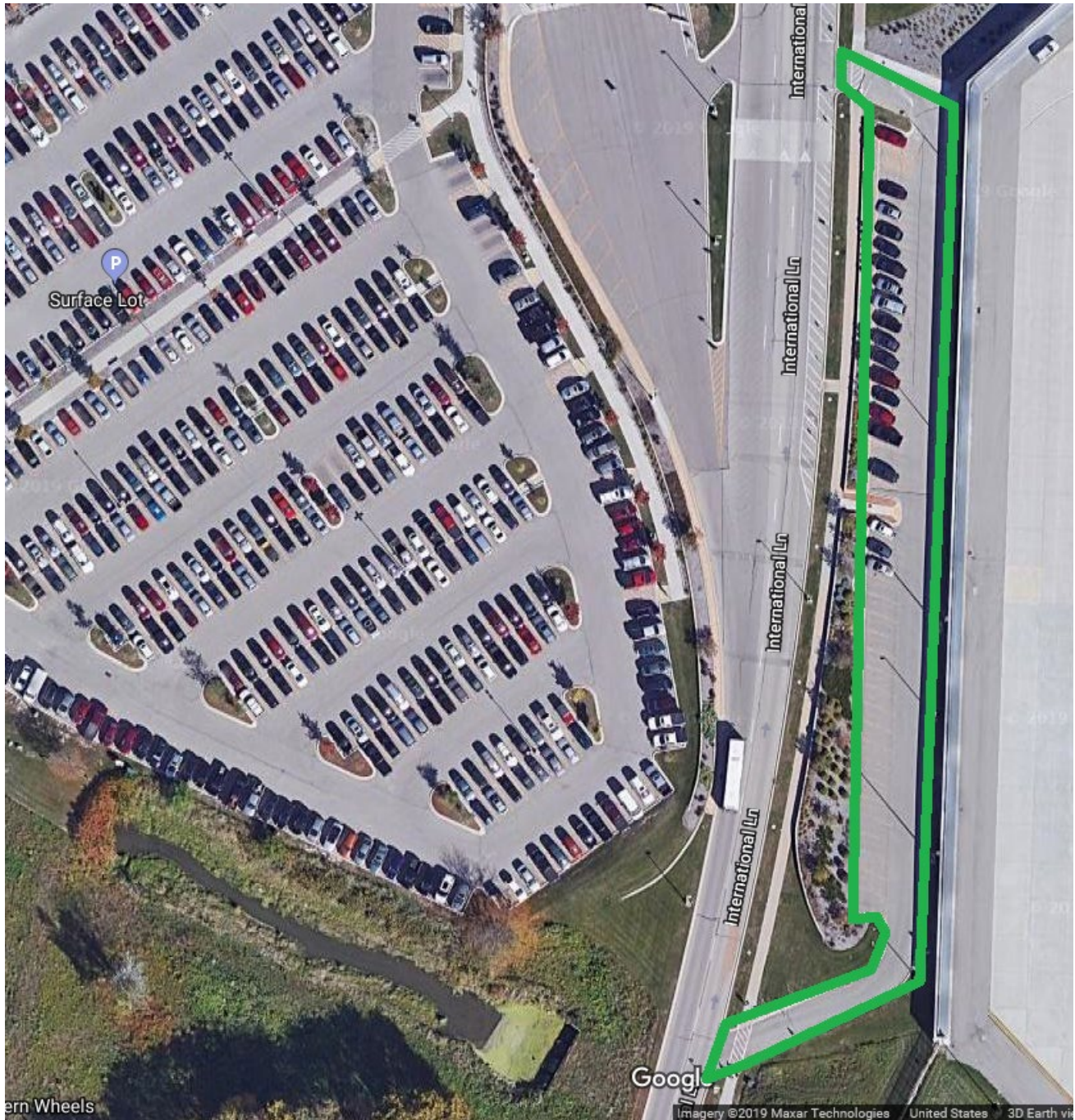
3	Daily Surface Lot
	Sidewalks - none
	Salt Application - Airport will notify Contractor if salt should be applied.
	Approx. 670 stalls
	Surface parking lot located south of parking ramps.
	Includes parking roadways and drive lanes at parking entry and exit plazas.



