**SAUK COUNTY
AGREEMENT FOR STREAMBANK STABILIZATION 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 Holtz Lime, Gravel & Excavating, Inc., a private business (“Contractor”).

**WHEREAS,** Sauk County wishes to stabilize sections of the streambank at the Sauk County Farm.

**WHEREAS,** Sauk County advertised for a Request for Bids on April 17, 2023 and 1 bid was received by the deadline established on May 12, 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,** Holtz Lime, Gravel & Excavating, Inc. was selected and approved by the Sauk County Board of Supervisors on June 20, 2023.

**NOW THEREFORE,** this Agreement is made today, June 21, 2023, by and between Sauk County and Holtz Lime, Gravel & Excavating, Inc., 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 streambank stabilization project has been completed, no later than December 31, 2023.

2. RFB INCORPORATED INTO CONTRACT. The RFB provided dated April 17, 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 $60,962.50.

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: |  |
|  | Sharyl L. Schlieckau |  |  |  |
|  | Typed or Printed Name |  |  |  |
|  | PresidentHoltz Lime, Gravel & Excavating, Inc.608-727-5634holtzlge@gmail.com |  |  |  |