

DANE COUNTY CONTRACT # _____



Department: Dane County Regional Airport
Manthe Lawn Care LLC d/b/a

Provider: Madison Landscape
Construction

Expiration Date: December 31, 2029

Maximum Cost: \$849,727 plus usage-based
unit costs

Registered Agent (if applicable): Kevin Manthe

Registered Agent Address: 4121 County Road V
DeForest, Wisconsin 53532

THIS AGREEMENT is between the County of Dane, a Wisconsin quasi-municipal corporation ("COUNTY"), and Manthe Lawn Care LLC d/b/a Madison Landscape Construction, a Wisconsin limited liability company ("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 grounds maintenance services at the Dane County Regional Airport ("Airport"); and
2. PROVIDER, whose address is Post Office Box 625, DeForest, Wisconsin 53532, is able and willing to provide such services.

ACCORDINGLY, COUNTY and PROVIDER agree as follows:

I. TERM:

This Agreement begins April 1, 2025 and ends on December 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 December 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.

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:



Kevin Manthe
President

2-26-25
Date

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Work

General Service Requirements

- A. The term “maintenance” means all work of gardening, landscaping, exterior grounds upkeep and work of horticultural nature.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Cost for repairs or replacement of County’s property resulting from damage by other than the Provider shall be the responsibility of the County.
- G. 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.
- H. Provider shall be responsible for maintaining a high level of safety in equipment and work conditions.
- I. Provider shall deliver the frequency and quantity of services as outlined in the maintenance scheduled attached. Frequencies are chosen based on seasonal averages. Additional or less frequency mowing may be required depending upon growing conditions.
- J. Provider shall reseed damaged lawn areas.

Technical Requirements

A. Annual Flowers

- 1. Provide annual flowering plants to areas specified by Airport.
- 2. Annual flowers shall be fresh young plants, insect and disease free and without blooms or in bud with sparse blooms.
- 3. Plants shall have a healthy, vigorous, bushy, compact appearance with quality green leaf color and well-developed, uncrowded root systems.
- 4. Plants shall be planted in landscape sections in matched form.

B. Bed Area Chemical Weed Control

- 1. Application of herbicide to weed growth in beds.

C. Debris Pick Up - Turf Landscaped Areas

1. Patrolling and picking up trash and debris from lawn and landscaped bed areas on the property prior to mowing.

D. Debris Pick Up – Clippings, Weeds, Pruning, Etc.

1. All debris such as clippings, weeds, pruning waste, etc. shall be removed by the provider on the same day that such items accumulate.

E. Edging

1. Mechanical or power edging of the bed areas (shrub, flower, and ground cover) to achieve a 3" deep, hand-trimmed, defined bed edge.

F. Lawn Fertilization

1. 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).

G. Lawn Herbicide - Spot Application

1. Labor, equipment, and material involved in the application of a broadleaf lawn herbicide (2,4-d/mcpp combination in an amine salt solution) to localized lawn areas to maintain a consistent weed-free appearance of the turf.

H. Mowing and Mulching Clippings

1. Scheduled mowing of the lawn areas, cleaning up of any clipping dispersed on paved areas, and mulching clippings.
2. Turf areas will be mowed at a high consistent with growth habitat of the grass variety.
3. Mowing shall be done when the grass blade reaches a height of no more than one-third greater than the routine mowing height.
4. 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.

I. Mulch

1. 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.
2. Annual Plantings: mix of 25% cocoa bean hull mulch with 75% well composted manure.

J. Power Edging

1. Power edging of the sidewalk and curb with vacuuming and cleaning as scheduled.

K. Raking

1. Hand rake leaves and debris from the designated lawn areas with spring and fall clean-ups.

L. Removing Leaves and Debris

1. 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.

M. Shrubbery Trimming and Shaping

1. 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 clean-up of trimmings as scheduled.

N. Site Inspection and Horticulturist

1. Comprehensive site review by experienced horticulturist for the purpose of developing written notes regarding the condition of the planting and property.

O. Water

1. Supplied by Provider.
2. Hoses and sprinklers supplied by Provider.

P. Weeding

1. Weeding of beds, planted and open areas to maintain a weed-free appearance.

Scope of Services

A. Airpark

1. International Lane

1. Traffic islands on International Lane from Packers Avenue intersection north to Darwin Road intersection:
 1. Perennial beds, including ornamental grasses and shrubs
 2. Turf mowing and trimming
 3. Ornamental tree pruning
2. 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:
 1. Turf mowing and trimming

2. Anderson Street

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):
 1. Turf mowing and trimming
 2. Locations of vacant parcels shall be identified by Airport during pre-bid vendor meeting.

