

**SAUK COUNTY
AGREEMENT FOR PARKING AND LAND ACQUISITION STUDY FOR
WHITE MOUND COUNTY PARK**

This Agreement for a Parking and Land Acquisition Study for White Mound County Park, which the Land Resources and Environment Department – Parks and Recreation Service area (“Agreement”) is entering into on behalf of the County of Sauk, Wisconsin, a Wisconsin quasi-municipal corporation and Graef-USA, a private business (“Contractor”).

WHEREAS, Sauk County wishes to undertake a Parking and Land Acquisition Study for White Mound County Park, which will assist in determining proposed recreational amenities within the White Mound Master Plan.

WHEREAS, Sauk County advertised for a Request for Proposal on August 25, 2021 and three (3) proposals were received by the deadline established on September 15, 2021 at 2:00 p.m.

WHEREAS, an evaluation of the proposals was conducted by appropriate Land Resources and Environment staff against the criteria specified in the RFP.

WHEREAS, Graef-USA was selected and approved by the Sauk County Board of Supervisors on October 19, 2021.

NOW THEREFORE, this Agreement is made today, October 22nd, 2021 by and between Sauk County and Graef-USA, which agree as follows:

1. TERM. The term of this Agreement shall commence as of the date by which all Parties hereto have executed this Agreement and shall expire upon submittal of the final Parking and Land Acquisition Study as required by the RFP no later than March 31, 2022.
2. RFP INCORPORATED INTO CONTRACT. The RFP provided by Graef-USA dated September 15, 2021 (Exhibit A) is a part of the contract between the County and the Contractor. The Contractor shall be bound to perform according to the terms of the RFP, their Proposal, and the terms of this contract.

No Exhibit or subsequently used form shall change or otherwise vary any undertaking in the main Request for Proposal except as specifically acknowledged as an amendment.

3. FEE FOR WORK PERFORMED. The fee for work performed is \$23,770.
4. STANDARD TERMS AND CONDITIONS. All services shall be performed in accordance with the original RFP requirements (Exhibit B), which is attached and made a part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

COUNTY OF SAUK, WISCONSIN

By: _____ Date: _____
Brent Miller, County Administrator

505 Broadway
Baraboo, WI 53913
(608) 355-4830
Lisa.wilson@saukcounty.wi.gov

Graef-USA

By: _____ Date: _____
Name

Typed or Printed Name

Title

1010 E. Washington Ave, Ste 202
Madison, WI 53703
(608) 242-1550
Ed.Freer@graef-usa.com

September 15, 2021
REQUEST FOR PROPOSAL

Sauk County, Wisconsin
**Parking and Land
Acquisition for White
Mound County Park**



☎ 608 / 242 1550 🌐 www.graef-usa.com

📍 1010 E. Washington Ave., Suite 202
Madison, WI 53703





September 15, 2021

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department
West Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

SUBJECT: Request for Proposal for Consulting Services for
Sauk County, WI Parking and Land Acquisition Study for White Mound County Park

Dear Lisa:

GRAEF is excited for the opportunity to work with Sauk County on the Parking and Land Acquisition Study for White Mound County Park. At GRAEF, we are committed to open communication, superior customer service, and continuous improvement and accountability to the public. Selection of the GRAEF team for your project will provide the following benefits:

Coordinated Talent | Our team offers a highly talented, multi-disciplinary team of landscape architects, park planners, and parking/transportation experts. We are well equipped to address the issues of land use, facilities, and parking capacity that will come up during the course of creating a successful park master plan.

Park Planning Expertise | Our team has the ideal combination of creative problem solving, design expertise, innovative planning strategies, and recreational and park planning experience, all of which underpin comprehensive site planning. Our team has successfully completed many similar projects for other municipalities throughout Wisconsin, including ongoing projects in Sheboygan, Muskego, Franklin, Oak Creek, Madison, Menasha, and Racine.

Commitment | Our team pledges its expertise to provide superior design and recreational planning services to the County and to bring your project to a conclusion that is rewarding to everyone involved. Through earnest commitment, we will meet the needs of the County, community members, and all project stakeholders.

We look forward to the opportunity to partner with you to build a long-lasting relationship. If you have any questions about our proposal or need additional information, please don't hesitate to contact me.

Sincerely,

Loei Badreddine, PE, SE, LEED AP
Office Manager | Vice President
loei.badreddine@graef-usa.com

1010 E. Washington Ave.,
Suite 202
Madison, WI 53703
608 / 242 1550
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collaborāte / formulāte / innovāte

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FIRM INTRODUCTION

GRAEF is a multi-discipline, planning, design, and engineering firm dedicated to serving public and private clients throughout the United States. GRAEF began as an individual partnership structural engineering firm in 1961 and our ability to excel has been driven by integrity, quality, and our commitment to customer service. Today, GRAEF offers our clients a full range of consulting services nationwide.

OUR CORE PURPOSE

To improve the physical environment for the benefit of society in a sustainable manner.

SERVICES

Commissioning, Electrical Engineering, Environmental Engineering, Landscape Architecture, Mechanical Engineering, **Parking Consulting, Planning + Urban Design**, Plumbing and Fire Protection Engineering, Site/Civil Engineering, Structural Engineering, Surveying and Field Services, Sustainable Design, Traffic/Transportation Engineering

EMPLOYEES

270+

YEARS IN BUSINESS

60 (founded in 1961)

OFFICES

Chicago, IL; Green Bay, WI; Madison, WI; Miami, FL; Milwaukee, WI (HQ); Minneapolis, MN; Orlando, FL



Park and Recreation Planning

GRAEF landscape architects, planners, designers, and engineers have worked on numerous detailed plans for the development of parks and public places. Successful master plans depend upon a strong process of public involvement, full recognition of the issues regarding surrounding uses, and long-term sustainability of the project – with respect to both the landscape and the structures.

Design Vision and Public Involvement

GRAEF works with local staff and citizens to create a series of design options. This often involves charrettes and workshops with local residents and businesses. GRAEF employs a variety of visualization techniques to ensure a full understanding of the concepts and options. In some cases, this includes user groups from outside the immediate area who also need, use, and value the park and/or public place. GRAEF then modifies the design recommendations in accordance with the variety of public recommendations and comments.

Sustainability, Operation, and Maintenance

Capital and operating expenses for parks and public places have always been a primary issue. Many parks go through cycles of improvement and decline. A successful park or public place is able to establish a strong underlying concept that can be sustained at a base level during times of limited resources, while also achieve higher levels of quality and value during times when funds and other resources become available. In this regard, the key variable is the careful consideration of materials and design concepts with respect to ongoing maintenance costs, sustainable strategies, and targeted user preferences.

Environmental Features

The preservation and enhancement of the natural environment underlie GRAEF's master plans for parks and open space. GRAEF's experts include scientists, engineers, planners, and landscape architects (many of whom are LEED accredited professionals in sustainability). Key issues include plant materials, ecological systems, mitigation and remediation options, hydrology, and an appreciation for the social and cultural aspects of the natural environment.

Activity Matrix

Parks and open space derive their value from public use. Oftentimes these uses are categorized simply into “active” versus “passive” uses. In practice, there is a much wider range of uses that rely on social, economic, or cultural lenses (e.g. social gatherings, concessions, recreational activities that include fees, and so forth). Moreover, there are multiple user groups for each activity, and, over time, these users and groups evolve with changing needs and values. Conceptually, GRAEF views the use of public spaces as a matrix of activities and user groups representing both short-term and long-term patterns of behavior. This approach, customized for each community and park space, allows GRAEF to assist municipalities in a broad, inclusive process of comprehensive planning.

