

REQUEST FOR PROPOSALS

Great Sauk State Trail

Project areas, including:

Devil's Lake North Segment
Devil's Lake South Segment
Baraboo Spur

(See Appendix A 'GSST Project Map' for Geographic Locations)

Sauk County Land Resources and Environment Department

Released July 22, 2026

Point of contact: Brian Simmert, Planning & Zoning Manager
505 Broadway
Baraboo, WI 53913
(608) 355-48384
brian.simmert@saukcountywi.gov

Proposal packet due date: Proposal packets must be received and date-stamped as received no later than 3:00 P.M., Central Time, Friday, September 11, 2026. Faxed and emailed bids are not acceptable. Proposal packets or amendments received by Sauk County after 3:00 P.M. Central Time, on Friday, September 11, 2026, regardless of postmark, shall not be considered

All proposals must be sent to: Brian Simmert, Planning & Zoning Manager
Land Resources and Environment Department
505 Broadway
Baraboo, WI 53913

The words "**GREAT SAUK STATE TRAIL**" must be clearly marked on the sealed envelope.

Part 1: Introduction and General Information
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Appx C: Sauk County and City of Baraboo and Town of Baraboo Cooperative Agreement

Part 1: Introduction and General Information

1.1 Introduction/Project Brief. Notice is hereby given that Sauk County will receive proposal packets per specifications until 3:00 P.M., Central Time, September 11, 2026 (Closing). There will be two separate contracts for services: One contract for the Devil's Lake North and South Segments and one contract for the Baraboo Spur. Both contracts will be part of the services awarded to the same primary consultant as part of this RFP. Award of the Baraboo Spur contract is contingent upon designation of the final route by the City of Baraboo and the availability of sufficient funding, as determined by the City. Nothing in this RFP obligates the City of Baraboo to award or execute the Baraboo Spur contract if funding is unavailable or the project does not proceed.

1.2 Specified Services Requested.

Devil's Lake North and South Segments

The primary focus of this project and RFP is the development of the Devil's Lake North and South Segments. The Devil's Lake South Segment is entirely located within the boundaries of Devil's Lake State Park (DLSP). The Devil's Lake North Segment is located primarily in DLSP and ends at the intersection of County Road DL and State Road 113. These two sections will extend the existing Great Sauk State Trail from near the Sauk Prairie State Recreation Area to Devil's Lake State Park. The South Segment will connect Halweg Road to the south shore recreation area, and the North Segment will connect the north shore recreation area to the Baraboo Spur, establishing a connection to the City of Baraboo and to a continuous route for the trail's future westward extension toward Reedsburg. See also the services requested in Section 2.2, Statement of Work.

The Baraboo Spur is in the Town of Baraboo and the City of Baraboo

At the time of this RFP release, the City of Baraboo is undertaking a process to designate the physical location of the Baraboo Spur within its jurisdiction. Once the route is designated, the Baraboo Spur will become an added project under a separate contract for services between the City of Baraboo, Town of Baraboo, and Sauk County. See also the services requested in Section 2.2, Statement of Work.

Temporary construction easements or permanent easements may be required. The consulting engineer designing the trail shall determine what, if any, construction easements are needed for the construction of the Devil's Lake North, South, and Baraboo Spur segments. The services associated with identifying and securing all necessary easements and ensuring compliance with law and federal grant requirements will be the responsibility of the consulting engineer, and these requirements will be required in the subsequent services agreement. Upon securing a construction easement, said easement must be recorded with the Sauk County Register of Deeds.

1.2 Authority.

Sauk County and Wisconsin Department of Natural Resources (WDNR) Land Use Agreement. Under the authority granted by a Land Use Agreement made between the Sauk County and WDNR, Sauk County is seeking a professional services consultant team for design and engineering services with experience in recreational trail structural and civil design in an undeveloped area with diverse terrain, comprehensive construction documentation, construction cost estimation, bidding support, project management, permitting support, public perception management, and sustainable materials utilization to construct the Devil's Lake North and South Segments of the Great Sauk State Trail on state property, otherwise known as the Devil's Lake State Park as a fully constructed trail project. See Appendix B for the Sauk County and Wisconsin Department of Natural Resources (WDNR) Land Use Agreement.

Sauk County and City of Baraboo and Town of Baraboo Cooperative Agreement. Under the authority granted by a Cooperative Agreement made between the Sauk County, the City of Baraboo, and the Town of Baraboo, the three parties are seeking a professional services consultant team with experience in recreational trail structural and civil design in an urban environment, construction cost estimation, project management, permitting support, and sustainable materials utilization to develop 100% plans for the Baraboo Spur as a shovel-ready project. See Appendix C for the Sauk County, City of Baraboo, and Town of Baraboo Cooperative Agreement.

1.3 Definitions. For this Request for Proposals (RFP), the entity submitting the proposal packet will be referred to as the consultant, Sauk County will be referred to as County, Wisconsin Department of Natural Resources will be referred to as WDNR, and the City of Baraboo will be referred to as City. The County, WDNR, and City are referred to as parties in full or in part, depending on the context.

1.4 Contact Information. Questions can be sent electronically to Brian Simmert, Planning & Zoning Manager at brian.simmert@saukcountywi.gov

1.5 Proposal Packet Information. Proposal packets must be received and date-stamped as received no later than 3:00 PM, Central Time, September 11, 2026. Faxed and emailed proposal packets are not acceptable. Amendments to proposal packets received by Sauk County after 3:00 P.M. Central Time, on September 11, 2026, regardless of postmark, may not be considered. Proposal packet submittals shall include eight (8) complete hard copies and four (4) copies in digital form on four separate USB flash drives.

Proposal packets must be addressed to Brian Simmert, Land Resources and Environment Department, 505 Broadway, Baraboo, WI 53913. The words “**GREAT SAUK STATE TRAIL**” must be clearly marked on the sealed envelope.

The County reserves the right to reject any and all proposal packets not in compliance with all prescribed public procedures and requirements, and may reject for good cause any and all consultants upon 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 parties will consider the element of time, will accept the consultant who, in their estimation, will best serve the interests of the parties, and will reserve the right to award the contract to the consultant whose proposal packet presentation is best for the public good. The County encourages the submittal of proposal packets from minority, women, and small business enterprises.

1.6 Tentative Schedule of Events.

July 31, 2026, at 3:00 P.M. Central Time	Mandatory Site Visit RSVP Deadline
August 13, 2026, at 2:00 P.M. Central Time	Mandatory Site Visit
August 21, 2026, at 3:00 P.M. Central Time	Question Period Closed
August 25, 2026, at 3:00 P.M. Central Time	Answer Period Closed
September 11, 2026, at 3:00 P.M. Central Time	Proposal Packet Deadline
TBD – As Needed	Oral Presentation (if needed)
September 25, 2026 (or sooner)	Notice of Apparent Successful Consultant

1.7 Minimum Consultant Qualifications. The consultant must have an active professional license in the State of Wisconsin and must have at least five (5) years of experience in recreational structure design, permitting, trail design, and trail construction. Well-qualified consultants will have experience managing public interest, expectations, and opinions for high-profile projects in public settings, on social media, and during individual conversations with interested people.

