**SAUK COUNTY
AGREEMENT FOR PASTURE EXPANSION AT THE SAUK COUNTY FARM**

This Agreement for pasture expansion, which the Land Resources and Environment Department – Land Conservation Service Area (“Agreement”) is entering into on behalf of the County of Sauk, Wisconsin, a Wisconsin quasi-municipal corporation and Cutler Fence LLC, a private business (“Contractor”).

**WHEREAS,** Sauk County wishes to expand the existing pasture at the Sauk County Farm.

**WHEREAS,** Sauk County advertised for a Request for Bids on January 12, 2023 and 1 bid was received by the deadline established on February 9, 2023 at 12:00 PM.

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

**WHEREAS,** Cutler Fence LLC was selected and approved by the Sauk County Board of Supervisors on March 21, 2023.

**NOW THEREFORE,** this Agreement is made today, March 22, 2023, by and between Sauk County and Cutler Fence LLC, 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 when the pasture expansion has been completed, no later than June 1, 2023.

2. RFB INCORPORATED INTO CONTRACT. The RFB provided dated February 9, 2023 (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 RFB, their Bid (Exhibit B), and the terms of this contract.

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

3. FEE FOR WORK PERFORMED. The fee for work performed is $12,810.60.

4. STANDARD TERMS AND CONDITIONS. All services shall be performed in accordance with the original RFB requirements (Exhibit A), which is attached and made a part of this Agreement. Any attachments or exhibits references 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**

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| --- | --- | --- | --- | --- |
| By: |  |  | Date: |  |
|  | Brent Miller, County Administrator505 BroadwayBaraboo, WI 53913(608) 355-3273brent.miller@saukcountywi.gov |  |  |  |

**CONTRACTOR NAME**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| By: |  |  | Date: |  |
|  | Randy Cutler |  |  |  |
|  | Typed or Printed Name |  |  |  |
|  | OwnerCutler Fence LLC715-652-3060rcutler@tznet.com |  |  |  |