4 – Manager Lot

4000 International Lane, Madison, WI 53704

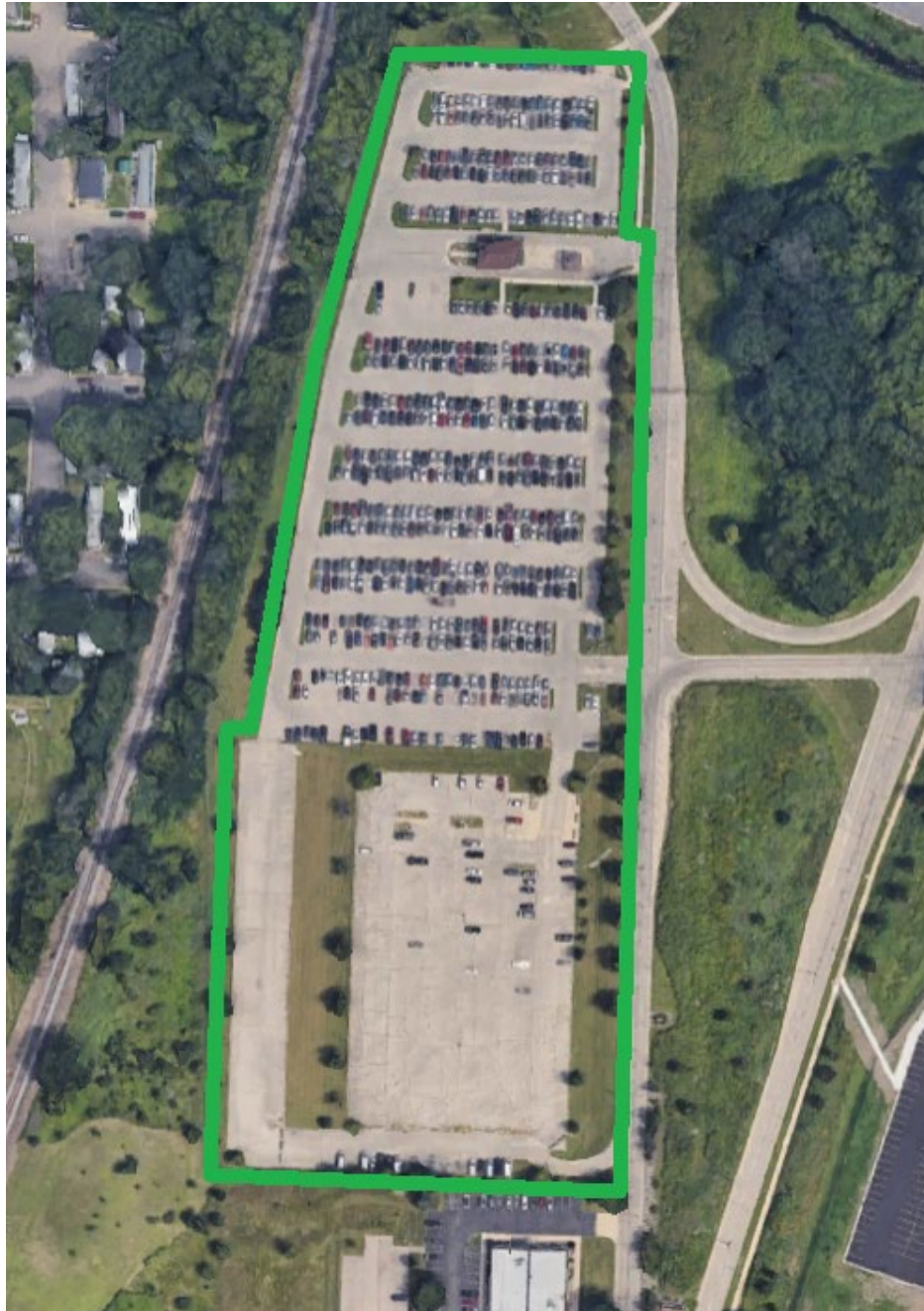
4	Manager Lot
	Sidewalks - none
	Salt Application - Airport will notify Contractor if salt should be applied.
	Approx. 39 stalls