1.8 Mandatory Site Visit. All prospective consultants must attend a mandatory site visit of the Devil’s Lake North and South Segments and Baraboo Spur to be eligible to submit a proposal. More than one route for the Baraboo

Spur may be under consideration during the mandatory site visit. Prospective consultants will be shown the routes under consideration. The purpose of the site visit is to allow interested consultants to inspect the site of the future trail, evaluate existing conditions, and gather details necessary for an accurate proposal. Primary consultants will be limited to two attendees, and subconsultants will be limited to one attendee each. Interns and 'staff in training' are encouraged to attend and do not count against the limit. Transportation to each section will not be provided; carpooling is encouraged to reduce vehicle congestion.

Prospective consultants interested in joining the mandatory site visit must RSVP to brian.simmert@saukcountywi.gov by 3:00 P.M. Central Time, on July 31, 2026, with a list of attendees and firms they are representing. The mandatory site visit date is 2:00 P.M. Central Time, on August 13, 2026, at the Devil's Lake State Park Office, located at S5975, Park Road, Baraboo WI 53913.

1.9 Question Period. The final day to submit questions is 3:00 P.M. Central Time, on August 21, 2026. Questions can be sent to brian.simmert@saukcountywi.gov. Subject line must include, "GSST RFQ Question." Questions will not be accepted verbally except during the mandatory site visit.

1.10 Answer Period. The answer period will be throughout the proposal packet procurement period and will officially end at 3:00 P.M. Central Time, on August 25, 2026. Questions submitted and responses will be posted periodically on Sauk County's website at <https://www.co.sauk.wi.us/rfps>. Questions will not be answered in a return email.

Part 2: Summary of Opportunity

2.1 Project Description. When fully completed, the Great Sauk State Trail will be a 37-mile bicycle/pedestrian/hiking trail connecting the future Walking Iron Trail in Dane County to the 400 State Trail in Reedsburg, including requisite spur trails to the City of Baraboo and Village of West Baraboo. It is suggested that interested consultants view the Great Sauk State Trail Master Plan for a detailed description of the master planning process and identification of routes: <https://www.co.sauk.wi.us/parksandrecreation/great-sauk-state-trail>. This opportunity specifically applies to the Devil's Lake Segment referenced in the plan (excluding that part of the proposed trail that parallels Devil's Lake) and the Baraboo Spur.

2.2 Statement of Work.

Utilize the information provided under Section 1.1 Introduction/Project Brief and Section 1.2 Authority for more information to complete the statement of work. As part of the consultant's statement of work, provide cost proposals as follows.

Devil's Lake North and South Segments. Provide cost proposals for the following work:

- Determine the trail location and layout.
- Complete plans for structural and civil design for a fully developed trail that includes a 12-foot bituminous surface with 1-foot graveled shoulders and including possible boardwalks, bridges, and culverts.
- Opinion of probable construction cost estimates.
- All environmental review and permitting.
- Bidding services for construction.
- Construction management.
- Securing all temporary construction easements or permanent easements necessary for the projects, ensuring the legal compliance of those easements, and recording all easements with the Sauk County Register of Deeds.
- The fully developed trail for the Devil's Lake Segments must meet Wis. Admin Code NR 44.07 Recreational use setting subclassifications (3)(h) *Fully developed trail*. A fully developed trail shall be a trail with a

smoothly graded base and a stable, hard surface composed of materials such as asphalt, aggregate or frozen earth. The trail's cleared width, tread width and cuts and fills are not limited, but shall be appropriate for the trail's intended use. To the degree practicable and feasible, fully developed pedestrian trails shall be fully accessible by persons with physical disabilities. Note: This trail will be composed of asphalt.

- The South Segment will be routed completely on DNR land; not in railroad right-of-way.
- The Devil's Lake South Segment is approximately three (3) miles and the North Segment is approximately one (1) mile.

For a fully completed, fully built trail project.

Baraboo Spur. Provide a cost proposal for the following work:

- Confirm feasibility of selected route.
- Complete plans for structural and civil design.
- Opinion of probable construction cost estimates.
- All environmental review and permitting.
- Securing all temporary construction easements or permanent easements necessary for the projects, ensuring the legal compliance of those easements, and recording all easements with the Sauk County Register of Deeds.
- The fully developed trail shall be fully accessible by persons with disabilities as much as practicable.
- The length of the Baraboo Spur will be determined following route selection.

For a shovel-ready trail project.

The cost estimates provided herein shall not encompass the physical construction of the trail. Consultant proposals must acknowledge that a detailed opinion of probable construction cost will be supplied once the structural and civil design documents are finalized.

2.3 Scope of Work. The Scope of Work consists of four phases that apply to each section of the trail described under Section 1.1 Introduction / Project Brief. The phases include Design Development, Construction Documents, Bidding, and Construction Administration. Proposals should address how each phase applies both generally and uniquely to each section.

Planning Design.

Planning Design applies to the Devil's Lake North and South Segments and the Baraboo Spur.

- In the Planning Design Phase, the consultant shall determine the location and layout of trail and provide drawings and other documents necessary to fix and describe the size and character of the trail, for approval by the relevant party(ies) based on jurisdictional boundaries i.e., WDNR at Devil's Lake State Park, City of Baraboo within the city's municipal boundaries, Town of Baraboo within the Town's municipal, and where applicable, Sauk County.

The Design Development Phase includes the following:

- Project Administration. Services consisting of design development and administrative functions, including consultation, meetings, correspondence, and progress design review meetings with the party(ies).
- Document Checking. Review and coordination of documents prepared for the project.

- Permitting Authority Consulting. Consultations, research of critical applicable regulations, and preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from the approving agencies as required.
- Civil/Structural/Site Design. Services consisting of the development of civil/structural/site schematic design documents. This includes, but is not limited to, wetland delineation, topographic surveys, geotechnical surveys, endangered species review, and archeological/cultural review.
- Scheduling. Services consisting of reviewing and updating previously established schedules for the project.
- Cost Estimating. Services consisting of providing a detailed opinion of probable construction costs, including quantity surveys and unit costs of material elements for the project. Costs should also reflect the level of design elements presented in the design development documents, plus appropriate contingencies. Cost estimating at this stage may include options to be reviewed by the parties, with a selected option being made part of the final 100% plans.
- Presentations. Services consisting of appropriate presentation(s) of design development documents by the consultant to elected bodies, stakeholders, and the public.
- Deliverables.
 - Three 22" x 34" hard copies of the Design Development drawings.
 - Design Development opinion of probable construction costs.
 - Electronic copies of all deliverables.

Construction Documents.

Construction Documents apply to the Devil's Lake North and South Segments and the Baraboo Spur.