Community-Based Design

To be effective, parks and public places must be fully integrated with the surrounding community. This process, currently referred to as “context sensitive design”, is actually a traditional practice employed by planners and engineers for some of our greatest parks and park systems. GRAEF fully embraces this approach of integrating our designs with the surrounding areas, including street systems, connectivity, land uses, views (to and from the park), and the long-term planning efforts of the community.

Public Art, History, and Education

Parks and open space are an integral part of our culture – for all age groups. This cultural connection can be expressed through public art, recognition of local history and public education. There are numerous occasions where outdoor recreation and public places can be enhanced through the provision of public art (often paid for, and maintained, by private entities). Historical markers should be considered as a way to maintain local traditions and community memory. Educational objectives can be achieved through programming as well as design.

Grants, Sponsorship, and Fundraising

Outdoor recreation and park spaces are not only functional entities – they become civic symbols that represent the aspirations, pride, and attitude of the community. From this perspective, there are numerous opportunities to raise funds for parks and open space, ranging from “buy-a-brick” campaigns to the “adoption” of parks by local businesses and/or neighborhoods. Grants are available not only from public agencies but also private foundations and businesses. In addition, local sponsorship of park activities and components is also feasible – especially when it helps integrate parks into the social and economic fabric of the community.

Aesthetics

Although it is often left unstated, the aesthetic aspect of parks and open space is critical to their enjoyment. Not all parks offer high quality aesthetic experiences. GRAEF designers have won numerous awards for their landscape and park designs. Designing the aesthetic experience involves the consideration and composition of views, gateways, open space, picturesque sequencing, formal and informal elements, diversity of materials, color, sense of intimacy, and many other attributes of outdoor places that add immeasurably to their value.

Parking Consulting Services

GRAEF offers complete parking consulting services, from preliminary studies through design and the preparation of construction plans and specifications. **Our dedicated parking team has completed projects accounting for over 30,000 stalls and \$700 million in construction.**

Our parking team focuses on initial parking supply/demand and feasibility studies, master planning, and functional design through the preparation of construction documents and construction phase administration. Our wide range of parking facility experience includes work on above-ground, underground, stand alone, and garages included as part of a mixed-use facility.



Areas of Expertise

Preliminary Studies
Alternatives Analysis
Parking Facility Design
Construction Plans and Specifications
Parking Master Planning
Feasibility Studies

Parksmart Certification
Repair and Rehabilitation
Construction Coordination
Quality Control Services



Project Understanding and Approach

We understand that the Sauk County Land Resources and Environment Department seeks proposals for the provision of consulting services to conduct a parking and priority land acquisition study for White Mound County Park.

This effort is intended to complement and build on current efforts by The Land Resources and Environment Department in developing an updated Master Plan for White Mound County Park. This planning effort was started in August and is scheduled for the completion of a draft master plan in time for this project to start. The intent is for the current planning efforts to inform this study by prioritizing recreational uses and preferred locations. In addition, the current programming and associated public engagement will help define desired expansion of both the current recreational uses/locations as well as the possible introduction of new recreational programs.

Today's 1,100-acre park provides the current amenities and programs like: a 104-acre lake, boat launch, swimming beach, fishing pier, 46 campground sites, hiking trails, horse trails, mountain bike trails, snowmobile trails, hammock stations, picnic areas, playgrounds, grills, and shelters.

Are these uses being adequately supported by today's parking and associated amenities? Is the parking adequate in numbers and supporting functions in the correct location? Are there adequate trail heads, providing adequate access and in the appropriate locations? On our recent visit we were impressed as to the quality of recreational uses and the level of maintenance throughout the Park. This was not only based on what was seen but reinforced by the people who were willing to verbally share their satisfaction of their experiences in the park. Their tales of enjoyable experiences was underscored by their commitment to repeated annual or weekly visits.

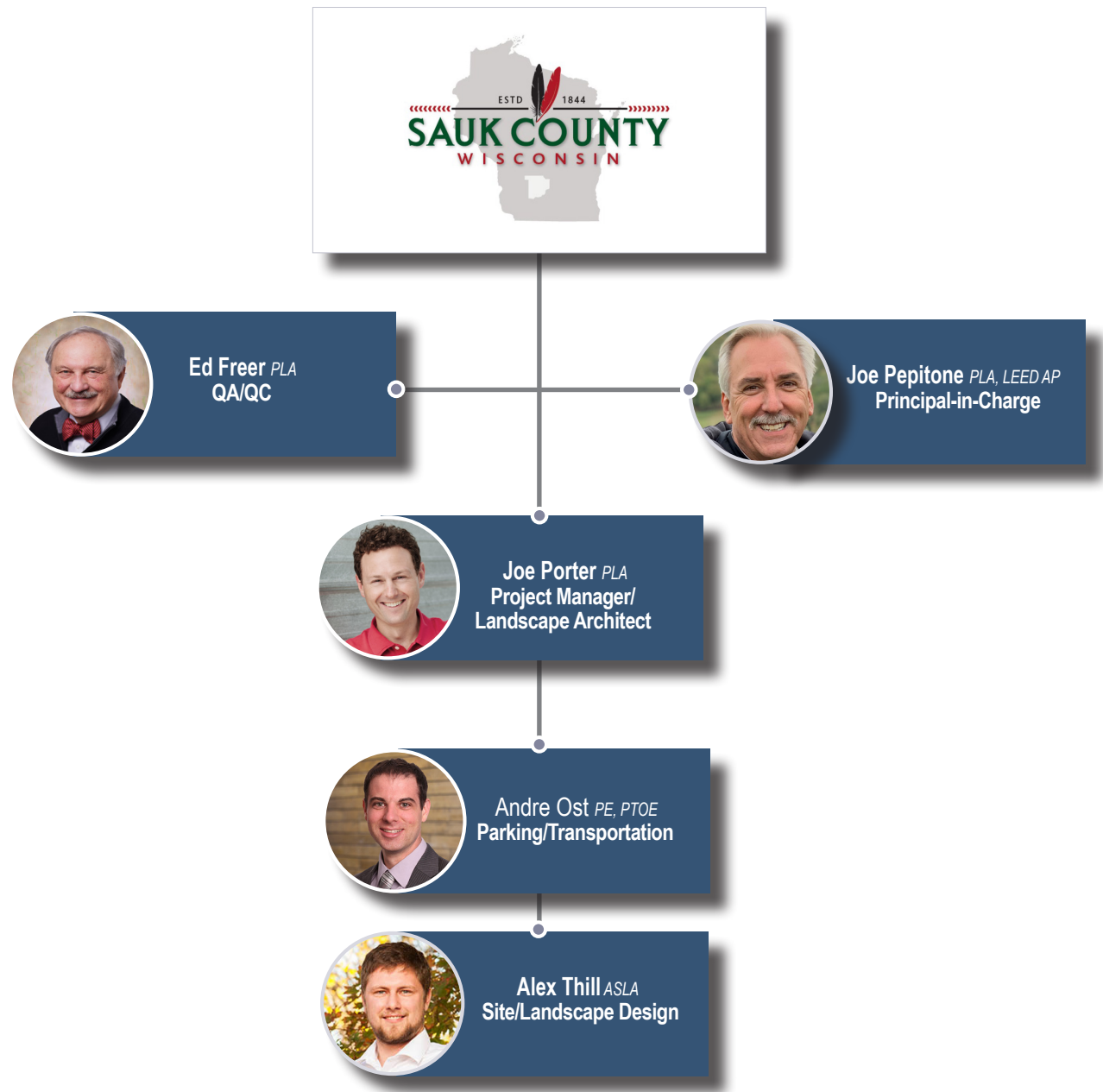
In assessing improved and additional facilities, the standards that have been established need to be met or exceeded. The three-year-old Prairie Smoke Terrace structure and