5 – Economy Lot

4000 International Lane, Madison, WI 53704

5	Economy Lot
	Sidewalks - none
	Salt Application - Airport will notify Contractor if salt should be applied.
	Approx. 1,000 stalls
	Entrance and exit lanes



6 – Cell Phone & Employee Lots & Freight Building

3521-3527 International Lane, Madison, WI 53704

6	Cell Phone & Employee Lots & Freight Building
	Sidewalks - none
	Salt Application - Airport will notify Contractor if salt should be applied.
	3521-3527 International Lane.
	Approx. 375 stalls
	Entrance and exit lanes



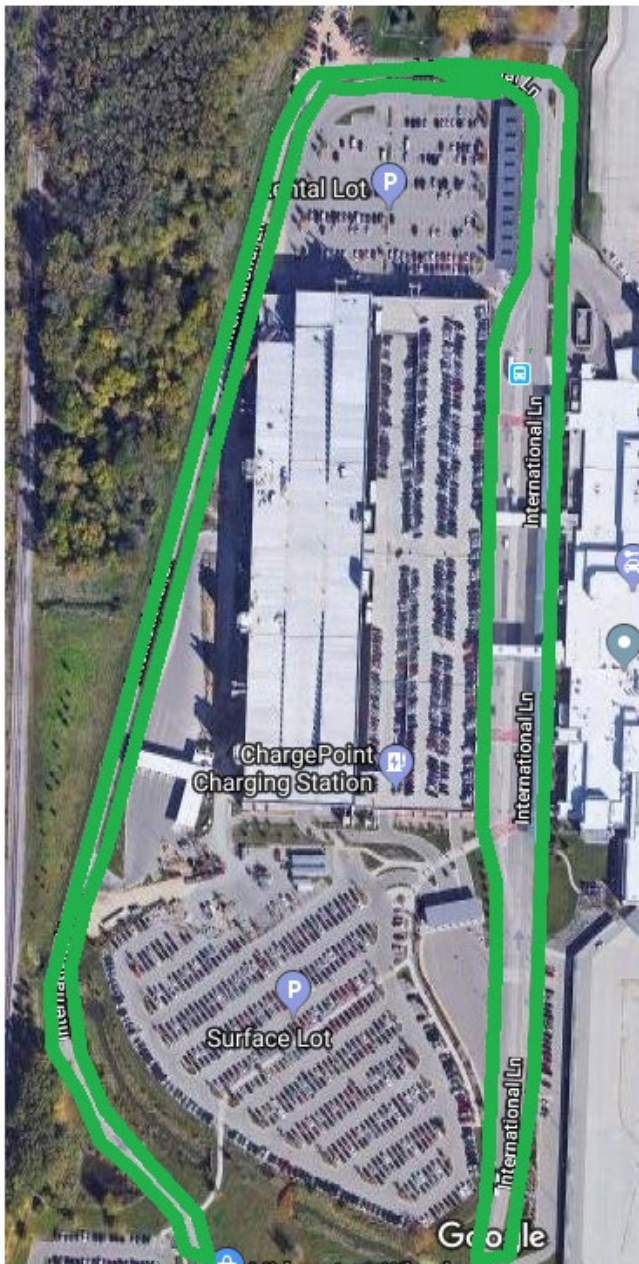
7 – International Lane

4000 International Lane, Madison, WI 53704

7	International Lane
	Sidewalks - none
	Salt Application - Airport will notify Contractor if salt should be applied.
	Full roadway loop north from Darwin Road intersection.
	Taxi holding area and entrances to all parking areas, and continuing south to Darwin.
	**This roadway must remain open at all times.