3. Pankratz and Skuldt Streets

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:
 1. Turf mowing and trimming

4. 1439 Wright Street

1. All grounds surrounding two buildings at 1439 Wright St.:
 1. Turf mowing and trimming
 2. Shrub trimming
 3. Tree trimming

B. Parking Lots

1. Traffic islands on International Lane north of Darwin Road intersection:

1. Perennial beds, including ornamental grasses and shrubs
2. Mowed border around prairie landscape areas
3. Ornamental tree pruning

2. **Parkways east and west of International Lane north of Darwin Road:**
 1. Turf mowing and trimming
 2. Mulching around trees
 3. Mowed border around prairie landscape areas
3. **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:**
 1. Bed maintenance, including ornamental grasses and shrubs
 2. Mowing and trimming
 3. Tree mulching
 4. Mowed border around prairie landscape areas
4. **Parking Ramps:**
 1. Turf mowing and trimming
 2. Shrub trimming
 3. Ornamental tree pruning
 4. Perennial beds, including ornamental grasses and shrubs
5. **Economy Lot, including entrance and exit plaza terraces, parking lot islands, and each side of fencing along west edge of lot:**
 1. Turf mowing and trimming around lot
 2. Weed control on parking islands
 3. Perennial bed west of warming house, including ornamental grasses and shrubs
 4. Mulching around trees
6. **Employee and Cell Phone Lot, including all areas surrounding these lots:**
 1. Turf mowing and trimming around lot
 2. Weed control on parking islands
7. **South Managers’ Lot:**
 1. Turf mowing and trimming
 2. Bed maintenance, including ornamental grasses and shrubs
- C. **Terminal Building**
 1. **Beds along south, west and north faces of terminal building, including raised planters next to windows:**
 1. Bed maintenance, including ornamental grasses and shrubs
 2. Irrigation system is installed in these areas
 2. **Courtyard south of terminal including, wooden arbor:**
 1. Turf mowing, trimming
 2. Turf fertilization and weed control
 3. Perennial beds, including ornamental grasses and shrubs
 4. Training and maintenance of vines on arbor structure, as required
 5. Irrigation system is installed in these areas
 3. **Round planters at terminal building entrance vestibules:**
 1. Provide and maintain annuals
 2. Irrigation system is installed in these areas.
 4. **Berm north of terminal, between terminal and FAA Control Tower:**
 1. Turf mowing and trimming
 5. **Other miscellaneous turf areas in terminal building area:**
 1. Turf mowing and trimming

SCHEDULE A ATTACHMENTS

Attachment A – Service Schedule

Attachment B – Site Maps

Grounds Maintenance- Dane County Regional Airport
Attachment A- Grounds Maintenance Service Schedule
RFP 2024-RFP-064-PR

GROUNDS MAINTENANCE SERVICE SCHEDULE

DUTIES	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
Site Inspection	Once	Once	Once	Once	Once	Once	Once
Debris Removal (all areas)	Once	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Post-Winter Turf Repair (rut repair, reseeding, mulching)		Once as req'd					
Turf Mowing		As Required	As Required	As Required	As Required	As Required	As Required
Routine String Trimming	Once	At Mowing	At Mowing	At Mowing	At Mowing	At Mowing	At Mowing
Herbicide/Fertilizer Treatments (Turf Areas)	Once		Once			Once	
Herbicide Treatment (Beds)	Once	As Required	As Required	As Required	As Required	As Required	As Required
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 Required	As Required	As Required	As Required	As Required	
Mulching	Refresh 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 Required	As Required	As Required	As Required	As Required	As Required