In the Construction Documents phase, the consultant shall provide the services necessary to prepare Construction Documents consisting of drawings, specifications, and other documents describing the requirements for construction, bidding, and contracting for construction of the project, and based on the Design Development documents. The Construction Document phase includes the following:

- Project Administration. Services consisting of construction documents, administrative functions (including consultation, meetings, and correspondence), and process design review meetings.
- Document Checking. Review and coordination of documents prepared for the project.
- Permitting Authority Consulting. Consultations, research of critical applicable regulations, and preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from the approving agencies as required.
- Civil/Structural/Site Design. Services consisting of the preparation of final civil/structural/site design drawings and specifications based on approved design development documentation required for the project.
- Specifications. Services consisting of activities of development and preparation of bidding documents, conditions of the contract, civil specifications, and compilation of a project manual.

- Scheduling. Services consisting of reviewing and updating previously established schedules for the project.
- Cost Estimating. Services consisting of providing a detailed opinion of probable construction costs, including quantity surveys and unit costs of material elements for the project. Costs should also reflect the level of design elements presented in the design development documents, plus appropriate contingencies. Cost estimating at this stage will reflect 100% plans.
- Deliverables.
 - Three 22" x 34" hard copies of the drawings at 30% and 60%.
 - Outline specifications at 30% and draft specifications at 60%.
 - Three 22" x 34" hard copies of the drawings at 100% stamped and signed by an Engineer of Record.
 - Three hard copies of the 100% specifications stamped and signed by an Engineer of Record.
 - Opinion of probable construction cost estimates at 100%.
 - Electronic copies of all deliverables.

Bidding.

Bidding applies to the Devil's Lake North and South Segments Only.

In the Bidding phase, the consultant, following approval of the Construction Documents by Sauk County and WDNR, the most current statement of opinion of probable construction cost, and verification of requisite funds to complete construction, shall provide services necessary to obtain bids, awarding, and preparing construction contracts. The Bidding phase includes the following:

- Bidding Materials. Services consisting of organizing, coordinating, and handling bidding documents for reproduction, distribution, and retrieval, receipt, and return of document deposits.
- Addenda. Services consisting of the preparation and distribution of addenda as may be required during the bidding process, and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
- Bidding. Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Analysis of Substitutions. Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders before receipt of bids.
- Bid Evaluation. Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
- Deliverables.
 - Respond to pre-bid questions and maintain a record of responses.
 - Host a pre-bid meeting with interested construction firms.
 - Preparation of drawings/responses or other documents required for the issuance of an addenda.
 - Written documentation regarding the evaluation of bids and/or bidder qualifications.

Construction Contract Administration.

Construction Contract Administration applies to the Devil's Lake North and South Segments Only.

In the Construction Contract Administration phase, the consultant shall provide services necessary for the administration of the construction contract. Construction Contract Administration shall include:

- Project Administration. Services consisting of construction contract administration functions, including consultation, conferences, communications, and progress reports.
- Document Checking. Reviewing and checking of documents (required submittals) prepared for the project.
- Construction Administration. Services consisting of processing of submittals, including receipt, review of, and appropriate action on drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to Sauk County, WDNR, contractor, and field representatives as required. Maintain a master file of submittals and related communications.
- Construction Field Observation. Services, including visits to the site at intervals appropriate to the stage of construction or as otherwise agreed, to become familiar with the progress and quality of work and to determine if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. The consultant will schedule and lead pre-construction meetings and periodic meetings throughout construction to assess challenges and progress.
- Documents. Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors. Maintenance of records and coordination of communications relative to requests for clarification. Preparation, reproduction, and distribution of drawings and specifications to describe work to be added, deleted, or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of contracts and coordination of communications, approvals, notifications, and record keeping relative to changes in the work.
- Scheduling. Services consisting of monitoring the progress of contractors relative to established schedules and developing status reports.
- Cost Accounting. Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.
- Project Closeout. Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of detailed inspection of conformity of the work to the contract documents, issuance of a list of substantial completion, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.
- Deliverables.
 - Contractor progress payments.

- Complete records (hard and electronic copies) of all documentation submitted by the contractor.
- Complete records (hard and electronic copies) of all documentation prepared by the consultant.

2.4 Project Schedule. The following schedule represents broad measurable targets for project milestones and completion. Proposal packets should include a more detailed schedule and methodology based on the prospective consultant's approach to the project. Project completion may extend beyond Fall 2028.

Devil's Lake Segment- North

Finalized Signed Contract (Fall 2026)
 100% Design Development (Spring 2027)
 30% Construction Documents (Spring 2027)
 60 % Construction Documents (Early Summer 2027)
 100 % Construction Documents (Mid-Summer 2027)
 Bidding (Fall 2027)
 Construction Contract (Late Fall 2027)
 Grubbing and Clearing (Winter 2027)
 Project Completion (Fall 2028)

Endangered and threatened species avoidance periods may apply per NHI/endangered species review. Consideration will be given to controlling Oak Wilt.

Devil's Lake Segment- South

Finalized Signed Contract (Fall 2026)
 100% Design Development (Spring 2027)
 30% Construction Documents (Spring 2027)
 60 % Construction Documents (Early Summer 2027)
 100 % Construction Documents (Mid-Summer 2027)
 Bidding (Fall 2027 -Based on Funding)
 Construction Contract (Late Fall 2027 -Based on Funding)
 Grubbing and Clearing (Winter 2027 -Based on Funding)
 Project Completion (Goal Fall 2028 -Based on Funding)

Endangered and threatened species avoidance periods may apply per NHI/endangered species review. Consideration will be given to controlling Oak Wilt.

Baraboo Spur

Finalized Signed Contract (Fall 2026)
 100% Design Development (Mid-Summer 2027)
 30% Construction Documents (Late Summer 2027)
 60 % Construction Documents (Fall 2027)
 100 % Construction Documents (Winter 2027)
 Bidding (TBD -Based on Funding – Separate Contract)
 Construction Contract (TBD -Based on Funding – Separate Contract)

Part 3: Proposal Packet Contents

3.1 Proposal Packet Contents. The proposal packet shall be assembled in the following order and with the requested content and page limits. Project Approach, Project Schedule, Work Plan, and Project Budget

Cover Page. Interested consultants shall provide a cover page.

Cover Letter. Interested consultants shall provide a cover letter from the lead project manager(s) introducing themselves and the consultant firm. The letter should generally explain the consultant's understanding of the project, approach to working with clients on projects of this type, and qualifications, showing the consultant's ability to accomplish the project's deliverables. (Limit 1-page)

Table of Contents. Interested consultants shall include a table of contents (Limit 1-page)

Project Approach. Include two separate project approaches: One for the Devil's Lake North and South Segments, and one for the Baraboo Spur, as further noted below (note bold text).