North Section

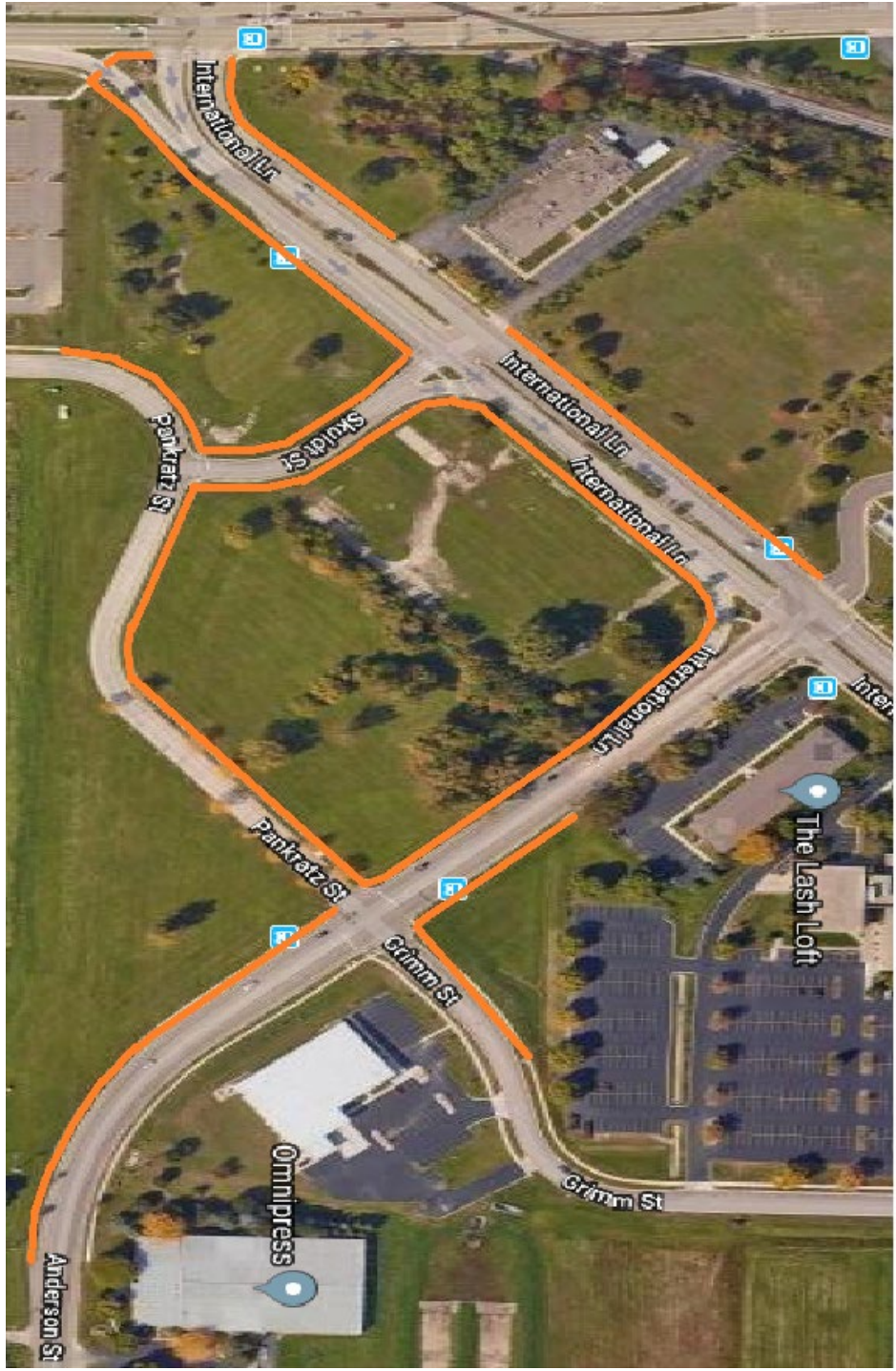
South Section



8 – Misc. Sidewalks

International Lane, Anderson Street, Pankratz Street, Skuldt Street (See Map)