EXACT DATES ARE VARIABLE WITH WEATHER CONDITIONS

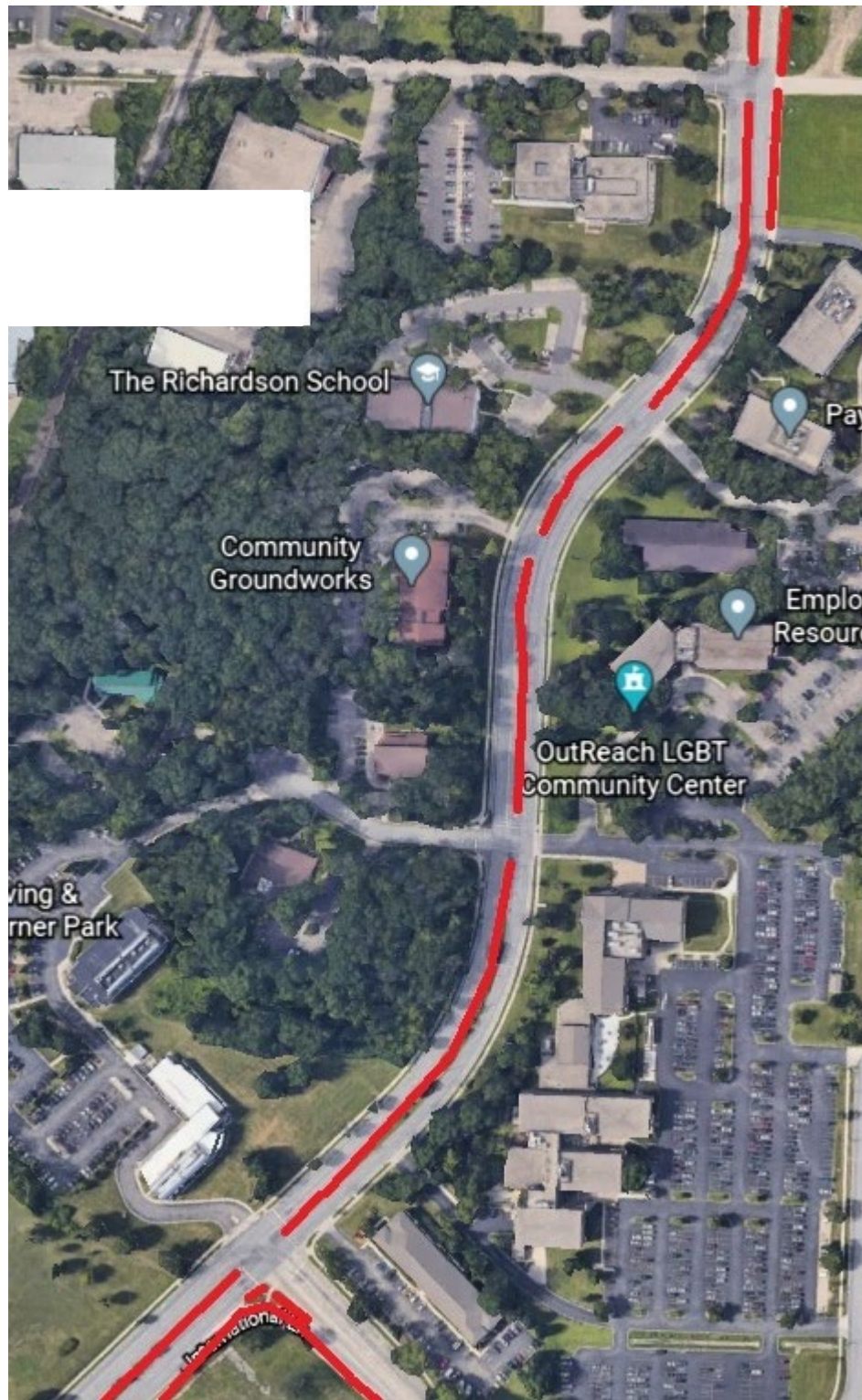
Terminal Building and Parking Areas



Parking Lots and International Lane



International Lane



**Airpark Areas:
International Lane, Anderson Street, Pankratz Street, and Skuldt Street**



1439 Wright Street



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.

Line	Description	Estimated Quantity	UOM	Unit Cost	Total
1	Site Inspections	7	Per Occurrence	\$0.00	\$0.00
2	Debris Removal (all areas)	27	Per Occurrence	\$0.00	\$0.00
3	Post-Winter Turf Repair (rut repair, reseeding, mulching)	1	Per Occurrence	\$0.00	\$0.00
4	Turf Mowing	27	Per Occurrence	\$3,000.00	\$81,000.00
5	Routine String Trimming	27	Per Occurrence	\$0.00	\$0.00
6	Herbicide/Fertilizer Treatment (Turf Areas)	3	Per Occurrence	\$3,500.00	\$10,500.00
7	Herbicide Treatment (Beds)	7	Per Occurrence	\$2,315.00	\$16,205.00
8	Bed Area Annuals (Terminal Planters)- perform spring cleanup	1	Per Occurrence	\$0.00	\$0.00
9	Bed Area Annuals (Terminal Planters)- prepare beds and plant annuals	1	Per Occurrence	\$2,590.00	\$2,590.00
10	Bed Area Annuals (Terminal Planters)- dead head annuals	1	Per Occurrence	\$85.00	\$85.00