associated outdoor space lead by example. The increase in demand and how to best serve that demand will have its challenges in being respectful of the parks natural character and aesthetic, maintaining adequate separation of uses, being sensitive to the topographic relief with varied terrain and honoring some of the prominent sight lines. The more popular the Park becomes, the more challenging minimizing conflict between trail users becomes, increased concern over the safety at pedestrian crossings and having adequate space between the recreational programs. Finding ways to expand the real estate holdings to expand camping opportunities, mountain biking, and solving the challenges of upgrading the requirements for horse camping will continue to build White Mound Park's reputation and long-term legacy.

A collaborative effort between the Parks Master Planning, technical assessment of the parking facilities and strategic expansion of the property will help achieve a balance between adequate access, support maintenance, expand recreational programs and providing a quality outdoor recreational experience for generations to come.



Organizational Chart





Joseph F. Pepitone Jr. PLA, LEED AP | Principal-In-Charge
Registered Landscape Architect – CA, MN, WI

Joe is a licensed landscape architect who brings over 30 years of professional experience in project management expertise, landscape architectural design and planning to GRAEF and has won numerous design awards for his work. Joe has been involved in master planning and design. His thorough knowledge of all aspects of site development allow him to provide complete and thorough documentation which includes site planning, detailed design, landscape design and details, planting design, construction documentation, specifications and on-site construction administration.

Hart Park Improvements – Interpretive Playground and Splash Pad, Wauwatosa, WI: GRAEF is part of a collaborative design team responsible for the design and engineering of an interpretive play area, splash pad, and park shelter at Hart Park located in Wauwatosa, Wisconsin. The interpretive play components are based upon the local Native American tribal heritage and archaeological components of an existing Silurian reef which is located nearby. The splash pad is located within the center of the play areas and has waves of color paving to emulate the flow of water.

Mt. Pleasant Civic Park, Mt. Pleasant, WI – Project Manager/Landscape Architect: Prepared master plan alternatives for its park and open space plan, and design recreational facilities for a 40-acre parcel within their newly developed Civic Campus complex. GRAEF worked to develop three plan alternatives that would address desired park amenities and recreational fields for the site. GRAEF completed final design and construction documents for Phase I of the Park improvements and the construction was completed in 2017.

Town of Salem Community Park, Town of Salem, WI – Landscape Architect: Responsible for providing master planning options and full design services for the development of a 10-acre community park. Park amenities include a grass football/soccer field, two baseball/softball fields, a pavilion with restrooms and concessions, parking for 200 spaces, lighting, stormwater management and landscaping and general picnic areas. Full civil engineering, electrical, plumbing, architecture and landscape architecture services were provided.

VFW Park Aquatic Facility Design & Construction, City of De Pere, WI – Landscape Architect: Project includes an entirely new facility with bathhouse containing bathrooms/changing rooms, office and guard spaces, first aid, entry lobby, meeting rooms, family changing rooms, and a concessions wing. Separate mechanical building will house the pumps and chemical rooms and provide storage space. Aquatic features include a lap pool with dive well, activity zone, water walk, dual body slides, drop slide, separate tot pool with zero depth entry, and tot play features.

Waukesha County Parks Restroom Facilities at Naga-Waukee, Minooka and Mukwonago Park Sites – Delafield, Waukesha and Mukwonago, WI – Project Manager/Landscape Architect: Provided design and engineering consulting services for the development of new restroom facilities at multiple park site within the Park District. GRAEF assisted architectural team by providing civil, structural, MEP and landscape architecture services for the development of (8) park sites. The projects included new stone and cedar sided buildings in keeping with the Park aesthetics along with new septic and wells for potable water supply.



Eduard (Ed) J. Freer PLA | QA/QC
Registered Landscape Architect – ME, WI

Over the course of his professional career, Ed has built a significant and award-winning portfolio in landscape architecture, waterfront design, historic architecture, and planning projects throughout the U.S. He is highly accomplished at facilitating a consensus vision and broad stakeholder support for urban design and redevelopment initiatives. Ed has served as a resource member to many civic task forces and professional panels and as a member of national design juries.

Butterfield, Estrella, Christmas Camp Recreational Areas, Sonoran Desert, AZ - Lead Landscape Architect/Park Planner: Helped locate and design many of the desired amenities for each of the three natural recreational areas. Each area offered a variety of campground, restroom facilities, visitor center and trail connections. Care was taken in the design to limit the amount of vegetation removal required to construct the desired elements. Because of the arid climate, it was important to the client to preserve as much as possible due to the lengthy time needed to regenerate plant material and minimize impacts on sensitive environments. Wayfinding was a critical element to ensure appropriate utilization and minimize safety risks for the public. This project was managed through the Bureau of Land Management (BLM).

Yaquina Head Outstanding Natural Area Site Plan and Staircase Design, Newport, OR - Landscape Designer: Assisting in the replacement design for an existing observation deck and 60 foot stair tower at one of Oregon's oldest light houses. This heavily visited national monument project is located on the Yaquina Headland and extends 1 ½ miles out into the Pacific Ocean. Integral to the design was maintaining historical and maritime significance. Both the observation deck and staircase were retrofitted to fit within their existing footprints minimizing the amount of new excavation required. Additionally, the new designs provide enhanced accessibility and better accommodate programmed events such as school visitation, environmental educational, and photo opportunities. This project was managed through the Bureau of Land Management (BLM).

Sloan Canyon National Conservation Area Visitor Center, Henderson, Nevada - Lead Landscape Architect: Developed the program and schematic concepts for the redevelopment of the existing visitor center and arrival experience. The objective was to help create an experience of peace and solitude for visitors to this truly unique scenic destination displaying geologic features and extraordinary cultural resources. Protection and the conservation of the central feature, the Sloan Canyon Petroglyph Site, one of the most significant cultural resources in Southern Nevada. The final intent was to make the educational experience memorable by managing the interaction of visitors through controlling the number of visitors during visitation hours, trail alignment and location, respect for the topographic setting and vegetation and the incorporation of outdoor signage and classrooms. This had to be achieved with minimum disruption of the archaeological site, minimize physical degradation of the sites and most importantly provide viewing of this extraordinary collection of petroglyphs while minimizing any human touch. This project was managed through the Bureau of Land Management (BLM).

Arrowhead Park Conceptual Design and Master Plan (City of Neenah) – Neenah, WI - Lead Landscape Architect: Facilitated the public process and developed the design program. The design program for the park focuses on increased access to the park from downtown Neenah and multiple waterfront destinations that are driving user activity within the park. The plan established a long-term vision for transforming the site into a major destination with multiple educational and recreational opportunities (with another firm).