8	Misc. Sidewalks
	Sidewalks - See below and Map. All sidewalks shall be salted.
	Salt Application - Airport will notify Contractor if salt should be applied.
	International Lane from Anderson Street south to Packers Avenue (both sides).
	Anderson Street from International Lane east to end of sidewalk (South side of Anderson Street).
	North corner of Anderson and Grimm Streets
	Pankratz Street from Anderson Street to Ale Asylum parking lot entrance (single sidewalk only).
Skuldt Street between International Lane and Pankratz Street (both sides).	



9 – Wright Street Sidewalk 1439 Wright Street, Madison, WI 53704

9	Wright Street
	Sidewalks - East side of Wright Street, between Straubel Street and Crescent Electric.
	Salt Application - Airport will notify Contractor if salt should be applied.



SCHEDULE B Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables, except to the extent otherwise specified in Schedule A. 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 Schedules A and/or B.

Pricing is inclusive of all labor, delivery costs, and other expenses necessary to provide product in accordance with the specifications and terms and conditions of this Agreement.

FIBER INSTALLATION PRICING TABLE

Line Item	Description	Unit of Measure	CM Larsen	
Taxi Ready Stand/Loading Dock & Rental Sidewalks			Parking/Driveway	Sidewalks
1	0" - 1"	Per Snow Removal	\$ 175.00	-
2	1.1" - 2"	Per Snow Removal	\$ 175.00	-
3	2.1" - 3"	Per Snow Removal	\$ 200.00	-
4	3.1" - 4"	Per Snow Removal	\$ 250.00	-
5	4.1"-6"	Per Snow Removal	\$ 250.00	-
6	6.1"-8"	Per Snow Removal	\$ 250.00	-
7	8.1"-10"	Per Snow Removal	\$ 250.00	-
8	10.1"-12"	Per Snow Removal	\$ 250.00	-
9	12.1"-14"	Per Snow Removal	\$ 250.00	-
10	14.1"-16"	Per Snow Removal	\$ 250.00	-
11	16.1"-18"	Per Snow Removal	\$ 250.00	-
12	18.1"-20"	Per Snow Removal	\$ 250.00	-
13	Application Rate- Per Salt Application	Per Snow Removal	\$ 125.00	-
14	Application Rate- Per Sand Application	Per Snow Removal	\$ 250.00	-
15	Application Rate- Per Salt/Sand Application	Per Snow Removal	\$ 250.00	-
Line Item	Description	Unit of Measure	CM Larsen	
Parking Ramps – East and West (Address: 4000 International Lane, Madison, WI 53704)			Parking/Driveway	Snow Hauling