Devils Lake North Segment and Devils Lake South Segment. Interested consultants shall provide a detailed understanding of the Devil's Lake North and South Segments based on the scope of work and information gathered at the mandatory site visit, including technical components and managing public expectations. As part of the project approach, the consultant should present their proposed process to achieve the deliverables **within the context of completing the project on public recreational lands.** (Limit 10-pages)

Baraboo Spur. Interested consultants shall provide a detailed understanding of the Baraboo Spur based on the scope of work and information gathered at the mandatory site visit, including technical components and managing public expectations. As part of the project approach, the consultant should present their proposed process to achieve the deliverables **within the context of completing the project within an urban environment.** (Limit 10-pages)

Total Limit 20 pages

Project Schedule and Work Plan. Include two separate project schedules and workplans: One for the Devil's Lake North and South Segments and one for the Baraboo Spur.

Interested consultants shall provide a work plan with tasks and corresponding months/years to accomplish project milestones. Each task should correspond to a written narrative explaining the purpose of each task and how it contributes to the deliverables. The project schedule should utilize the anticipated project schedule under Section 2.5 as a guideline; however, the consultant should provide a more detailed timeline and outline for the project based on the consultant's understanding and based on experience with similar projects. If selected, it is anticipated that the project schedule and work plan developed under this section will be made part of a final contract, with changes as identified. (Limit 15-pages)

Project Budget. Include a detailed project budget for the Devil's Lake North and South Segments only. A detailed project budget will be requested from the selected consultant following designation of a final route for the Baraboo Spur by the City of Baraboo. The designation of the final route will occur after September 11, 2026, Project Proposal Deadline. Consultants must provide a generalized project budget for the Baraboo Spur in their proposal.

Consultants are required to submit a detailed cost estimate for all identified tasks and sections for the Devil's Lake North Segment and Devil's Lake South Segment. Consultants are required to submit a generalized cost estimate for all identified tasks and sections for the Baraboo Spur. The total proposed budget will not be assigned an independent score; rather, it will be reviewed in context with the work plan and project schedule to evaluate cost appropriateness. Project costs must be presented as three separate parts: Devil's Lake North Segment, Devil's Lake South Segment, and Baraboo Spur. (Limit 10-pages)

Resumes. Interested consultants shall provide consultant staff resumes, including staff resumes for proposed sub-consultants. (Limit 1-page per staff member)

Professional References. The consultants shall provide at least three (3) professional references who can speak to their direct work with the consultant.

Part 4: Consultant Selection

4.1 Determination of Responsiveness. All proposal packets received by the deadline will be reviewed by the point of contact to ensure the packets contain all of the information required by this RFP. Only complete proposal packets that meet the requirements will be forwarded for further review. Any proposal packet submitted by a consultant that does not contain all of the required information or any consultant who does not meet the mandatory qualifications or has not attended the mandatory meeting will be rejected as non-responsive and will be removed from further evaluation. However, the point of contact has the right to waive, and/or seek correction of minor informalities that do not alter the content of the submitted qualification packet.

4.2 General Evaluation Provisions. The evaluation process is designed to award a contract to a consultant with the best quality attributes based on the selected evaluation criteria. Evaluations will be conducted by the evaluation team, which consists of up to two representatives from the City of Baraboo, up to three representatives from WDNR, and up to three representatives from Sauk County. If, at the conclusion of the evaluation process, the evaluations agree on a single best-qualified consultant, that consultant will be identified as such. In the event of a tie, the representatives will conduct a formal consensus process to make a final decision

Evaluators will only evaluate the material contained in each proposal packet for the section represented and noted above and will not incorporate outside material into their determinations. Each evaluator has sole discretion over his or her final scores

4.3 Evaluation Breakdown. The following 100-point scoring table will be used to evaluate prospective consultants.

Evaluation Criteria / Required Material	Maximum Possible Points
Cover page	Pass/Fail Basis – no points
Cover Letter	10 points
Table of Contents	Pass/Fail Basis – no points
Project Approach	60 points
Project Schedule and Workplan	30 points
Project Budget	Pass/Fail Basis – no points
Resumes	Pass/Fail Basis – no points
Professional References	Pass/Fail Basis – no points

4.4 Oral Presentations May Be Required. Oral presentations, if considered necessary by the evaluators, may be utilized in selecting the most qualified consultant. The evaluators will invite the top-scoring consultant(s) to schedule a date, time, and location for an oral presentation. Commitments made by the consultant at the oral presentation, if any, will be considered binding.

4.5 Debriefing of Unsuccessful Consultants. Consultants who submitted a qualification packet will be given the opportunity for a debriefing conference. The point of contact must receive the request for a debriefing conference within three (3) business days after notification of the successful consultant is sent by email. The debriefing shall be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting consultant's response, including factors considered in the evaluation of that response and the consultant's performance concerning the solicitation requirements. Comparisons between submitted proposal packets or evaluations of packets will not be allowed. Debriefing conferences may be conducted in person, electronically, or on the telephone and will be scheduled for a maximum of thirty (30) minutes. Debriefing conferences will only be attended by Sauk County staff.

4.6 Procurement Records Disclosure. A consultant may request copies of the solicitation and evaluation documents or may inspect the solicitation and evaluation documents in order to make a decision about the efficacy of making a protest. Such a request must be in writing and sent to the point of contact. The point of contact will respond within five (5) business days of receipt of the request.

The requested documents will either be sent to or made available to the requesting consultant, except for any portions of the documents that have been identified as proprietary information. If more time is needed, Sauk County will inform the requester of the date the requested documents will be available.

4.7 Protests. The point of contact will not accept any protest before the announcement of the apparent successful consultant.

Protests are only available to consultants who submitted a proposal packet response to this RFP and who participated in the debriefing conference. The point of contact must receive a protest within five (5) business days of the debriefing.

Part 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 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.

5.9 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.

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
<u>Automobile:</u> (Combined single limit)	\$1,000,000.00
<u>Excess Liability:</u> (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 postpaid 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 Propriety information on the "Trade Secret, Confidential and Proprietary Information Form" Proposer shall, at is 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 trader 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 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.

GSST DEVIL'S LAKE SEGMENT - NORTH

Conceptual Route: Location and layout of trail is to be determined during the design and development phase.

