

# Dane County Contract Cover Sheet

Revised 06/2021

Res 020  
Significant

Dept./Division	Airport		
Vendor Name	Manthe Lawn Care LLC	MUNIS #	25221
Brief Contract Title/Description	Agreement to provide grounds maintenance services throughout extensive portions of Airport property.		
Contract Term	4/1/2021 - 10/31/2024		
Contract Amount	\$ 300,549.00		

Contract # Admin will assign	14045
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	Bill LeGore	Name	Kevin Manthe
Phone #	608-246-3389	Phone #	608-846-7001
Email	LEGORE@MSNAIRPORT.COM	Email	KEVIN@MADISONLANDSCAPE.COM
Purchasing Officer			

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

MUNIS Req.	Req #	Org:	Obj:	Proj:
	2021	AIRTERM	31535	
		AIRPRKLT	31535	
		AIRINDUS	31535	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	020
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2021
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL
Dept. Head / Authorized Designee
<i>Kimberly Jones</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/12/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Monday, July 12, 2021 12:45 PM  
**To:** Hicklin, Charles; Krohn, Margaret; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14405  
**Attachments:** 14405.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Krohn, Margaret		Approve: 7/12/2021 1:35 PM
	Patten (Purchasing), Peter		Approve: 7/12/2021 2:05 PM
	Gault, David	Read: 7/12/2021 1:20 PM	Approve: 7/12/2021 1:22 PM
	Lowndes, Daniel	Read: 7/14/2021 9:05 AM	Approve: 7/14/2021 9:06 AM
	Stavn, Stephanie	Read: 7/12/2021 3:29 PM	
	Oby, Joe	Deleted: 7/13/2021 6:45 AM	

Contract #14405

Department: Airport

Vendor: Manthe Lawn Care LLC

Contract Description: Provide Grounds Maintenance Services throughout portions of Airport Property (Res 020)

Contract Term: 4/1/21 – 10/31/24

Contract Amount: \$300,549.00

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

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 in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2021 RES-020

**AUTHORIZING PURCHASE OF SERVICES AGREEMENT WITH MANTHE LAWN CARE, LLC, DBA MADISON LANDSCAPE CONSTRUCTION, FOR GROUNDS MAINTENANCE SERVICES AT THE DANE COUNTY REGIONAL AIRPORT**

Pursuant to a Request for Proposals issued by Dane County, Manthe Lawn Care, LLC, DBA Madison Landscape Construction, was selected to provide grounds maintenance services at the Dane County Regional Airport. Services under the Purchase of Services Agreement for Airport ground maintenance will be provided for four growing seasons, commencing in 2021. The maximum cost for grounds maintenance services to be provided during 2021 is \$ 71,839.41, the maximum payment for work in each subsequent year of the term of the agreement increases by 3%.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute a Purchase of Services Agreement under which Manthe Lawn Care, LLC, DBA Madison Landscape Construction, will provide grounds maintenance services at the Dane County Regional Airport, as set forth above.

# DANE COUNTY CONTRACT # 14405



**Number of Pages :** 22  
**Expiration Date:** 10/31/2024  
**Authority:** Res. # 020, 2021  
**Department:** Airport  
**Maximum Cost:** \$300,549.29  
**Registered Agent:** Kevin Manthe  
4121 County Road V  
DeForest, WI 53532

**THIS AGREEMENT** is made and entered into by and between the County of Dane ("COUNTY") and Manthe Lawn Care, LLC, DBA Madison Landscape Construction ("PROVIDER") and shall be effective as of the date it is fully executed by the authorized representatives of both parties.

## WITNESSETH:

**WHEREAS COUNTY**, whose address is c/o Airport Director, 4000 International Lane, Madison, Wisconsin 53704, desires to purchase from PROVIDER grounds maintenance services to be performed at the Dane County Regional Airport (the "Airport"); and

**WHEREAS PROVIDER**, whose address is 4121 County Road V, DeForest, Wisconsin 53532, 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 on April 1, 2021 and shall expire at midnight on October 31, 2024. Notwithstanding the foregoing, COUNTY may terminate this Agreement by giving PROVIDER written notice of termination, effective as of December 31 of the year the notice is given, provided such notice is delivered to PROVIDER no later than November 30 of any year during the term of this Agreement.