11	Bed Area Annuals (Terminal Planters)- remove annuals	1	Per Occurrence	\$250.00	\$250.00
12	Watering (Annuals)	27	Per Occurrence	\$0.00	\$0.00
13	Mulching- Refresh mulch for trees and beds	1	Per Occurrence	\$15,000.00	\$15,000.00
14	Mulching- Add mulch to depth	1	Per Occurrence	\$0.00	\$0.00
15	Ornamental Trees- Prune	2	Per Occurrence	\$4,800.00	\$9,600.00
16	Ornamental Shrubs- Spring cleanup	1	Per Occurrence	\$0.00	\$0.00
17	Ornamental Shrubs- Prune	1	Per Occurrence	\$0.00	\$0.00
18	Ornamental Shrubs- Cut back and winterize (mulch as required)	1	Per Occurrence	\$0.00	\$0.00
19	Ornamental Grasses- Spring cleanup and cut back	1	Per Occurrence	\$3,000.00	\$3,000.00
20	Ornamental Grasses- Divide and transplant as necessary	1	Per Occurrence	\$0.00	\$0.00
21	Perennials- Spring cleanup	1	Per Occurrence	\$0.00	\$0.00
22	Perennials- Dead head	13	Per Occurrence	\$150.00	\$1,950.00
23	Perennials- Cut back	1	Per Occurrence	\$4,000.00	\$4,000.00
24	Weed Removal in Planting Areas	27	Per Occurrence	\$600.00	\$16,200.00
				Total (not to exceed):	\$160,380.00

Future Pricing for Grounds Maintenance Services				
Line Item	Description		UOM	Percentage
25	Term 2- 2026		% per term	3%
26	Term 3- 2027		% per term	3%
27	Term 4- 2028		% per term	3%
28	Term 5- 2029		% per term	2%
		Term 1		\$ 160,380.00
		Term 2	3%	\$ 165,191.40
		Term 3	3%	\$ 170,147.14
		Term 4	3%	\$ 175,251.56
		Term 5	2%	\$ 178,756.59
		Total 5 Years (not to exceed):		\$ 849,726.69

On Demand Pricing				
Line Item	Description	UOM	Unit Cost	
Deciduous Trees, 3" caliper width min.:				
29	Armstrong Maple	EA	\$762.00	
30	Japanese Maple	EA	\$762.00	
31	Autumn Blaze Maple	EA	\$762.00	
32	Freeman Maple	EA	\$760.00	
33	Prairie Fire Crabapple	EA	\$453.00	
34	Pagoda Dogwood	EA	\$568.50	
35	Snowdrift Crabapple	EA	\$710.00	

36	Ginkgo Biloba	EA	\$710.00	
37	Autumn Brilliance Serviceberry	EA	\$346.00	
Coniferous Trees, 6 ft. high min.				
38	Black Hill Spruce	EA	\$516.00	
39	Colorado Blue Spruce	EA	\$510.00	
40	Skyrocket Juniper	EA	\$465.00	
41	Austrian Pine	EA	\$458.00	
42	Arbor Vitae	EA	\$415.50	
Shrubs				
43	Carefree Rose	EA	\$55.50	
44	Going Bananas Daylily	EA	\$30.75	
45	Blueberry Daylily	EA	\$28.90	
46	Stella D'Oro Daylily	EA	\$28.90	
47	Pardon Me Daylily	EA	\$30.00	
48	Magnus Coneflower	EA	\$29.00	
49	Black-Eyed Susan	EA	\$27.00	
50	Tor Birchleaf Spirea	EA	\$58.00	
51	Barberry Spirea	EA	\$58.00	
52	Gold Star Potentilla	EA	\$49.00	
Grasses				
53	Karl Foerster	EA	\$28.00	
54	Maiden Grass	EA	\$31.00	
55	Little Bluestem	EA	\$31.00	
56	Tufted Hair Grass	EA	\$31.00	

Future Pricing for On-Demand Plants Only			Madison Landscape Construction	
Line Item	Description	Unit of Measure	UOM	Percentage
57	Term 2- 2026	% per term	% per term	4%
58	Term 3- 2027	% per term	% per term	4%
59	Term 4- 2028	% per term	% per term	4%
60	Term 5- 2029	% per term	% per term	4%

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.*).