Joe Porter PLA | Project Manager/Landscape Architect

Registered Landscape Architect – WI

Joe Porter is a licensed Landscape Architect with over 19 years of experience working on academic and corporate campuses, brownfield redevelopments, green roofs, greenway corridors, mixed-use developments, parks, plazas, streetscapes, residences, resorts, and waterfronts throughout North America and the Caribbean. His involvement with these projects has included every aspect of the design process, from conception through completion. Joe is passionate about context-sensitive design, with emphasis on sustainability and the facilitation of social interaction.

Jaycee (Quarry) Park Master Plan, Sheboygan, WI – Project Manager and Landscape Architect: Conceptual design of a 37 acre park that provides tactical recommendations to meet the recreation needs of the community and surrounding region. The design process included a comprehensive inventory and analysis of existing conditions, a public engagement process, iterative design alternatives, cost estimating and 3D illustrations to help the client and the community clearly visualize proposed improvements while generating enthusiasm moving forward with phased implementation. The plan includes a new multi-use park building, a new beach house, an expanded waterfront experience around Quarry Lake with a perched beach and a paved multi-use lake loop trail, a new tiki hut building, a ropes course, a new picnic shelter, a council ring, enhanced natural landscape within a frisbee golf course and improved access to the Pigeon River. The final plan not only reflects the needs and desires of the City's Department of Public Works, but the community as a whole.

Wauwatosa Village Redevelopment, Wauwatosa, WI – Landscape Architect: Provided a comprehensive site analysis and conceptual design services for the redevelopment of downtown Wauwatosa, WI. Emphasis was placed on creating a pedestrian-friendly streetscape environment through the use of traffic-slowing strategies, signage and wayfinding elements, a rich palette of materials and the creation of outdoors spaces flexible enough to accommodate a wide variety of users and uses (with another firm).

James Madison Park Master Plan, Madison, WI – Planning & Landscape Architecture: James Madison Park is a 12.36-acre community park located along Lake Mendota in downtown Madison. The master planning process incorporated extensive public engagement, historical research, analysis of existing conditions, and review of regulatory requirements influencing park development to inform the design. The resulting plan will be used as a guide for future development of this iconic park and includes amenities to support both active and passive forms of recreation, multi-generational play areas, a new park shelter with concessions and rentals, a small crafts boat launch and seasonal courtesy dockage, an expanded beach area, reconfigured parking, terraced seating along the shoreline, ADA accessibility throughout the park, interpretive and educational opportunities and an emergent wetland strategically located to intercept and filter 64 acres of urban stormwater before entering the lake (with another firm).



Andre Ost PE, PTOE | Parking/Transportation
Professional Engineer – WI, IL, MN, FL

Andre provides both transportation and traffic engineering design services to various clients throughout the State of Wisconsin. Responsibilities include the design and preparation of plan documents for transportation and traffic projects. Specific transportation project involvement has included conceptual design layout, alternative analysis, environmental impact studies, public involvement, utility coordination, preliminary design, pavement design, and the preparation of plans, specifications and estimates.

Medical Center Traffic Study, Sheboygan County, WI – Transportation Engineer: Traffic impact study and roadway improvements for a new medical center in Sheboygan County. Traffic impact study included the studying five adjacent intersections maintained by the Village of Koehler, City of Sheboygan and Sheboygan County. The project team is currently working with the municipalities to implement the recommended roadway improvements.

Medical College of Wisconsin Parking Lot Improvements Phase 2, Milwaukee Regional Medical Center (MRMC), Wauwatosa, WI – Project Manager: Project Manager for the design of new parking lots within the MCW leased property impacted by the relocation and reconstruction of North 87th Street on the MRMC healthcare campus. Project design included evaluation of access alternatives; traffic analysis and traffic impact analysis (TIA) report; preparation of construction documents for parking lot design, site lighting, access control and landscaping. Stormwater management included conveyance to regional detention ponds and installation of underground stormwater detention system.

Waukesha Retail Center Traffic Impact Study, Waukesha, WI – Traffic Engineer: Responsible for assisting in the preparation of a traffic impact study for 54-acre retail development. The study area includes seven intersections. The traffic study included trip generation, distribution, operational analysis, identifying deficiencies and recommending improvements. The study area intersections were analyzed using

Synchro software for the Year 2009 and 2014 traffic operation with and without development traffic. Synchro was also used to conduct traffic signal progression analyses for each of these scenarios. This project also included the preliminary design of the recommended intersection and roadway improvements identified in the traffic impact study.

Twelve Oaks Development Traffic Impact Study, Caledonia, WI – Traffic Engineer: Responsibilities include assisting in the preparation of a traffic impact study for proposed 220 acre mixed use development. This traffic study included trip generation, distribution, operational analysis, identifying deficiencies and recommending improvements. The development is planned to be constructed in six phases, so traffic analysis was conducted for seven analysis years. The area included ten intersections which were analyzed for the weekday evening and Saturday midday peak hours. Traffic signal warrant analyses were conducted for two of the study area intersections. Improvements were identified for two traffic control options: (1) two traffic signals operating as a coordinated signal system and (2) three roundabouts in series. Synchro and Rodel were used to analyze the traffic operations.

Franklin Area A Development Traffic Impact Analysis - Project Manager: The City of Franklin retained GRAEF to prepare a Traffic Impact Analysis for the proposed development in accordance with the Wisconsin Department of Transportation (WisDOT) requirements. The study area included 12 intersections. Traffic counts were collected at the study area intersections during the weekday evening and Saturday midday peak periods utilizing video and manual traffic counts. The project included developing trip generation, distribution, assignment and conducting traffic analysis. GRAEF is working with the City on the development of a Tax Incremental Finance (TIF) District for the area.



Alexander Thill ASLA | Site/Landscape Design

Alex received his Master of Landscape Architecture from the University of Minnesota in 2016. Since then he has been involved in the design of both urban and rural spaces, waterfronts, public parks, and has been active in many community visioning workshops; formulating strategic plans for both local and regional municipalities. Alex has technical experience in developing design plans from concept to construction documentation, utilizing a combination of hand sketch methods and computer aided design programs.

Butterfield, Estrella, Christmas Camp Recreational Areas, Sonoran Desert, AZ - Landscape Architect/Park Planner: Helped locate and design many of the desired amenities for each of the three natural recreational areas. Each area offered a variety of campground, restroom facilities, visitor center and trail connections. Care was taken in the design to limit the amount of vegetation removal required to construct the desired elements. Because of the arid climate, it was important to the client to preserve as much as possible due to the lengthy time needed to regenerate plant material and minimize impacts on sensitive environments. Wayfinding was a critical element to ensure appropriate utilization and minimize safety risks for the public. This project was managed through the Bureau of Land Management (BLM).

Yaquina Head Outstanding Natural Area Site Plan and Staircase Design, Newport, OR - Landscape Designer: Assisting in the replacement design for an existing observation deck and 60 foot stair tower at one of Oregon's oldest light houses. This heavily visited national monument project is located on the Yaquina Headland and extends 1 ½ miles out into the Pacific Ocean. Integral to the design was maintaining historical and maritime significance. Both the observation deck and staircase were retrofitted to fit within their existing footprints minimizing the amount of new excavation required. Additionally, the new designs provide enhanced accessibility and better accommodate programmed events such as school visitation, environmental educational, and photo opportunities. This project was managed through the Bureau of Land Management (BLM).