16	0" - 1"	Per Snow Removal	\$1,250.00	-
17	1.1" - 2"	Per Snow Removal	\$1,500.00	-
18	2.1" - 3"	Per Snow Removal	\$1,750.00	-
19	3.1" - 4"	Per Snow Removal	\$1,750.00	-
20	4.1"-6"	Per Snow Removal	\$1,750.00	-
21	6.1"-8"	Per Snow Removal	\$1,750.00	-
22	8.1"-10"	Per Snow Removal	\$1,750.00	-
23	10.1"-12"	Per Snow Removal	\$1,750.00	-
24	12.1"-14"	Per Snow Removal	\$1,750.00	-
25	14.1"-16"	Per Snow Removal	\$1,750.00	-
26	16.1"-18"	Per Snow Removal	\$1,750.00	-
27	18.1"-20"	Per Snow Removal	\$1,750.00	-
Hauling and Dumping Pricing				
28	Hauling and Dumping	Per Yard	\$10.00	-
Line Item	Description	Unit of Measure	CM Larsen	
Daily Surface Lot (Address: 4000 International Lane, Madison, WI 53704)				
29	0" - 1"	Per Snow Removal	\$850.00	Per Snow Removal
30	1.1" - 2"	Per Snow Removal	\$850.00	Per Snow Removal
31	2.1" - 3"	Per Snow Removal	\$1,000.00	Per Snow Removal
32	3.1" - 4"	Per Snow Removal	\$1,250.00	Per Snow Removal
33	4.1"-6"	Per Snow Removal	\$1,250.00	Per Snow Removal
34	6.1"-8"	Per Snow Removal	\$1,250.00	Per Snow Removal
35	8.1"-10"	Per Snow Removal	\$1,250.00	Per Snow Removal
36	10.1"-12"	Per Snow Removal	\$1,250.00	Per Snow Removal
37	12.1"-14"	Per Snow Removal	\$1,250.00	Per Snow Removal
38	14.1"-16"	Per Snow Removal	\$1,250.00	Per Snow Removal
39	16.1"-18"	Per Snow Removal	\$1,250.00	Per Snow Removal
40	18.1"-20"	Per Snow Removal	\$1,250.00	Per Snow Removal
41	Application Rate- Per Salt Application	Per Snow Removal	\$750.00	Per Snow Removal
42	Application Rate- Per Sand Application	Per Snow Removal	\$1,000.00	Per Snow Removal
43	Application Rate- Per Salt/Sand Application	Per Snow Removal	\$1,000.00	Per Snow Removal
Manager Lot (Address: 4000 International Lane, Madison, WI 53704)				
44	0" - 1"	Per Snow Removal	\$100.00	Per Snow Removal
45	1.1" - 2"	Per Snow Removal	\$100.00	Per Snow Removal
46	2.1" - 3"	Per Snow Removal	\$125.00	Per Snow Removal
47	3.1" - 4"	Per Snow Removal	\$150.00	Per Snow Removal
48	4.1"-6"	Per Snow Removal	\$150.00	Per Snow Removal
49	6.1"-8"	Per Snow Removal	\$150.00	Per Snow Removal
50	8.1"-10"	Per Snow Removal	\$150.00	Per Snow Removal
51	10.1"-12"	Per Snow Removal	\$150.00	Per Snow Removal
52	12.1"-14"	Per Snow Removal	\$150.00	Per Snow Removal
53	14.1"-16"	Per Snow Removal	\$150.00	Per Snow Removal