### II. SERVICES

- A. PROVIDER shall provide the grounds maintenance services, including related materials, described in the Scope of Services attached to this Agreement as Schedule A. Said services shall be furnished pursuant to the Schedule of Services set forth in Schedule A, at the locations described in Schedule A and further depicted and highlighted in the attached Exhibits A through E.
- B. Upon the request of COUNTY, PROVIDER shall provide and plant at the Airport trees, shrubs, and grasses of the types described in the attached Schedule B.
- C. 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.

- D. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

**III. ASSIGNMENT/TRANSFER**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY.

**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. PROVIDER's violation of or failure to comply with directives of the Airport Director or any federal, state, or local law, regulation, ordinance or rule.
  - 2. PROVIDER's failure to obtain and maintain licenses or certifications as required by law, regulation, ordinance or rule for the performance of the services called for hereunder.
  - 3. PROVIDER's inability to perform the work called 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**

- A. Charges to COUNTY for PROVIDER's provision of grounds maintenance services as called for during the initial term of this Agreement and any extensions thereof shall not exceed those amounts set forth in the attached Schedule B. The prices set forth in Schedule B for grounds maintenance services include all labor and materials involved in fully providing the grounds maintenance services called for under this Agreement.
- B. Charges to COUNTY for labor and materials related to the on demand provision and planting of trees, shrubs, and grasses during the initial term of this Agreement and any extensions thereof shall not exceed the prices set forth in the attached Schedule B. The prices set forth in Schedule B for on demand planting services include all labor and materials involved in fully providing such planting services.
- C. PROVIDER shall invoice COUNTY for charges related to the provision of ground maintenance services provided hereunder at the end of each month during the initial and any additional seven month term of this Agreement. Each billing related to ground maintenance services shall be for one seventh of the total amount due hereunder for the term in which the services are provided. PROVIDER shall invoice COUNTY for any

charges related to the on demand provision and planting of trees, shrubs or grasses within 30 days of providing such services. COUNTY shall make payment in full to PROVIDER within 30 days of COUNTY's receipt and approval of invoices for services provided under this Agreement.

**VI. REPORTS**

PROVIDER agrees to make such reports as are required by the Director of the Dane County Regional Airport. With respect to such reports it is expressly understood that time is of the essence.

**VII. DELIVERY OF NOTICE**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE AND INDEMNIFICATION**

- A. General Indemnification. PROVIDER is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. PROVIDER shall indemnify, hold harmless and defend the Airport, COUNTY, COUNTY's agents, representatives, appointees and employees from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from (i) any action or omission of PROVIDER, PROVIDER's employees, agents, contractors, suppliers or invitees while on Airport property; or (ii) the exercise of the rights granted herein by PROVIDER, PROVIDER's employees, agents, contractors, suppliers or invitees. PROVIDER's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of COUNTY. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. Environmental Protection and Indemnification. PROVIDER, at its own expense, shall ensure that PROVIDER and PROVIDER's employees, agents, contractors, suppliers or invitees comply with all present and hereafter enacted or amended Environmental Laws affecting PROVIDER's activities on the Airport. As used in this Agreement, "Environmental Laws" means all laws, rules, regulations, regulatory agency guidance provisions and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or reasonably issued by the Airport Director) now in effect or hereafter enacted or issued that deal with the regulation or protection of the environment (including, but not limited to, air, water, soil and subsurface elements), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to health, public welfare, or the environment. PROVIDER shall indemnify, defend and hold COUNTY harmless from and against any and all liability, loss, damage, expense, penalties and costs (including legal fees and all costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work) arising from or related to any proceeding, claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all proceedings, claims or actions brought or asserted by any party or governmental authority of any kind, alleging or arising in connection with (i) contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) alleged or potential violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are brought as a result of any activity or operation of

PROVIDER, PROVIDER's employees, agents, contractors, suppliers or invitees conducted on Airport property or under authority of this Agreement. PROVIDER's obligations and liabilities under this subsection shall continue so long as COUNTY may bear any liability or responsibility under Environmental Laws for any activities conducted by PROVIDER, PROVIDER's employees, agents, contractors, suppliers or invitees on Airport property or under authority of this Agreement. COUNTY's right to indemnification hereunder shall not be in limitation or exclusion of any other rights and remedies provided by law. PROVIDER shall promptly notify COUNTY of any action or condition that is contrary to any provision of this section.