Arrowhead Park Conceptual Design and Master Plan (City of Neenah) – Neenah, WI - Urban Designer: Responsible for the design program and graphic presentation of site maps and the overall master plan document for the park. The design program for the park focuses on increased access to downtown Neenah and the multiple waterfront destinations that will drive user activity within the park. The plan established a long-term vision for transforming the site into a major destination with multiple educational and recreational opportunities. Because the project site resides on top of a landfill, it was a bit of a challenge to fit all the desired uses within the allowed context of a brownfield site. Much of the park program focuses on ecological habitat creation as well as passive recreational uses (with another firm).

Chippewa Falls Riverfront Park, Chippewa Falls, Wisconsin - Landscape Architect: Assisted with the design process as well as community engagement efforts. The project involved creating a master plan and conceptual design to capture the expanded vision of the City. Phase II provides increased access and use of the park by creating multiple options for accessing all areas of the park while creating new features and spaces. These features serve as a draw for the public, meeting the growing needs of the community. The final phase included preparation and execution of construction and bid documentation (with another firm).

Team Matrix

The matrix below indicates the effort in percentage of total project and in person-hours, which will be contributed by each professional, during each task of the overall project.

<i>Tasks</i>	<i>Joe Pepitone</i> Principal-in-Charge	<i>Ed Freer</i> QA / QC	<i>Joe Porter</i> Project Manager/ Landscape Architect	<i>Andre Ost</i> Parking/Transportation	<i>Alex Thill</i> Site/Landscape	<i>Kim Borne</i> Administration	<i>Hours / %</i>
<i>One</i>			6	2	12	2	22 / 14
<i>Two</i>			8	4	15		27 / 18
<i>Three</i>			8		15		23 / 15
<i>Four</i>			8	3	36	4	51 / 34
<i>Five</i>			10	2	12		24 / 16
<i>PIC</i>	2.5						2.5 / 2
<i>QA / QC</i>		2.5					2.5 / 2
<i>Total Hours / %</i>	2.5 / 2	2.5 / 2	40 / 26	11 / 7	90 / 59	6 / 4	152 / 100

Openlands Lakeshore Preserve Habitat Restoration

Location: Highland Park, IL

Openlands Lakeshore Preserve at Fort Sheridan, formerly owned by the U.S. Navy, is known to be one of the last relic bluff ecosystems in the Chicago region.

GRAEF had the extraordinary opportunity to provide overall design and project management, as we led a team of consultants to protect and restore this unique one mile segment of Lake Michigan shoreline. The initial focus areas were the lakeshore bluff and three large ravine ecosystems. This project included the creation of a Geographic Information Systems (GIS) management tool. The GIS tool was used to map existing conditions and then develop concepts for restoration design, monitor improvements as enhancement and restoration occurred and created three dimensional imaging for management and project visualization purposes.

The current restoration efforts will expand and protect the habitat for five endangered or threatened plant species known to be present in the preserve. A failing stormwater infrastructure and groundwater conditions were assessed and repairs and improvements are planned. The restoration activities are the first step in the eventual transformation of the property into one of the largest publicly accessible lakefront preserves in Illinois. Restoration began in the fall of 2007, with portions of the preserve opening to the public in 2009.



Restoration and monitoring continues along the bluff while plans are being developed to create a 1 mile long ADA accessible trail along the top of the bluff. The trail will include interpretive nodes, sustainable storm water management practices, prairie and native plant restoration, overlooks, board walks and bridges over the ravine. The trail will link Bartlett Ravine on the north to Walker Avenue on the south.

GRAEF developed the design, construction and permit documents for the grading, paving, utility work, landscape plans including native restoration and preservations plans along the entire length of the trail.

GRAEF Services	Cost
<i>Reversing Disturbance</i>	\$50,000
<i>Ravine System Restoration</i>	
<i>Rare Species Protection</i>	
<i>Bluff Habitat Restoration</i>	
<i>GIS</i>	
Client Contact	
<i>Robert Megquier</i>	
<i>Openlands</i>	
<i>rmegquier@openlands.org</i>	
<i>312.863.6272</i>	



Mequon Nature Preserve Parking Lot

Location: Mequon, WI

The Mequon Nature Preserve is a non-profit entity that provided environmental education and land stewardship on several 100 acres in the Trinity Creek watershed. GRAEF provided engineering services for two projects at the MNP.

The initial project was replacement of a failed asphalt parking lot, including installation of several bio-filtration islands, and a section of permeable asphalt pavement. The primary cause of the failure of the existing parking lot was the frost heave from very shallow groundwater within the site. Underdrains were provided to address this issue, including under the permeable pavement. The bio-filtration basins discharge, via underdrain to the headwaters of Trinity Creek.

The second project was replacement of an existing gravel parking lot with permeable pavers. The project is being used as an educational example of green infrastructure, and was funded by a grant from the Milwaukee Metropolitan Sewerage District (MMSD).



GRAEF Services

*Permeable Parking Lot
Design*

*Final Plans and
Specifications*

*Conservation Easement,
Maintenance Agreement,
and Baseline Report*

Bidding Assistance

*Construction Inspection
Services*

*Construction
Administration Services*

Client Contact

*Kristin Gies, Executive Director
8200 W. County Line Road
Mequon, WI 53094
262.242.8055
kgies@mequonnaturepreserve.org*

Cost

\$105,000



Jaycee (Quarry) Park Master Plan

Location: Sheboygan, WI

Conceptual design of a 37 acre park that provides recommendations to meet the needs of the community and surrounding region while being flexible enough to accommodate for change.

The design process included a comprehensive inventory and analysis of existing conditions, public engagement, design alternatives, cost estimating and 3D illustrations to help the client and the community visualize proposed improvements, foster consensus and generate enthusiasm moving forward with phased implementation.

The plan includes a multi-purpose park building, beach house, tiki hut, picnic shelter, council ring, perched beach, lake loop trail, ropes course, frisbee golf course, enhanced natural landscape areas, flexible lawn space and improved access to both Quarry Lake and the Pigeon River. The final plan not only reflects the needs and desires of the City's Department of Public Works, but the community as a whole.



GRAEF Services

*Master Planning
Landscape Architecture
Public Engagement*

Cost

\$30,000

Awards

*2021 WIASLA Merit Award
for Unbuilt Works*

Client Contact

*Joe Kerlin
Superintendent of Parks
and Forestry
City of Sheboygan, WI
920-459-3459
Joe.kerlin@sheboyganwi.gov*



Additional Relevant Project Experience



Community Park | Salem, WI



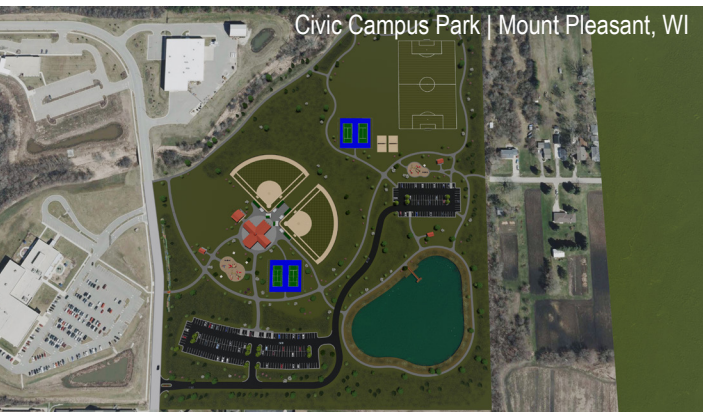
Naga-Waukeee, Minooka, and Mukwonago Park Shelters | Waukesha County, WI



Arrowhead Park | Neenah, WI



De Pere Aquatic Center at VFW Park | De Pere, WI



Civic Campus Park | Mount Pleasant, WI



Hart Park | Wauwatosa, WI



Hydro Park | Kauakana, WI

Project Schedule



Implementation Approach

The purpose of this project is to fortify the current Land Resources and Environment Department's Master Planning efforts and aid in the decision making for future expansion by assessing the amount of parking and land required to better serve both the existing and proposed increase in recreational use in the Park.