54	16.1"-18"	Per Snow Removal	\$150.00	Per Snow Removal
55	18.1"-20"	Per Snow Removal	\$150.00	Per Snow Removal
56	Application Rate- Per Salt Application	Per Snow Removal	\$100.00	Per Snow Removal
57	Application Rate- Per Sand Application	Per Snow Removal	\$200.00	Per Snow Removal
58	Application Rate- Per Salt/Sand Application	Per Snow Removal	\$200.00	Per Snow Removal
Economy Lot (Address: 4000 International Lane, Madison, WI 53704)				
59	0" - 1"	Per Snow Removal	\$1,000.00	Per Snow Removal
60	1.1" - 2"	Per Snow Removal	\$1,000.00	Per Snow Removal
61	2.1" - 3"	Per Snow Removal	\$1,250.00	Per Snow Removal
62	3.1" - 4"	Per Snow Removal	\$1,500.00	Per Snow Removal
63	4.1"-6"	Per Snow Removal	\$1,500.00	Per Snow Removal
64	6.1"-8"	Per Snow Removal	\$1,500.00	Per Snow Removal
65	8.1"-10"	Per Snow Removal	\$1,500.00	Per Snow Removal
66	10.1"-12"	Per Snow Removal	\$1,500.00	Per Snow Removal
67	12.1"-14"	Per Snow Removal	\$1,500.00	Per Snow Removal
68	14.1"-16"	Per Snow Removal	\$1,500.00	Per Snow Removal
69	16.1"-18"	Per Snow Removal	\$1,500.00	Per Snow Removal
70	18.1"-20"	Per Snow Removal	\$1,500.00	Per Snow Removal
71	Application Rate- Per Salt Application	Per Snow Removal	\$850.00	Per Snow Removal
72	Application Rate- Per Sand Application	Per Snow Removal	\$1,250.00	Per Snow Removal
73	Application Rate- Per Salt/Sand Application	Per Snow Removal	\$1,250.00	Per Snow Removal
Cell Phone & Employee Lots & Freight Building (Address: 3521-3527 International Lane, Madison, WI 53704)				
74	0" - 1"	Per Snow Removal	\$750.00	Per Snow Removal
75	1.1" - 2"	Per Snow Removal	\$750.00	Per Snow Removal
76	2.1" - 3"	Per Snow Removal	\$850.00	Per Snow Removal
77	3.1" - 4"	Per Snow Removal	\$1,000.00	Per Snow Removal
78	4.1"-6"	Per Snow Removal	\$1,000.00	Per Snow Removal
79	6.1"-8"	Per Snow Removal	\$1,000.00	Per Snow Removal
80	8.1"-10"	Per Snow Removal	\$1,000.00	Per Snow Removal
81	10.1"-12"	Per Snow Removal	\$1,000.00	Per Snow Removal
82	12.1"-14"	Per Snow Removal	\$1,000.00	Per Snow Removal
83	14.1"-16"	Per Snow Removal	\$1,000.00	Per Snow Removal
84	16.1"-18"	Per Snow Removal	\$1,000.00	Per Snow Removal
85	18.1"-20"	Per Snow Removal	\$1,000.00	Per Snow Removal
86	Application Rate- Per Salt Application	Per Snow Removal	\$750.00	Per Snow Removal
87	Application Rate- Per Sand Application	Per Snow Removal	\$1,000.00	Per Snow Removal

88	Application Rate- Per Salt/Sand Application	Per Snow Removal	\$1,000.00	Per Snow Removal
International Lane (Address: 4000 International Lane, Madison, WI 53704)				
89	0" - 1"	Per Snow Removal	\$850.00	Per Snow Removal
90	1.1" - 2"	Per Snow Removal	\$850.00	Per Snow Removal
91	2.1" - 3"	Per Snow Removal	\$1,000.00	Per Snow Removal
92	3.1" - 4"	Per Snow Removal	\$1,000.00	Per Snow Removal
93	4.1"-6"	Per Snow Removal	\$1,000.00	Per Snow Removal
94	6.1"-8"	Per Snow Removal	\$1,000.00	Per Snow Removal
95	8.1"-10"	Per Snow Removal	\$1,000.00	Per Snow Removal
96	10.1"-12"	Per Snow Removal	\$1,000.00	Per Snow Removal
97	12.1"-14"	Per Snow Removal	\$1,000.00	Per Snow Removal
98	14.1"-16"	Per Snow Removal	\$1,000.00	Per Snow Removal
99	16.1"-18"	Per Snow Removal	\$1,000.00	Per Snow Removal
100	18.1"-20"	Per Snow Removal	\$1,000.00	Per Snow Removal
101	Application Rate- Per Salt Application	Per Snow Removal	\$750.00	Per Snow Removal
102	Application Rate- Per Sand Application	Per Snow Removal	\$1,000.00	Per Snow Removal
103	Application Rate- Per Salt/Sand Application	Per Snow Removal	\$1,000.00	Per Snow Removal
Misc. Sidewalks (Address: International Lane, Anderson Street, Pankratz Street, Skuldt Street (See Map))				
104	0" - 1"	Per Snow Removal	\$400.00	Per Snow Removal
105	1.1" - 2"	Per Snow Removal	\$400.00	Per Snow Removal
106	2.1" - 3"	Per Snow Removal	\$500.00	Per Snow Removal
107	3.1" - 4"	Per Snow Removal	\$750.00	Per Snow Removal
108	4.1"-6"	Per Snow Removal	\$750.00	Per Snow Removal
109	6.1"-8"	Per Snow Removal	\$750.00	Per Snow Removal
110	8.1"-10"	Per Snow Removal	\$750.00	Per Snow Removal
111	10.1"-12"	Per Snow Removal	\$750.00	Per Snow Removal
112	12.1"-14"	Per Snow Removal	\$750.00	Per Snow Removal
113	14.1"-16"	Per Snow Removal	\$750.00	Per Snow Removal
114	16.1"-18"	Per Snow Removal	\$750.00	Per Snow Removal
115	18.1"-20"	Per Snow Removal	\$750.00	Per Snow Removal
116	Application Rate- Per Salt Application	Per Snow Removal	\$250.00	Per Snow Removal
117	Application Rate- Per Sand Application	Per Snow Removal	\$500.00	Per Snow Removal
118	Application Rate- Per Salt/Sand Application	Per Snow Removal	\$500.00	Per Snow Removal
Wright Street Sidewalk (Address: 1439 Wright Street, Madison, WI 53704)				
119	0" - 1"	Per Snow Removal	\$150.00	Per Snow Removal
120	1.1" - 2"	Per Snow Removal	\$150.00	Per Snow Removal
121	2.1" - 3"	Per Snow Removal	\$175.00	Per Snow Removal
122	3.1" - 4"	Per Snow Removal	\$200.00	Per Snow Removal