- C. Insurance Requirements. PROVIDER shall, by the commencement date of this lease, obtain Commercial General Liability Insurance, including automobile, property damage, and environmental impairment (pollution) liability endorsements, with coverage of at least \$1,000,000, combined single limits. Notwithstanding the foregoing, PROVIDER may satisfy the coverage requirements set forth herein through separate policies, each providing coverage of at least \$1,000,000, combined single limits. The insurance required hereunder shall be primary and provide coverage for PROVIDER's obligations of indemnity as set forth in subsections A and B above. All insurers providing the insurance required herein shall be authorized to do business in the State of Wisconsin and approved by COUNTY. All policies shall name COUNTY as an additional insured. PROVIDER shall, prior to commencing activities at the Airport, and annually thereafter, provide COUNTY with a certificate or certificates of insurance evidencing the insurance coverage required under this Agreement. Each insurance policy obtained hereunder shall contain a provision that PROVIDER's insurer shall send to COUNTY written notice of cancellation or any material change in said policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the commencement date of this agreement and the certificate of insurance provided therefore shall state that coverage is claims-made and indicate the retroactive date. PROVIDER shall maintain all insurance coverage required hereunder for the duration of this Agreement and for one year following the termination or expiration hereof
- D. Workers' Compensation Insurance. PROVIDER shall maintain Workers Compensation insurance at Wisconsin statutory limits.
- E. Subcontract Work. In the event of any subcontract of work under this Agreement, PROVIDER shall furnish evidence that each subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE**

The making of any payment or acceptance of any labor or materials provided under this Agreement shall not constitute or be construed as a waiver by COUNTY of any breach of the terms of this Agreement or a waiver of any default of PROVIDER. The making of any payment or acceptance of any labor or materials by COUNTY while PROVIDER is in default or breach hereunder shall not impair or prejudice the right of COUNTY to recover damages under all remedies available for such default or breach.

**X. NON-DISCRIMINATION**

PROVIDER shall not in any manner associated with the employment of personnel or the provision of the services called for under this Agreement 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, conviction record, political beliefs, or military participation including membership in the national guard or any other reserve component of federal or state military forces. PROVIDER shall comply with all requirements imposed by or pursuant to Title 49 Code of Federal Regulations Part 21 and the Americans with Disabilities Act, as said regulations may be amended. PROVIDER shall post in conspicuous places, available to PROVIDER's employees and applicants for employment, notices setting forth the provisions of

this Agreement as it relates to affirmative action and non-discrimination. The exceptions and special cases relating to discrimination enumerated in sections 111.33 through 111.365 of the Wisconsin Statutes shall be applicable to the provisions of this section

**XI. CIVIL RIGHTS COMPLIANCE**

- A. If PROVIDER has 20 or more employees and is being paid \$20,000 or more per calendar year through contracts with COUNTY, PROVIDER shall submit to COUNTY a current Civil Rights Compliance (CRC) Plan meeting the requirements 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 the Americans with Disabilities Act 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, and shall provide COUNTY with a copy of its discrimination complaint form. Failure to provide the submittals required under this subsection within ten days of the effective date of this Agreement shall be a material breach and grounds for termination of the Agreement. If a plan required under this subsection has been received and approved by COUNTY during the year prior to the effective date of this Agreement, submission of an update for such plan shall be sufficient hereunder. If PROVIDER has less than 20 employees, but is being paid \$20,000 or more per calendar year through contracts with COUNTY, it may be required by COUNTY to submit a CRC Action Plan to correct any problems discovered as the result of complaint investigation or CRC monitoring. If PROVIDER submits a CRC or AA Plan to the Wisconsin Department of Workforce Development, or a division thereof, or to the Wisconsin Department of Health and Family Services, or a division thereof, that is applicable to the services provided under this Agreement, a verification of acceptance by the State of the plan(s) is sufficient to satisfy the plan submission requirements under this subsection.
- B. PROVIDER shall comply with COUNTY's civil rights policies and procedures, including those applicable to civil rights monitoring and the examination of records and files maintained by PROVIDER that may relate to affirmative action and non-discrimination. PROVIDER shall cooperate with COUNTY in developing, implementing and monitoring corrective action in the event PROVIDER is not in compliance with COUNTY's civil rights policies and procedures. Sections 19.50 through 19.72 of the Dane County Code of Ordinances are incorporated into this Agreement as if fully set forth herein.
- C. PROVIDER shall post its discrimination complaint procedure and the name of its Equal Opportunity Coordinator in conspicuous places available to its employees, recipients of its services, and applicants for employment. The complaint process shall be in compliance with COUNTY's policies and procedures and made available in languages and formats understandable to PROVIDER's clients, customers and employees.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