This effort is also critical in helping achieve the overall goals/vision stated in Sauk County's Comprehensive Outdoor Recreation Plan which is "to connect people to the rich natural, cultural and historical resources of Sauk County, and create outstanding outdoor recreational opportunities now and in the future".

The current update of the White Mound Park Master Plan is very much in line with and will be instrumental in helping achieve the County's vision. These efforts clearly support the four priority areas as identified in the Comprehensive Outdoor Recreation Plan with action items for implementing the following:

1. Further Development of the County Park System
2. Resource Management and Stewardship
3. Partnerships
4. Economic Development and Tourism

With health and wellbeing being in the forefront of the news, the importance of outdoor recreation and its contribution to the County's residents and visitors' needs is echoed throughout the nation as a top priority.

White Mound Park is a beautiful and successful example of the growing awareness of the role outdoor recreation and access to natural open spaces play in physical and mental health and overall quality of life. This need and the role that White Mound Park provides could not be more obvious as experienced in the past twenty months.

To complete the current master planning exercise, the improved access to the Park's trails and open spaces, minimizing conflicts between recreational uses/trails and maintaining

proximity to popular recreational destinations all contribute to the positive experience for the park's users.

Our approach is to complement and build on all the resources that have been developed to date on creating the proposed Master Plan. This will become the foundation of our efforts and the guidance from the master planning working committee, staff's input, and the benefits of the public input gathered.

We recommend that this project continue to work with the master planning committee for the continuity of dialogue, transfer of information, the expanded recreational use, the validation of parking needs, and expanded utilization of land. With a goal of the project completion in six months, we envision monthly working meetings with some in person on site and some virtual. We would also recommend three presentations to the Land Resources and Environment Committee at key points to summarize our findings and preliminary recommendations in order to receive their input well in advance of the final Summary Narrative.

The team will do on site analysis but rely heavily on data provided by the County especially the year-round use and traffic counts recorded since 2018.

The following lays out the work program starting in October of 2021 with anticipated completion at the end of March 2022. This is based on a highly interactive process with the master planning committee, on site visits and relying heavily on our experience.

BASIC SCOPE OF WORK

We will perform a parking study on all existing lots at White Mound County Park and provide feedback for estimated future parking needs based on the recreational use at the property. A priority land acquisition plan shall also be developed to identify future areas to expand property boundaries, expand existing recreational opportunities, and new recreational uses.

Implementation Approach

Task One: Project Initiation

The Kick -Off Meeting will introduce the team, clarify the scope, finalize the schedule, review communications protocol and start the dialogue. The meeting will also include the following:

- Master plan introduction and summary of the recreational uses
- Discussion of other background information
- Recreational program validation
- Initial analysis based on the validated program. The county will provide all available data and background information as available.
- Members of the working committee and staff can participate on site tour as available.
- A summary memo of the meeting will follow
- A site reconnaissance and photo inventory will follow the meeting.

Task Two: Parking Utilization / Alternatives

The consultant will focus on the following:

- Inventory of Parking Facilities
- Determination of demand for each parking area
- Identify areas where parking is currently in need of expansion and areas where it could be expanded in the future.
- Review regional and national standards and draw comparisons to develop appropriate benchmarks.
- Develop two alternative scenarios and validate prioritization
- Evaluate and develop the appropriate alternative
- Explore partnerships and implementation strategies
- Create an outline for the Summary Narrative



Task Three: Land Acquisition Strategies

Based on the agreed upon master plan, the size and location of expanded recreational programs will be reviewed and assessed as follows:

- The Locations and interface of existing trails, access and appropriateness of siting will be assessed.
- The Locations and interface of proposed trails, access and appropriateness of siting will be assessed.
- Determination of demand for expanded or new recreational uses
- Validate the priorities
- Quantify Land required to support proposed expansion
- Explore partnerships and implementation strategies
- Create an outline for the Summary Narrative

Implementation Approach

Task Four: Final Parking and Land Acquisition Study

Based on the feedback from the master planning committee and the Land Resources and Environment Committee a draft and the final Narrative Summary will be prepared. The document will include text, charts, diagrammatic illustrations, and plans. The following deliverables will be produced and submitted:

Draft Submission:

- Priority Land Acquisition map sized 11" x 17" (2 copies) and electronic (PDF) format.
- Priority Land Acquisition narrative in a binder (2 copies) and electronic (PDF) format.
- Final Parking Study in binder (2 copies) and electronic (PDF) format.

Final Submission:

- Priority Land Acquisition map sized 11" x 17" (2 copies) and electronic (PDF) format.
- Priority Land Acquisition narrative in a binder (2 copies) and electronic (PDF) format.
- Final Parking Study in binder (2 copies) and electronic (PDF) format.

Task Five: Meetings

Our process will be hands on and interactive through a series of working meetings with the Master Planning Committee.

Besides our experienced team and successful portfolio, we are skilled in our graphic communication skills and our ability to distill ideas, facts, and programmatic goals. Not only are these products important to communicate and develop consensus they are invaluable when engaging partners or preparing grant/funding applications.

We will include communication with Land Resources and Environment Committee throughout the process. Specific times to be coordinated with the County's project team.

As appropriate we will assist the County in reaching out to key partners whether by telephone, Zoom or in person meetings with potential funding partners.



When this project is completed our goal is to provide you with another tool to enable you to achieve your goals and the Sauk County's Mission as stated in the Sauk County Comprehensive Outdoor Recreation Plan: "While the Sauk County CORP is necessary for maintaining eligibility to apply for and receive grants; the CORP offers a vision for the future, and sets the course for long-term preservation and expansion of outdoor recreation opportunities by setting goals and clearly defining objectives to achieve them. The Plan is ambitious, but it is with boldness and ambition that we set forth to accomplish these goals and secure the County's future as a leader in Wisconsin for outdoor recreation."

Fee Proposal

GRAEF proposes to provide all services described as Basic Scope for a lump sum of **\$23,770.00** which includes expenses. Any additional services will be performed by request as authorized by Sauk County, with an additional fee to be negotiated at a later date. Additional services would be based on GRAEF's Standard Rates and Fees, a copy of which is on the following page.

Task	Fee
Task 1: Project Initiation / Discovery	\$3,320.00
Task 2: Parking Utilization / Alternatives	\$4,300.00
Task 3: Land Acquisition Strategies	\$3,400.00
Task 4: Parking + Land Acquisition Summary	\$7,250.00
Task 5: Meetings	\$4,000.00
Admin + QA / QC	\$1,000.00
Subtotal	\$23,270.00
Expenses	\$500.00
Total	\$23,770.00

Standard Rates + Fees

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$210.00
Group manager (P8)	\$195.00
Senior Professional (P7)	\$185.00
Professional (P6)	\$175.00
Professional (P5)	\$165.00
Professional (P4)	\$153.00
Professional (P3)	\$140.00
Professional (P2)	\$126.00
Professional (P1)	\$111.00
Senior Technician/Inspector (T6)	\$141.00
Senior Technician/Inspector (T5)	\$132.00
Senior Technician/Inspector (T4)	\$122.00
Technician/Inspector (T3)	\$109.00
Technician/Inspector (T2)	\$97.00
Technician/Inspector (T1)	\$79.00
Survey Crew - 1 Person	\$150.00
Survey Crew - 2 Person	\$215.00
Administrative	\$79.00

For Additional Services:

Automobile travel will be billed at the current federal rate of 56 cents per mile.