123	4.1"-6"	Per Snow Removal	\$200.00	Per Snow Removal
124	6.1"-8"	Per Snow Removal	\$200.00	Per Snow Removal
125	8.1"-10"	Per Snow Removal	\$200.00	Per Snow Removal
126	10.1"-12"	Per Snow Removal	\$200.00	Per Snow Removal
127	12.1"-14"	Per Snow Removal	\$200.00	Per Snow Removal
128	14.1"-16"	Per Snow Removal	\$200.00	Per Snow Removal
129	16.1"-18"	Per Snow Removal	\$200.00	Per Snow Removal
130	18.1"-20"	Per Snow Removal	\$200.00	Per Snow Removal
131	Application Rate- Per Salt Application	Per Snow Removal	\$100.00	Per Snow Removal
132	Application Rate- Per Sand Application	Per Snow Removal	\$200.00	Per Snow Removal
133	Application Rate- Per Salt/Sand Application	Per Snow Removal	\$200.00	Per Snow Removal
Line Item	Description	Unit of Measure	Unit Cost	Unit of Measure
134	Large Loader (3-5 yard bucket)	Per Hour	\$175.00	Per Hour
135	Medium Loader (1-3 yard bucket)	Per Hour	\$150.00	Per Hour
136	Skid Steer Loader	Per Hour	\$125.00	Per Hour
137	Dump Truck	Per Yard	\$10.00	Per Yard
138	Broom/Sweeper	Per Hour	\$75.00	Per Hour
139	Blowing/Drifting Clean Up	Per Hour	\$125.00	Per Hour
140	Truck and Plow	Per Hour	\$125.00	Per Hour
141	Skid Steer w/ Snow	Per Hour	-	Per Hour
142	Snow Melter	-	-	-
143	Holder/RTV110D	-	-	-
144	Labor/Shoveling	-	-	-
145			-	
Line Item	Description	Unit of Measure	Percentage	Unit of Measure
146	Term 2- 2025-2026	% Increase	2%	% Increase
147	Term 3- 2026-2027	% Increase	2%	% Increase
148	Term 4- 2027-2028	% Increase	2%	% Increase
149	Term 5- 2028-2029	% Increase	2%	% Increase

SCHEDULE C

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Provider") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).