**XII. PROVISIONS REQUIRED BY FEDERAL LAW**

- A. General Civil Rights Provisions. Provider shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds PROVIDER and any subtier contractors from the contract solicitation period through the termination of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- B. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, PROVIDER, its assignees, and successors in interest (in this Section XII collectively referred to as PROVIDER) agrees as follows:

1. Compliance with Regulations: PROVIDER will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, attached hereto as Exhibit F and fully incorporated herein, as they may be amended from time to time.
2. Non-discrimination: PROVIDER, with regard to the work performed by it under the terms of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including those involved in the procurement of materials, consulting, and the leasing of equipment. PROVIDER will not participate directly or indirectly in discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in attached Exhibit F, including employment practices when the Agreement 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 PROVIDER for work authorized under this Agreement to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by PROVIDER of the obligations of PROVIDER and its subcontractors under this Agreement and the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit F.
4. Information and Reports: PROVIDER will provide all information and reports required by the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit F, including all regulations, instructions and directives adopted or 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 regulations, instructions and directives adopted or issued pursuant thereto. Where any information required of PROVIDER is in the exclusive possession of another who fails or refuses to furnish the information, 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 PROVIDER fails to comply with the non-discrimination provisions of this Agreement, 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 PROVIDER until PROVIDER is in compliance; and
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. Incorporation of These Provisions: PROVIDER will include the provisions of this paragraph and the preceding paragraphs (1) through (5) in every subcontract under this Agreement, including subcontracts for the procurements of materials and leases of equipment, unless exempt under the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit F and the regulations, instructions and directives adopted or issued pursuant thereto. PROVIDER will take action with respect to any subcontract, lease 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 PROVIDER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, PROVIDER may request COUNTY to enter into any litigation to protect the interests of COUNTY. In addition, 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 does, 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
  
- E. Requirements of 29 CFR Part 1910. This Agreement does, 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.

### **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."

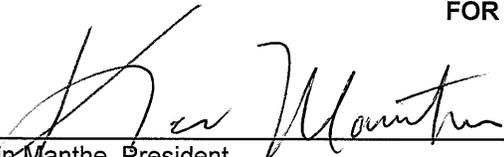
### **XIV. MISCELLANEOUS**

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
  
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts and Copies. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Agreement shall have the same effect for all purposes as an original.

**IN WITNESS WHEREOF** COUNTY and PROVIDER, by their authorized agents, have caused this Agreement to be executed on the dates indicated below.

**FOR PROVIDER:**

  
 \_\_\_\_\_  
 Kevin Manthe, President

4/27/2021  
 \_\_\_\_\_  
 Date Signed

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
 Joseph T. Parisi, Dane County Executive

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Scott McDonell, Dane County Clerk