Survey vehicles will be billed at 75 centers per mile.

LIDAR scanner will be billed at \$150 per hour.

Unmanned Aircraft System (UAS) will be billed at \$75 per hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.

Exhibit B



Land Resources & Environment Department
505 Broadway, Baraboo, Wisconsin 53913
(608) 355-3245 www.co.sauk.wi.us

August 25, 2021

Interested Consultants

Re: Sauk County, Wisconsin
 Parking and Land Acquisition Study for White Mound County Park

To Whom It May Concern:

Sauk County, Wisconsin (the County) is soliciting cost proposals for consulting services associated with the creation of a Parking and Land Acquisition Study for White Mound County Park.

SCHEDULE

Request for Proposals Issued.....August 25, 2021

Deadline to Submit Clarifying Questions.....September 8, 2021, 4:00 PM, Central Time

Request for Proposals Closing Date and Time.....September 15, 2021, 2:00 PM, Central Time

Anticipated Contract Start Date.....October, 2021

Final Parking and Land Acquisition Feasibility Study Due Date.....no later than March 31, 2022.

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the County will receive Proposals per specifications until **2:00 PM, September 15, 2021 (CST)** (“Closing”), to provide consulting services for a Parking and Land Acquisition Feasibility Study for White Mound County Park. No Proposals will be received or considered after that time.

Proposals must be sent electronically via email to Lisa Wilson, Sauk County AICP – Director, email: lisa.wilson@saukcountywi.gov. Proposal file size must be limited to 25 MB.

Contact Information

Technical Questions (by email only): Cassandra Fowler, Associate Planner, cassandra.fowler@saukcountywi.gov

The County reserves the right to reject any and all Proposals not in compliance with all prescribed public RFP procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the County will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of the County and will reserve the right to award the contract to the contractor whose Proposal must be best for the public good.

A contract incorporating the terms of this RFP shall be entered into by successful proposer after award of the project and before the work may commence. The County encourages bids from minority, women, and small business enterprises.

SECTION 2 GENERAL PROPOSAL PROCESS

The County reserves the right to reject any and all Proposals received as a result of this RFP.

2.1 Modification or Withdrawal of Proposal. Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the Sauk County Land Resources and Environment Department, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change. Proposers may submit questions regarding the specifications of the RFP. Questions must be received **in writing via email** at cassandra.fowler@saukcountywi.gov on or before September 8, 2021 4:00 p.m. (Central Time) to the contact information as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to allow Sauk County the opportunity to provide clarifications or adjust RFP terms or technical requirements prior to the opening of Proposals. The County will consider all requested changes and, if appropriate, amend the RFP. The County will provide reasonable notice of its decision to all Proposers that have provided an email address to the Sauk County Land Resources and Environment Department for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers must bind County unless included in an Addendum to the RFP.

2.3 Addenda. If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Sauk County Land Resources and Environment Department for this procurement. It must be the proposer's responsibility to regularly check the Bids and Contract Information page at www.co.sauk.wi.us/rfps for any published Addenda or response to clarifying questions.

2.4 Submission of Proposals. Proposals must be submitted in accordance with this RFP.

All Proposals must be legibly written in ink or typed and comply in all regards with the requirements of this RFP. All Proposals must include a cover letter with a signature that affirms the Proposer's intent to be bound by the Proposal. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership must be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the contractor.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals must be submitted via email only.

2.5 Evaluation Criteria

If a firm submits a complete proposal by the Department deadline, an evaluation of the proposal will be performed, based on a competitive selection process. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation of proposals will not be limited to price alone; technical merit, expertise, track record references, completeness of proposal documents, and demonstrated successes will be strongly considered in the selection process. The following criteria will be used in reviewing and comparing the proposals:

1. Completeness of the proposal documents. The ability, capacity, flexibility, and skill of the respondent to provide quality performance under the contract, as evidenced by the quality of any demonstration, client references, and any prior contracts with the Department.

2. Understanding of the background and requirements of the Scope of Work.
3. The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and firm's approach to managing resources and project output. Education and experience of proposed personnel. Expertise, competence, experience, performance, solvency, and responsiveness.
4. Responsiveness of proposal specification described in the RFP, including whether the respondent has agreed to contracting the requirements set forth in the RFP.
5. Demonstrated success in projects similar to the one described in the RFP. The proposer shall provide 3 references.
6. Cost and compensation required.
7. Years of experience performing similar services to those outlined in the Objectives and Scope section of this RFP.

2.6 Post-Selection Review and Notice of Intent to Award Contract. The County will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract.

2.7 Investigation of References. The County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. The County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.8 RFP Proposal Preparation Costs and Other Costs. Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by the County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by the County. Proposer must not include any such expenses as part of the price proposed in response to this RFP. The Department must be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

2.9 Clarification and Clarity. The County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.10 Right to Reject Proposals. The County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by the County.

2.11 Cancellation. The County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.12 Proposal Terms. All Proposals, including any price quotes, will be valid and firm through a period of ninety (90) calendar days following the Closing date. The County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.13 Oral Presentations. At the County's sole option, Proposers may be required to give an oral presentation of their Proposals, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the County request presentations, the Sauk County Land Resources and Environment Department will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by the County.

2.14 Usage. It is the intention of the County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.15 Review for Responsiveness. Upon receipt of all Proposals, the Sauk County Land Resources and Environment Department or designee will determine the responsiveness of all Proposals. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. The County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.16 RFP Incorporated into Contract. This RFP will become part of the Contract between the County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of a contract.

2.17 Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Sauk County Board or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer. Refer to Section 2.2 Requests for Clarification and Requests for Change.

2.18 Prohibition on Commissions and Subcontractors. The County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process.

2.19 Ownership of Proposals. All Proposals in response to this RFP are the sole property of the County, and subject to the provisions of public records.

2.20 Clerical Errors in Awards. The County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.21 Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP.

2.22 Collusion. By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.23 Proposal Evaluation. Proposals will be evaluated by the County and potentially external representatives.

2.24 Commencement of Work. The contractor must commence no work until all insurance requirements have been met, and a Notice to Proceed has been issued by the County.

2.25 Best and Final Offer. The County may request best and final offers from those Proposers determined by the County to be reasonably viable for contract award. However, the County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, the County may select for final contract negotiations/execution the offers that are most advantageous to the County, considering cost and the evaluation criteria in this RFP.

2.26 Nondiscrimination. The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1 Project Description

The Sauk County Land Resources and Environment Department (“Department”) seeks proposals for the provision of consulting services to conduct a parking and priority land acquisition study for White Mound County Park.

This RFP seeks the most qualified Consultant to assist the County by performing field investigations and analysis on White Mound County Park to identify future parking and trail heads, areas for trail expansion, campground expansion, and priority lands for future acquisition.