LEGEND

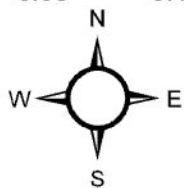
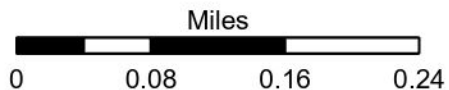
- ✕ Road Crossing
- ★ Trailhead
- Railroad
- ▬ Road ROW
- ▭ Municipal Boundaries
- ▬ Protective Easement

Trail Route

- ▬ Baraboo Spur
- ▬ Devil's Lake Segment - North
- ▬ Devil's Lake Segment - South

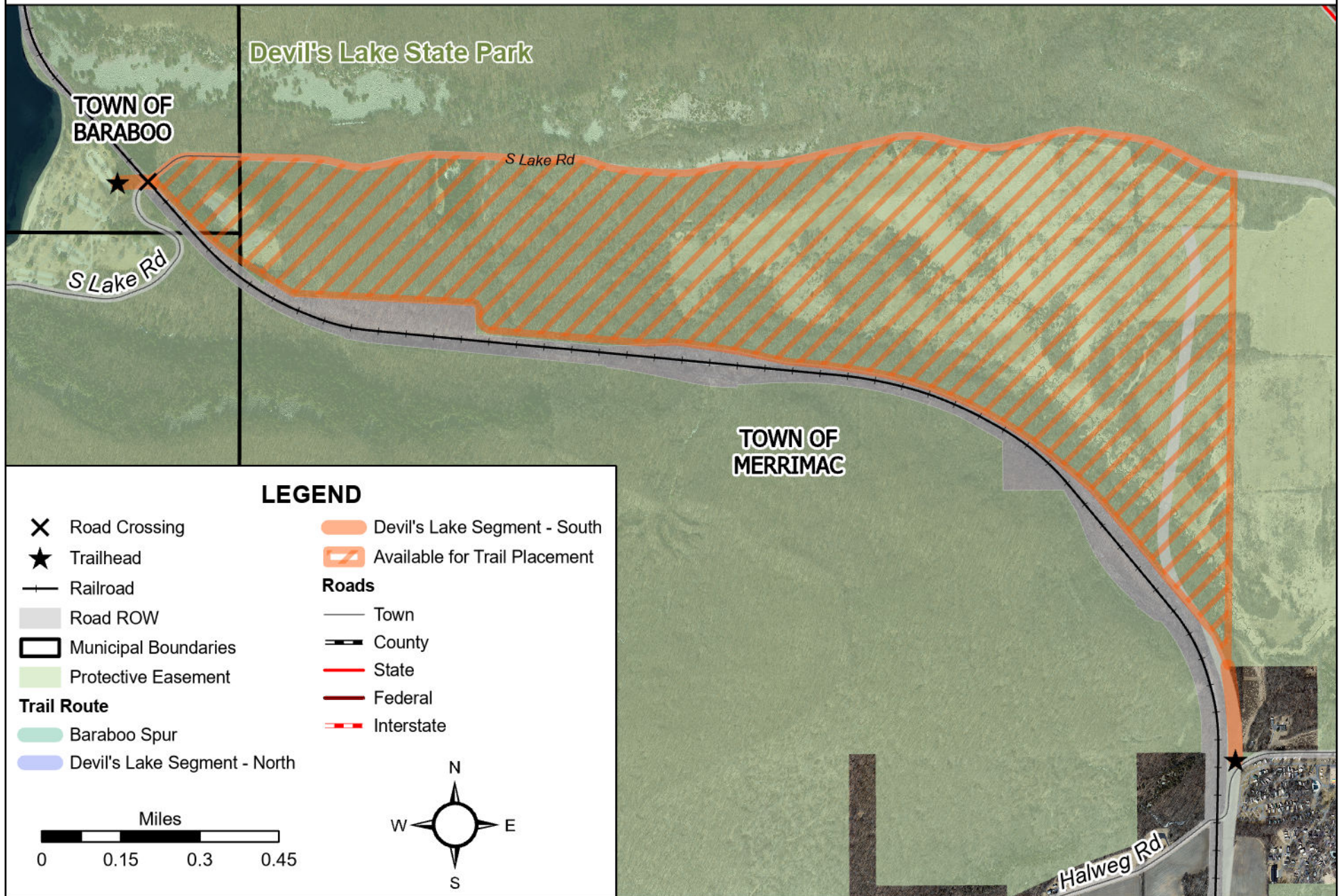
Roads

- ▬ Town
- ▬ County
- ▬ State
- ▬ Federal
- ▬ Interstate



GSST DEVIL'S LAKE SEGMENT - SOUTH

Conceptual Route: Location and layout of trail is to be determined during the design and development phase.



BARABOO SPUR

Appendix A

LEGEND

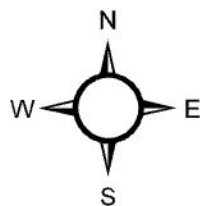
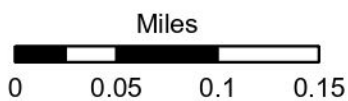
- ✕ Road Crossing
- ★ Trailhead
- Railroad
- Road ROW
- ▭ Municipal Boundaries
- Protective Easement

Trail Route

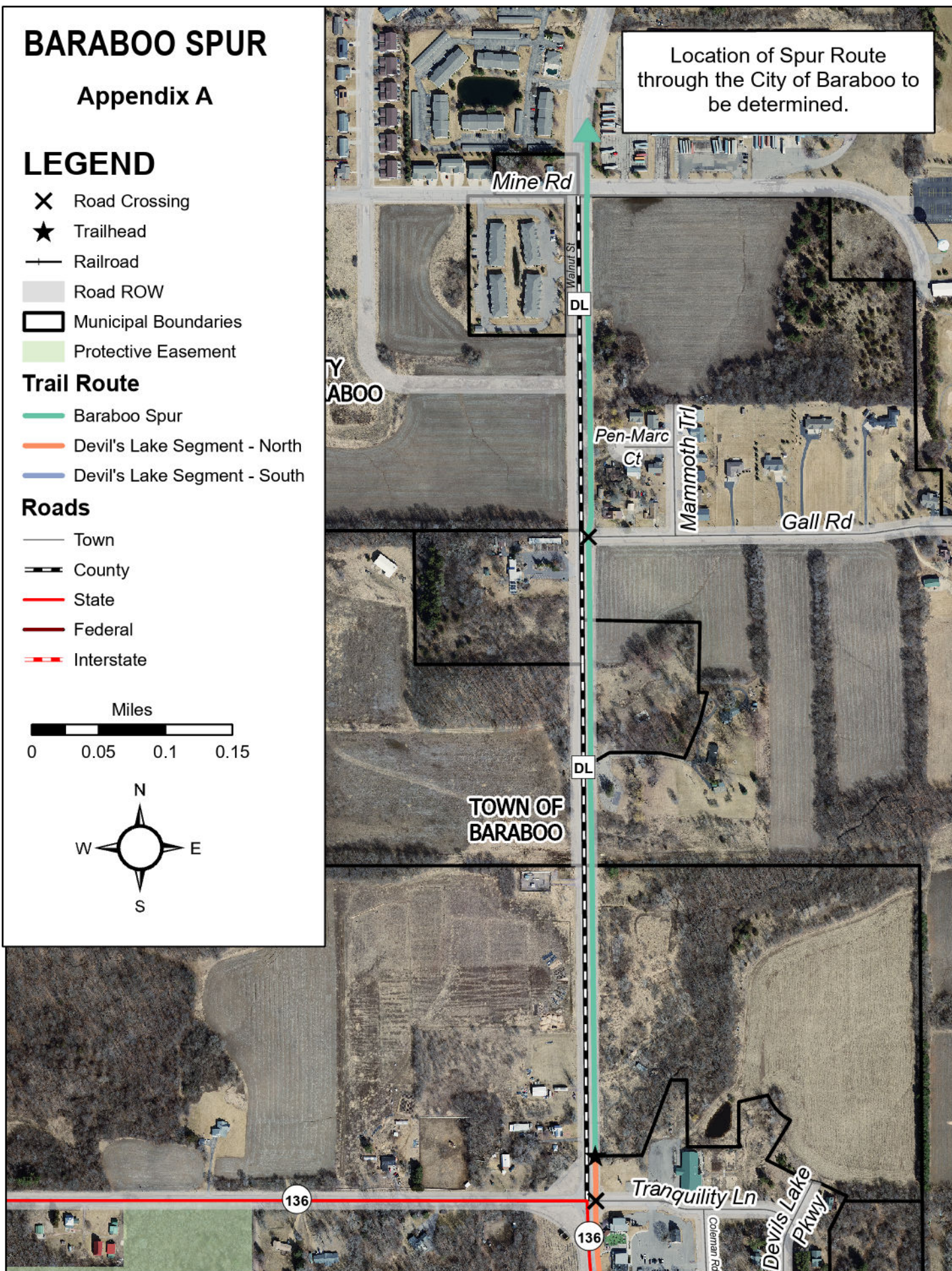
- Baraboo Spur
- Devil's Lake Segment - North
- Devil's Lake Segment - South