\_\_\_\_\_  
 Date Signed

# SCHEDULE A

## Scope of Services

### A. General Service Requirements.

1. The term "maintenance" in this instrument shall mean all work of gardening, landscaping, exterior grounds upkeep and work of horticultural nature.
2. 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.
3. Provider shall furnish all necessary labor, equipment, tools, and permits as herein noted, transportation, insurance and all necessary supervision to completely maintain all of the above property in accordance with accepted horticulturist standards as per specifications. All tools, equipment and supplies shall meet all applicable local, State and Federal Standards. Upon request, the successful Provider shall submit a written list of all supplies with attached Material Safety Data Sheets (MSDS) intended for use in the facility.
4. 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. All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices.
5. Provider shall immediately report any damage to the County's equipment or to property and shall be held responsible for the restitution of any said damage if caused by its neglect or incompetence.
6. Cost for repairs or replacement of County's property resulting from damage by other than the Provider shall be the responsibility of the County.
7. If damage should occur to the County's property for which the Provider is deemed responsible, the Provider shall be notified and given the opportunity to repair said damage before County makes other arrangements.
8. Provider shall be responsible for maintaining a high level of safety in equipment and work conditions.
9. Provider shall deliver the frequency and quantity of services as outlined in the maintenance schedule attached. Frequencies are chosen based on seasonal averages. Additional or less frequency mowing may be required depending upon growing conditions.
10. Provider shall reseed damaged lawn areas.

### B. Technical Requirements.

1. Annual Flowers: Provide annual flowering plants to areas specified by Airport. Annual flowers shall be fresh young plants, insect and disease free, and without blooms or in bud with sparse blooms. Plants shall have a healthy, vigorous, bushy, compact appearance with quality green leaf color and well-developed, uncrowded root systems. Plants shall be planted in landscape sections in matched form.
2. Bed Area Chemical Weed Control: Application of herbicide to weed growth in beds.
3. Debris Pick Up - Turf Landscaped Areas: Patrolling and picking up trash and debris from lawn and landscaped bed areas on the property prior to mowing.

**SCHEDULE A**  
**CONTINUED**

4. Debris Pick Up – Clippings, Weeds, Pruning, Etc.: All debris such as clippings, weeds, pruning waste, etc. shall be removed by the provider on the same day that such items accumulate.
5. Edging: Mechanical or power edging of the bed areas (shrub, flower, and ground cover) to achieve a 3" deep, hand-trimmed, defined bed edge.
6. Lawn Fertilization: Fertilizing of the designated lawn areas utilizing professional grade 27-5-10, 50% Slow Release product. With sulfur and micro-nutrients at the rate of 4 lbs. per 1000 square feet, (1 lb. of actual nitrogen per 1000 square feet).
7. Lawn Herbicide - Spot Application: Labor, equipment, and material involved in the application of a broadleaf lawn herbicide (2,4-d/mcopp combination in an amine salt solution) to localized lawn areas to maintain a consistent weed-free appearance of the turf.
8. Mowing and Mulching Clippings: Scheduled mowing of the lawn areas, cleaning up of any clipping dispersed on paved areas, and mulching clippings. Turf areas will be mowed at a height consistent with growth habitat of the grass variety. Mowing shall be done when the grass blade reaches a height of no more than one-third greater than the routine mowing height. All mowing equipment shall be maintained to provide the sharpest and cleanest cut to the individual grass blades. In addition to mowing the turf areas, trimming of obstacles and grass edges is performed.
9. Mulch: Tree, Shrub and Perennial Plantings: one-year-old, well rotted, shredded hardwood bark mulch not larger than 4" in length and ½" in width, free of woodchips and sawdust. Annual Plantings: mix of 25% cocoa bean hull mulch with 75% well composted manure.
10. Power Edging: Power edging of the sidewalk and curb with vacuuming and cleaning as scheduled.
11. Raking: Hand rake leaves and debris from the designated lawn areas with spring and fall clean-ups.
12. Removing Leaves and Debris: Cleaning leaves and debris from roads and parking lots; shrubs, flower beds, ground cover, and open bed areas on the property as designated with spring and fall clean-ups.
13. Shrubbery Trimming and Shaping: Exterior trimming and shaping of the evergreen and deciduous shrubbery on the property removing approximately 1/3 -1/2 of the new growth to allow for plant maturation while maintaining a fullness in appearance including cleanup of trimmings as scheduled.
14. Site Inspection and Horticulturist: Comprehensive site review by experienced horticulturist for the purpose of developing written notes regarding the condition of the planting and property.
15. Water: Supplied by Provider. Hoses and sprinklers supplied by Provider.
16. Weeding: Weeding of beds, planted and open areas to maintain a weed-free appearance.

