

SAUK COUNTY
AGREEMENT FOR BERM REMOVAL AND COMMUNITY GARDEN SITE PREP AT
THE SAUK COUNTY FARM

This Agreement for berm removal and community garden site prep, 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 Judd Excavating LLC, a private business (“Contractor”).

WHEREAS, Sauk County wishes to remove berms from two crop fields and complete site preparations at the community gardens on the Sauk County Farm.

WHEREAS, Sauk County requested quotes on March 11, 2024 and 1 quote was received by the deadline established on March 20, 2024 at 4:30 PM.

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

WHEREAS, Judd Excavating LLC was selected and approved by the Sauk County Land Resources and Environment Department on March 21, 2024.

NOW THEREFORE, this Agreement is made today, March 21, 2024, by and between Sauk County and Judd Excavating 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 earthwork has been completed, no later than May 1, 2024.

2. RFQ INCORPORATED INTO CONTRACT. The RFQ provided dated March 11, 2024 (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 RFQ, their Quote (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 Quote except as specifically acknowledged as an amendment.

3. FEE FOR WORK PERFORMED. The fee for work performed is \$4,825.

4. STANDARD TERMS AND CONDITIONS. All services shall be performed in accordance with the original RFQ 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.

5. INSURANCE COVERAGE. The Contractor, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring the Contractor and County with minimum coverage as follows: liability coverage for its officers, employees, and agents with policy limits at minimum of \$1,000,000 single

limit and \$3,000,000 aggregate and workers compensation insurance in the following amounts:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

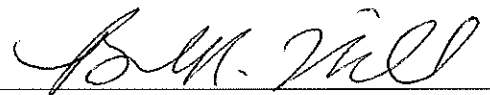
The County shall be named as an additional insured on all insurance policies except workers compensation. The certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage.

6. INDEMNIFICATION. The Contractor agrees to save, hold harmless, defend and indemnify the County and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property, County, State or other, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of the work in connection with this Contract.

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

COUNTY OF SAUK, WISCONSIN

By: _____

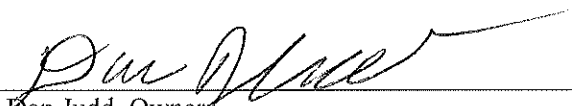

Brent Miller, County Administrator
505 Broadway
Baraboo, WI 53913
(608) 355-3273
brent.miller@saukcountywi.gov

Date: _____

4/15/2024

CONTRACTOR NAME

By: _____


Dan Judd, Owner
Judd Excavating LLC
S5888 Eli Valley Rd
Loganville, WI 53943
608-415-8326

Date: _____

4-12-24