Roads

- Town
- County
- State
- Federal
- Interstate



Location of Spur Route through the City of Baraboo to be determined.



APPENDIX B

Document Number	Document Title
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State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

LAND USE AGREEMENT (5 Year and Under)

Section 23.09(2)(h), Wis. Stats.
Form 2200-118c
Rev. 03/2025

THIS LAND USE AGREEMENT (Agreement) is made by and between the State of Wisconsin Department of Natural Resources (Owner) and Sauk County (Permittee).

RECITALS

WHEREAS, the Owner owns certain real property located in Devil's Lake State Park (Park) in the **SE ¼ of the NE ¼ of Section 14, and SW ¼ of NW ¼, NW ¼ of SW ¼, and NE ¼ of SW ¼ of Section 13, and SE ¼ of the SE ¼ of Section 24, T. 11 N., R. 6 E., Town of Baraboo, and the SW ¼ of the SE ¼, SE ¼ of the SW ¼, and SW ¼ of the SW ¼ of Section 19 and the SE ¼ of the SE ¼, NE ¼ of the SE ¼, NW ¼ of the SE ¼, SW ¼ of the NE ¼, SE ¼ of the NW ¼, SW ¼ of the NW ¼, and the NW ¼ of the NW ¼ of Section 29 and the NE ¼ of the NE ¼, NW ¼ of the NE ¼, NE ¼ of the NW ¼, NW ¼ of the NW ¼ of Section 30, T. 11 N., R. 7 E., Town of Merrimac, Sauk County, Wisconsin**, that is further depicted on the attached Exhibit A and referred to in this Agreement as the Premises;

WHEREAS, the Permittee desires to design and construct a new segment of the Great Sauk State Trail (Trail) on the Premises; and the Permittee shall develop the Trail to connect to the North Shore and South Shore Day Use Areas at the Park following the approximate trail alignment as shown in Exhibit A.

WHEREAS, the Trail shall have a paved asphalt surface with possible boardwalk sections, bridges, culverts or other trail infrastructure that is suitable for bicyclists, in-line skaters, walkers and joggers, consistent with the recreational uses that are allowed on existing segments of the Trail located outside of the Park.

WHEREAS, the Owner is willing to allow the design and construction of the Trail on the Premises under the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration of mutual benefit, the sufficiency of which are hereby acknowledged, the Owner and Permittee agree to the following terms and conditions:

1. **Purpose.** Owner agrees that Permittee may design and construct the Trail located on the Premises.
2. **Parties.** The terms Owner and Permittee, when used herein, shall mean either singular or plural, as the case may be, and the provisions of this Land Use Agreement shall bind the parties mutually, as well as their employees, agents and legal representatives.
3. **Term.** This Agreement shall be in effect for a five (5) year period commencing on the date of execution of this Agreement and terminating five (5) years after.

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Land - LF/6
P.O. Box 7921
Madison, WI 53707-7921
(LaTS:)

Parcel Identification Number (PIN):

4. **Termination.** The Owner may terminate this Agreement by providing 30 days' written notice to Permittee if the Owner determines that the continued use of the Premises by the Permittee will interfere with the future management objectives of the Owner. If the Owner determines that Permittee breached any term or condition contained in this Agreement, Owner may terminate the Agreement immediately.

The Permittee may terminate this Agreement by providing 30 days written notice to Owner if Permittee determines that it is unable or unwilling to complete the project. Prior to any termination by the Permittee, the Permittee shall leave the Premises in a safe and usable condition.

5. **Non-Assignment.** Neither this Agreement nor any right or duty in whole or in part by the Permittee under this Agreement may be assigned, delegated or subcontracted without the prior written consent of the Owner.
6. **Maintenance.** The Permittee shall maintain the Premises in a safe condition at all times.
7. **No Parking or Storage.** The Permittee shall not park or store any vehicles or equipment on the Premises at any time unless prior written approval is obtained from Owner.
8. **Construction.** The Permittee has or shall submit for approval to the Owner a plan describing the intended placement or construction of any items on the Premises. No deviations from this approved plan shall be allowed except with the prior written approval of the Owner. Within ten (10) days after the termination of this Agreement, the Permittee shall remove all structures placed on the Premises. If the Permittee's structures remain on the property more than 10 days after termination, (1) title to the structure(s) shall vest in the Owner, or (2) the Owner may remove the structure and the Permittee shall reimburse Owner for all removal costs within thirty (30) days of billing.
9. **Signage.** Any signs, postings and other markers proposed by Permittee to be located on the Premises shall be approved by the Owner prior to placement.
10. **Vegetative Management.** No cutting or trimming of trees shall be done without the prior written approval of the Owner, except for dead and down trees that obstruct passage of the Premises may be removed without such written approval. Any trees removed from the Premises remain the property of the Owner. All trees having commercial value including firewood shall be cut in standard lengths and be piled at a location on the Premises designated by the Owner. All stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner. Use of pesticides and herbicides during construction shall only be allowed with the prior written approval of the Owner. Any pesticides or herbicides used during construction must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Permittee shall report to the Owner at least annually, the chemicals that are applied on the Premises including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.
11. **Public Use.** The Permittee understands that the Premises are open to the public. The Premises are open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record.
12. **Indemnity.** Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, contractors, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Easement. It is not the intent of either party to waive,

limit or otherwise modify the protections and limitations of liability found in Wis. Stat. s. 893.80 or any other protections available to the parties by law.