**SCHEDULE A**  
**CONTINUED**

**C. Service Areas.**

1. Airpark
  - a. International Lane – Refer to diagrams in Exhibits C and D.
    - 1)
    - 2)
    - 3) Traffic islands on International Lane from Packers Avenue intersection north to Darwin Road intersection: Perennial beds, including ornamental grasses and shrubs; turf mowing and trimming; ornamental tree pruning.
    - 4) Parkways (between sidewalk and road; if no sidewalk, eight (8) feet from curb) on both sides of International from Packers Avenue intersection to Anderson Street: Turf mowing and trimming.
  - b. Anderson Street – Exhibit D.
    - 1) Parkways in front of vacant parcels on both sides of Anderson Street from International to the termination of the sidewalk east of Pankratz Street (south side); and to Grimm Street (north side): Turf mowing and trimming.
  - c. Pankratz and Skuldt Streets – Exhibit D.
    - 1) Parkways in front of vacant parcels on both sides of Pankratz Street from Anderson to 2002 Pankratz (Ale Asylum), and both sides of Skuldt Street: Turf mowing and trimming.
  - d. 1439 Wright Street – Exhibit E.
    - 1) All grounds at 1439 Wright St. (southeast corner of the intersection of Wright Street and Straubel Street: Turf mowing and trimming; shrub trimming; tree trimming.
2. Parking Lots – Exhibits A and B.
  - a. Traffic islands on International Lane north of Darwin Road intersection: Perennial beds, including ornamental grasses and shrubs; mowed border around prairie landscape areas; ornamental tree pruning.
  - b. Parkways east and west of International Lane north of Darwin Road: Turf mowing and trimming; mulching around trees; mowed border around prairie landscape areas.
  - c. Surface Parking Lot, including parking lot entrance and exit plaza terraces associated with the public parking lot; the rental car surface parking lot north of the parking ramps; and an eight (8) ft. mowed border around the “outer” loop of International Lane: Bed maintenance, including ornamental grasses and shrubs; mowing and trimming; tree mulching; mowed border around prairie landscape areas.
  - d. Parking Ramps: Turf mowing and trimming; shrub trimming; ornamental tree pruning; perennial beds, including ornamental grasses and shrubs.

**SCHEDULE A**  
**CONTINUED**

- e. Economy Lot, including entrance and exit plaza terraces, parking lot islands, and each side of fencing along west edge of lot: Turf mowing and trimming around lot; weed control on parking islands; perennial bed west of warming house, including ornamental grasses and shrubs; mulching around trees.
  - f. Employee and Cell Phone Lot, including all areas surrounding these lots: Turf mowing and trimming around lot; weed control on parking islands.
  - g. South Managers' Lot: Turf mowing and trimming; bed maintenance, including ornamental grasses and shrubs.
3. Terminal Building – Exhibit A.
- a. Beds along south, west and north faces of terminal building, including raised planters next to windows: Bed maintenance, including ornamental grasses and shrubs. Irrigation system is installed in these areas.
  - b. Courtyard south of terminal including, wooden arbor: Turf mowing, trimming; turf fertilization and weed control; perennial beds, including ornamental grasses and shrubs; training and maintenance of vines on arbor structure, as required. Irrigation system is installed in these areas.
  - c. Round planters at terminal building entrance vestibules: Provide and maintain annuals. Irrigation system is installed in these areas.
  - d. Berm north of terminal, between terminal and FAA Control Tower: Turf mowing and trimming.
  - e. Other miscellaneous turf areas in terminal building area: Turf mowing and trimming.