3.2 Project Scope

Background

The Land Resources and Environment Department is currently developing a property master plan for White Mound County Park. The park encompasses 1,100 acres of a rural area and contains the following amenities: 104-acre lake, boat launch, beach, fishing pier, 46 site campground, hiking trails, horse trails, snowmobile trails, hammock stations, picnic areas, playgrounds, grills, and shelters. The Department’s website is a valuable resource for information about the many services provided. Please access the website at: <https://www.co.sauk.wi.us/parksandrecreation> . The Sauk County Outdoor Recreation Plan can be found at: <https://www.co.sauk.wi.us/cpz/2020-2024-sauk-county-comprehensive-outdoor-recreation-plan> .

Property Master Plan

The Department has been conducting the property master plan since August 2020, gathering public input and recreational use statistics. There are significant increases in Park use during the summer and fall months that fill parking areas and concentrate recreational users within specific areas of the Park. The most popular uses within the park include hiking, camping, and the beach.

There is also a notable amount of desire and need within the area community for new recreational uses within the Park. Prior to adding any new uses, or trail types the County would like to conduct a parking and land acquisition study to place new uses or expand existing uses in a way that would not cause adverse effects on the landscape or inundate the property.

Scope of Work

The consultant shall perform a parking study on all existing lots at White Mound County Park and provide feedback for estimated future parking needs based on recreational use at the property. A priority land acquisition plan shall be developed to identify future areas to expand property boundaries, expansion of existing recreational opportunities, and new recreational uses.

Parking & Recreational Use Study

The consultant must conduct a parking and recreational use study that contains the following components:

- Inventory of Parking Facilities
- Determination of demand for each parking area.
- Determination of demand for expanded or new recreational uses.

- Identify areas where parking is currently in need of expansion and areas where it could be expanded in the future.

Priority Land Acquisition Plan

The consultant must develop a priority land acquisition plan that identifies lands to be prioritized for acquisition with the purpose of expanding the existing park trail system, camping, and the addition of new recreational opportunities. The plan shall include three levels of priority based on the desires and needs of the surrounding community, and as identified by the County Staff. The consultant must develop a map pinpointing barriers and opportunities for expansion which shows approximate locations for additional parking, trail expansion, campground expansion, and new recreational uses. A narrative should be written to coincide with the map explaining the priority levels, barriers, opportunities and specific land acquisition options that could be pursued.

Deliverables

The following must be the minimum deliverable elements:

1. Final Parking Study in binder (2 copies) and electronic (pdf) format.
2. Priority Land Acquisition map sized 11" x 17" (2 copies) and electronic (pdf) format.
3. Priority Land Acquisition narrative in a binder (2 copies) and electronic (pdf) format.

The consultant will provide all labor, tools, equipment, and materials to perform the services. The consultant will coordinate with Department staff as necessary.

Fee Proposal

Please include the proposed rate for any additional services that may be proposed. Rates should include all costs of performing the services (including without limitation, mileage, equipment, supplies, permits, licenses, overhead, profit, etc.). Although the Department does not anticipate compensating the consultant for any additional items or expenses, any such additional amounts to be charged to the Department should be identified in the fee proposal.

SECTION 4 PROPOSAL CONTENTS

Submittals should be limited to 8.5 x 11 sheet size and should be submitted electronically to Lisa Wilson, Sauk County AICP – Director, email: lisa.wilson@saukcountywi.gov. Each submittal should follow the requested format and be organized with tabs according to the following major categories. Addenda to submittals will not be considered.

Proposers must provide the following information in the proposal, which appears below:

4.1 Cover Letter. The cover letter should include the name, title, address, phone number, email address, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the firm, and who may be contacted during the period of proposal evaluation.

4.2 Consultant Team Qualifications. Demonstrate the firm’s experience providing local jurisdictions with Parking and Land Acquisition Plans. Experience in developing plans for other similar governmental agencies should be highlighted. Include a description of the firm and a statement of the firm’s qualifications for performing the requested consulting services. Indicate any specialized expertise relevant to the project and discuss the firm’s in-house abilities and commitment to delivering the project in a timely manner.

4.3 Project Understanding and Approach. Describe the plans for accomplishing the required work. Include a work plan and a proposed schedule showing tasks and time frames necessary to complete the scope of services by the preferred completion date. Include the management approach to the work, location where work will be done, responsibilities for coordination of work with the Department, and lines of communication needed to maintain the required contract.

4.4 Firm Information and Project Team. Describe the qualifications and experience of each professional who will participate in the project. A project manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of total project or in person-hours, which will be contributed by each professional, during each phase or task of the overall project.

Describe your firm’s familiarity with the public sector parking studies outdoor recreation planning, public land acquisition and specific experience with the requirements of governmental entities. The proposal must describe the nature and outcome of projects previously conducted by the firm that are related to the work described within the RFP. A description of at least three relevant projects of similar scope or complexity completed by the firm must be included. Provide completed cost of each project and the estimated cost prior to contracting. Provide a current reference for each of the projects described.

4.5 Anticipated Project Schedule. All proposers will define the anticipated deadline for completion and presentation of the and all related supporting activities. The project schedule will be incorporated into the professional services agreement between the Department and the successful respondent.

4.6 Implementation Approach. Identify the implementation approach, including but not limited to, the following:

1. Approach to conducting the project;
2. Efforts that may be needed to ensure a successful project;
3. Any issues that your firm believes are critical to the project's success;
4. List of extra deliverables and/or additional documentation to be provided beyond the deliverables stated in this RFP;
5. Schedule and work plan indicating the tasks and time needed for each task to complete the scope of services; and
6. Assumptions made in the development of the schedule and work plan.

4.7 Fee Proposal. Applicants are required to provide a fee proposal, which is based on the anticipated deliverables for this project. Additionally, applicants must include additional cost sheets or line items for each task and a description of the total costs and/or billing rates for services, staff time, equipment, materials, travel, administrative/clerical, overhead or other out-of-pocket expenses. If the firm uses hourly billing rates (instead of a flat retainer fee), please provide a detailed fee summary with a total not to exceed cost.

4.8 Supporting Information. Submit any additional information or recommendations supporting the proposal as an appendix or separate attachment.

SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the Contract for Services. By submitting a proposal the Proposer is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFP. Special provisions for a contract may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases

to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be date and time stamped by Sauk County on or before the date and time that the bid is due. Bids dated and time stamped (via email) after the deadline will be rejected. Actual receipt by the County is necessary. Receipt of a bid by the vendor email system does not constitute receipt of a bid by the County. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

Bids must be submitted electronically on company letterhead and signed by an officer of the company. The subject line of the email must indicate the title of project for which vendor is submitting bid.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, 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. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and must not penalize the County for any losses incurred.

Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries or death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or termination of the contract or agreement.

In order to secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;

General Liability:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Automobile: (Combined single limit)

\$1,000,000.00

Excess Liability: (Umbrella)

\$1,000,000.00.

(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract, and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any

loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class post paid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made under any Agreement resulting from this RFP. However, in the event Sauk County's legislative body, the Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in

complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Proposer labeled "Trade Secret, Confidential and Proprietary Information Form" included with the proposal. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Proprietary information on the "Trade Secret, Confidential and Proprietary Information Form" Proposer shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trade secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Proposer shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.30 above). Information supplied by Proposer to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by

Proposer to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Proposer labeled "Trade Secret, Confidential and Proprietary Information Form" included with the proposal. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Proposer would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records. Proposer understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Proposer. Proposer agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Proposer shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form" Proposer shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Proposer shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Proposer asserts, and County understands that, without this pledge of confidentiality, Proposer would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

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