13. **Prohibitions.** The Permittee shall not allow grazing on the Premises. The Permittee shall not disturb or harass wildlife or disturb wildlife habitat on the Premises.
14. **NR 45 Enforcement.** The Owner retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.
15. **Hunting and Fishing.** This Agreement does not give the Permittee, its guests, members or agents, any rights pertaining to hunting, fishing, or trapping. These rights remain under the control of the State of Wisconsin.
16. **Non-Discrimination.**
 - a) In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental handicap as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
 - b) If the Permittee employs 50 or more employees and engages in work on the Premises that is estimated to cost fifty thousand dollars (\$50,000) or more, Permittee acknowledges they have a written affirmative action plan in place and upon request will provide it to the Owner.
17. **Entire Agreement.** This Agreement, together with the specifications in any required plan and its referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Agreement or other written documentation, signed by both parties at least 30 days prior to the ending date of this Agreement.
18. **Notices.** With the exception of emergency notice provided to the Property Manager, all notices or other writings this Agreement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or through regular commercially available overnight delivery service with proof of delivery as follows:
 - a) To the Owner: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, 101 South Webster Street, Madison, WI 53707.
 - b) To the Permittee: Sauk County, Director of Land Resources and Environment, 505 Broadway, Baraboo, WI 53913
19. **Invalidity.** If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

20. **Enforcement.** It is intended that this Agreement shall be construed as being adequate and legally enforceable. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.
21. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
22. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
23. **Additional Conditions.** Additional terms and conditions that apply to this Agreement are enumerated below:
 - a. Prior to Permittee's use, Permittee and/or Permittee's contractor will provide the Owner with a Certificate of Insurance, demonstrating adequate liability coverage and naming the Owner as an additional insured. Said liability insurance policy shall be in the amount of \$1,000,000 single limit per occurrence including coverage of \$1,000,000.00 for bodily and personal injury and \$50,000 for property damage so that the Owner will be protected from any liability arising out of the performance of Permittee or Permittee's contractor's work under this Agreement.
 - b. If contract price for work under this Agreement exceeds \$150,000 the Permittee's contractor shall furnish a performance bond in an amount equal to 100% of the contract price as security for the faithful performance of the project and also a payment bond in an amount equal to 100% of the contract price or in a penal sum not less than that prescribed by state or local law as security for the payment of all persons performing labor on the work under the contract and furnishing materials in connection with this Agreement. The performance bond and payment bond may be in one or in separate instruments in accordance with state or local law. Before final acceptance, each bond must be approved by the Permittee.
 - c. The Owner grants the Permittee and/or Permittee's contractor access to the Premises for any site investigations necessary for design or construction purposes. The Permittee shall provide notification to the Owner prior to any site investigations.
 - d. The Permittee shall work with the owner on the design and construction plans and provide an updated project timeline routinely throughout the project. The plans shall comply with any applicable standards mandated by state or federal law.
 - e. The Permittee agrees that the project scope for the Trail includes the design and development of both segments going into the South Shore and North Shore Day Use Areas at the Park as depicted in Exhibit A. No deviations from the project scope or dividing the project into smaller phases shall be allowed except with the prior written approval of the Owner.
 - f. The Permittee shall provide the Owner with design and construction updates in writing at least quarterly to the Property Manager throughout the duration of this Agreement.
 - g. The Permittee shall work with the Owner to notify the public of any construction plans and may participate in or conduct public meetings the Owner determines are necessary for the construction of the Trail on the Premises.
 - h. Permittee will be responsible for construction oversight and coordination and will provide opportunity for Owner input.
 - i. The Permittee shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, and/or reinstallation, of the trail including, without limitation, zoning, building, health, environmental permits or licenses. The Permittee shall indemnify the Owner against payment of the costs therefore and against any fines or penalties that may be levied for the Permittee's failure to procure or to comply with such permits or licenses, and the Permittee shall pay any

- remedial costs to cure violations of federal, state, or local laws. The Owner agrees to cooperate with the Permittee in securing any such permits or licenses by providing information and data upon request.
- j. The Permittee will restore the Premises outside of the Trail to its original condition upon completion of construction.
 - k. The Owner shall work with the Permittee to identify funding sources that Permittee may use for the design and/or construction of the trail.
 - l. The Owner agrees to pay up to \$49,500 to Sauk County for construction costs upon receipt of billing from Sauk County. The Owner's obligation is contingent on availability of funds.
 - m. An annual meeting or more frequent as necessary between the Permittee and Owner will take place to review design and construction progress or other items needing attention or approvals and to exchange ideas and information for the good of the project.
 - n. Following the construction of the trail to the plans and specifications by the Permittee and approved by the Owner, the Owner shall be responsible for all ongoing annual maintenance. The Owner and the Permittee may negotiate a future agreement for the maintenance of the Trail, which may allow the Permittee to perform major maintenance or replacement of infrastructure including but not limited to bridges, boardwalks, culvert replacements and asphalt resurfacing or replacement. Said future agreement shall be executed upon mutual consent and shall not be unreasonably withheld.
 - o. This Agreement shall not be construed as creating a public debt on the part of the Owner in contravention of Article VIII of the Wisconsin Constitution and any and all payments or obligations herein are subject to the availability of future appropriations.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Permittee and Owner hereby accept and consent to the terms and conditions of this Agreement.