<b>SCHEDULE OF SERVICES</b>		Schedule A Continued						
DUTIES	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	
Site Inspection	Once	Once	Once	Once	Once	Once	Once	Once
Debris Removal (all areas)	Once	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Post-Winter Turf Repair (rut repair, reseeding, mulching)		Once as req'd						
Turf Mowing		As Req'd	As Req'd	As Req'd	As Req'd	As Req'd	As Req'd	As Req'd
Routine Edging	Once	At Mowing	At Mowing	At Mowing	At Mowing	At Mowing	At Mowing	At Mowing
Herbicide Treatment (Turf Areas)	Once		Once			Once		
Herbicide Treatment (Beds)	Once	As req'd	As req'd	As req'd	As req'd	As req'd	As req'd	As req'd
Bed Area Annuals (Terminal Planters)	Perform spring cleanup	Prepare beds; plant annuals	Dead head annuals	Dead head annuals	Dead head annuals			Remove annuals
Watering (Annuals)		As req'd	As req'd	As req'd	As req'd	As req'd		
Mulching	Mulch trees, beds							Add mulch to depth
Ornamental Trees	Prune							Prune
Ornamental Shrubs	Spring cleanup			Prune				Cut back and winterize (mulch as req'd)
Ornamental Grasses	Spring cleanup, cut back					Divide & transplant as necessary		
Perennials	Spring cleanup		Dead head	Dead head	Dead head			Cut back
Weed Removal In Planting Areas	Once	As req'd	As req'd	As req'd	As req'd	As req'd	As req'd	As req'd
<b>EXACT DATES ARE VARIABLE WITH WEATHER CONDITIONS</b>								

## SCHEDULE B Pricing Structure and Payment

### ANNUAL PRICE INCREASE UPON EXTENSION

Term	Year	Cost
1	2021	\$ 71,839.41
2	2022	\$ 73,994.59
3	2023	\$ 76,214.43
4	2024	\$ 78,500.86
<b>4 Term Total</b>		<b>\$ 300,549.29</b>

### ON DEMAND PRICING OF ADDITIONAL PLANTINGS

The Airport may purchase additional plants on an as needed basis.  
All pricing shall include delivery and installation of the plants specified below:

Deciduous Trees, 3" caliper width min.:		
1.	Armstrong Maple	\$ 460
2.	Japanese Maple	\$ 402
3.	Autumn Blaze Maple	\$ 562
4.	Freeman Maple	\$ 562
5.	Prairie Fire Crabapple	\$ 316
6.	Pagoda Dogwood	\$ 302
7.	Snowdrift Crabapple	\$ 324
8.	Ginkgo Biloba	\$ 642
9.	Autumn Brilliance Serviceberry	\$ 462
Coniferous Trees, 6 ft. high min.:		
10.	Black Hill Spruce	\$ 468
11.	Colorado Blue Spruce	\$ 460
12.	Skyrocket Juniper	\$ 392
13.	Austrian Pine	\$ 389
14.	Arbor Vitae	\$ 315
Shrubs		
16.	Carefree Rose	\$ 36
17.	Going Bananas Daylily	\$ 21
18.	Blueberry Daylily	\$ 21
19.	Stella D'Oro Daylily	\$ 18
20.	Pardon Me Daylily	\$ 18
21.	Magnus Coneflower	\$ 18
22.	Black-Eyed Susan	\$ 18
23.	Tor Birchleaf Spirea	\$ 36
<b>SCHEDULE B CONTINUED</b>		

24.	Barberry Spirea	\$ 36
25.	Gold Star Potentilla	\$ 36
<b>Grasses</b>		
26.	Karl Foerster	\$ 24
27.	Maiden Grass	\$ 24
28.	Little Bluestem	\$ 24
29.	Tufted Hair Grass	\$ 24

<b>Future Pricing On-Demand Plants Only</b>	
<b>Lease Year</b>	<b>% Increase</b>
2 (2022)	2 %
3 (2023)	2 %
4 (2024)	2 %

# Exhibit A

Service Locations



# Exhibit B

## Service Locations



# Exhibit C

Service Locations



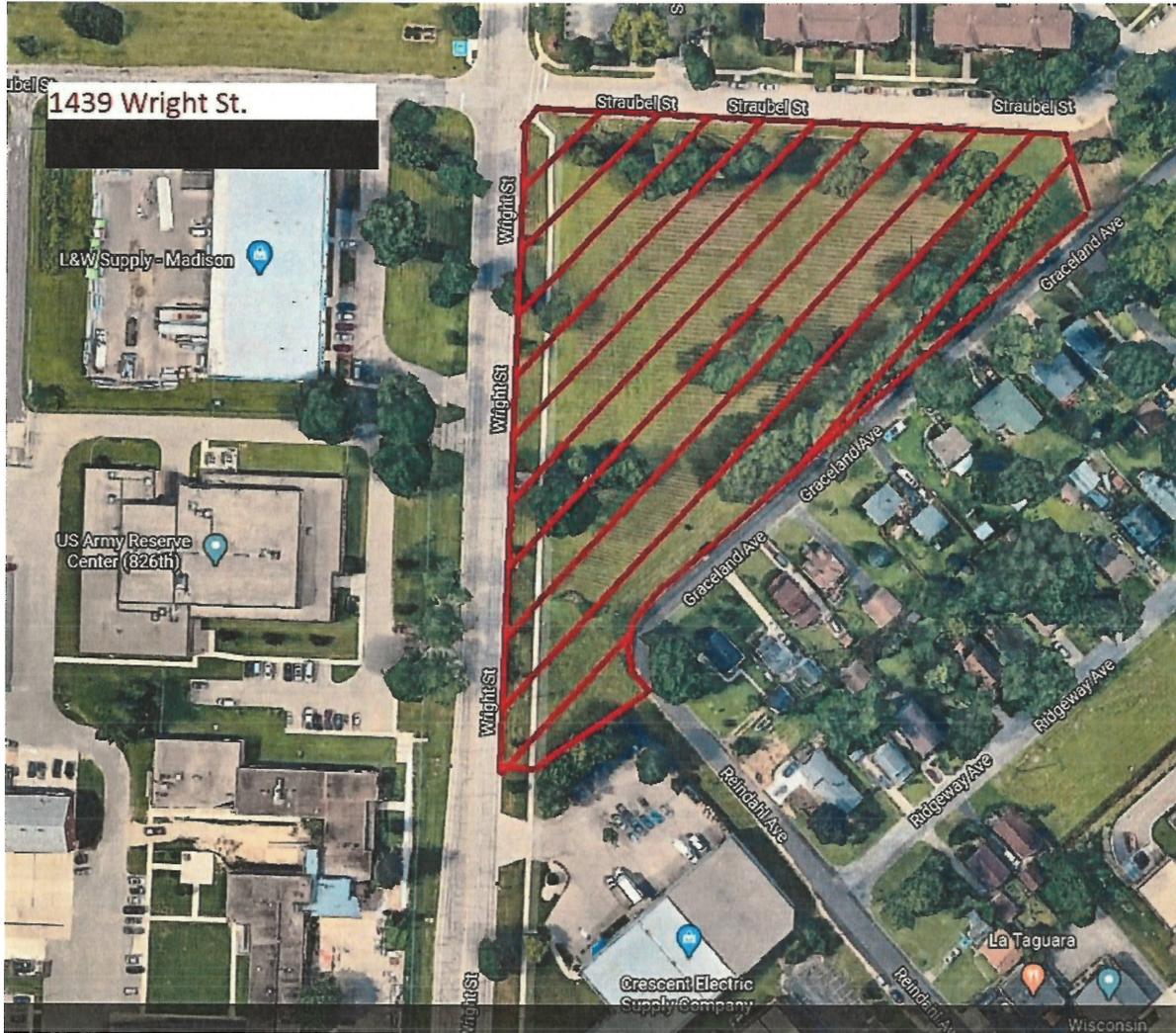
# Exhibit D

## Service Locations



# Exhibit E

## Service Locations



# EXHIBIT F

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

Purchase of Services Agreement for Airport Marketing and Advertising  
Dane County and Affirm Agency LLC

During the performance of this Agreement, Provider, its assignees, and successors in interest shall comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209) (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 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 (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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38);
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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); and
- Title IX of the Education Amendments of 1972, as amended (prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)).
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance (establishing that national origin discrimination includes discrimination because of limited English proficiency). To ensure compliance with Title VI, reasonable steps must be taken to ensure that persons with limited English proficiency have meaningful access to covered programs (70 Fed. Reg. at 74087 to 74100);