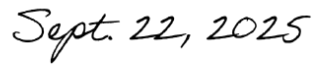
Lisa Wilson, Sauk County Administrator

*Permittee



Date

State of Wisconsin
Department of Natural Resources
For the Secretary



Paul Zajackowski, Parks & Recreation District Supervisor

* Program Signatory

Date



9-29-2025

Michael LaBissoniere

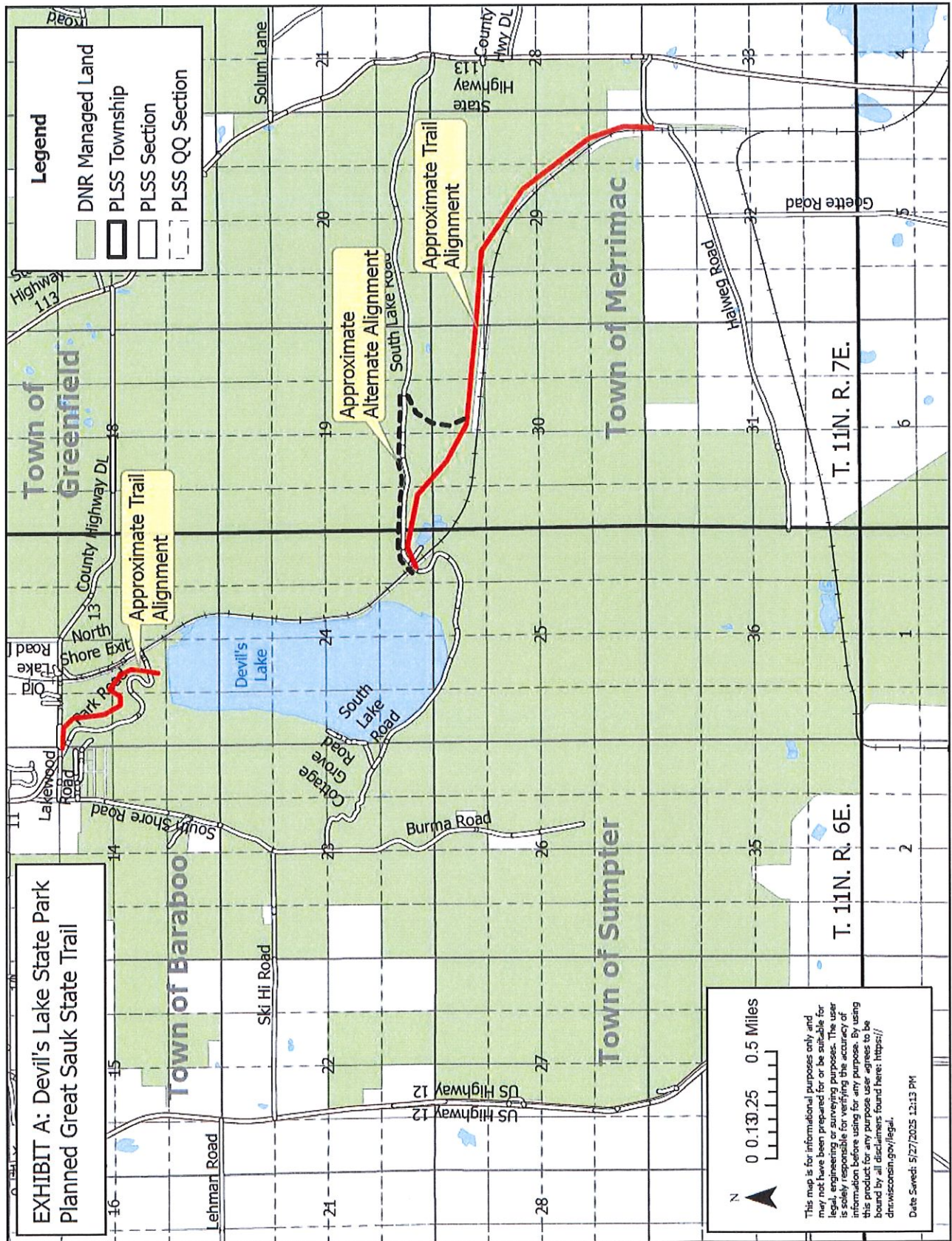
*Real Estate Specialist

Date

*please print name

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

Exhibit A



COOPERATIVE AGREEMENT

**Between
Sauk County, Wisconsin
and
City of Baraboo and Town of Baraboo**

FOR THE GREAT SAUK STATE TRAIL BARABOO SPUR

PROJECT TITLE: Cooperative Planning, Construction, and Maintenance of the Great Sauk State Trail Baraboo Spur.

This Agreement is made and entered into between Sauk County (County), the City of Baraboo (City), and the Town of Baraboo (Town), all municipal corporations and political subdivisions of the State of Wisconsin, collectively referred to as “parties.”

ARTICLE I – BACKGROUND AND OBJECTIVE

Objective: Develop the Baraboo Spur connecting the Great Sauk State Trail to Downtown Baraboo, which will provide a nonmotorized transportation facility to be primarily utilized by pedestrians and bicyclists.

Background: Developing the Baraboo Spur has been factually recognized by the governing bodies of the parties, and all parties agree that the project is a priority infrastructure project that deserves diligent effort to complete design and engineering plans as an initial step, followed by trail construction.

Sauk County

The Sauk County Board of Supervisors unanimously adopted the Great Sauk State Trail Master Plan in July 2024. The Plan identifies a preferred and alternate route that connects the built trail in the Sauk Prairie area to the 400 State Trail in Reedsburg. The Plan intends that the final construction of the trail will accommodate a 10-12 foot bituminous paved shared-use transportation facility that will be physically separated from vehicular traffic as much as possible. One of the project goals, as expressed in the plan, is to provide a regional recreational trail experience connecting multiple communities; however, where the trail is located in incorporated areas, it is anticipated that the trail will also serve as an alternative transportation option to traditional vehicular options to access local destination businesses and attractions by residents and recreational trail users alike.

The planning process that led to the development of the Great Sauk State Trail Master Plan included a significant amount of involvement from the affected municipalities, state agencies, and other stakeholder groups to develop, review, and refine the plan. The plan identified Sauk County as the primary sponsor of the planning process and continued plan implementation through coordination with affected municipalities and state agencies, leading to a fully constructed trail.

Specifically, the plan more particularly identifies a route and recommendations by segment. This Agreement, more particularly, applies to the Baraboo Segment, attached in map form in Appendix A, which includes the Baraboo Spur, as shown in map form in Appendix A. Also attached as part of Appendix A is Sauk County’s adoption resolution.

City of Baraboo

The City of Baraboo Common Council unanimously approved the Bicycle and Pedestrian Master Plan in January 2026. The master plan highlights the desire to establish a working relationship between the County and City, with the first step being securing an intergovernmental agreement. The City's adoption resolution is attached as Appendix B.

Town of Baraboo

The Town of Baraboo Board approved a resolution supporting the route depicted by the Baraboo Segment, including the route for the Baraboo Spur, in October 2025, attached hereto as Appendix C.

ARTICLE II - AUTHORITY

As it relates to the development, construction, operation and maintenance of the Great Sauk State Trail, the following references and obligations noted herein apply: Wis Stat. §59.03 references the County's organizational and administrative power. Wis Stat. § 66.0301(2) refers to the authorizing cooperation between municipalities and obligations therein. Wis Stat. § 23.175(2)(b) encourages other state agencies, political subdivisions, organizations and individuals to participate in planning, establishing, developing and maintaining state trails. Wis Stat. § 23.17(3)(a) encourages other state agencies, municipalities, organizations and individuals to participate in planning, establishing, developing and maintaining the Great Sauk State Trail.

ARTICLE III - STATEMENT OF WORK

All parties agree to perform their respective responsibilities as identified in the work areas below. In addition, each program under this Agreement will be further defined with more detail through future task agreements with each municipality, including background and objectives, statements of work, and budgets developed cooperatively between the parties, and approved by key officials from each municipality, where applicable. This Agreement shows substantial involvement by Sauk County to coordinate and facilitate the completion of tasks. The level of substantial involvement for specific task agreements may vary with each municipality and may be implemented in whole or in part by the respective municipality.

To ensure any one party's accountability to each of the other parties, and to guarantee the timely and complete performance of each party's respective tasks as assigned through this Agreement and any future task agreements, the parties hereby agree that the County and City will be responsible for a portion of the costs and services described herein. The City will be responsible for all costs of planning, development, and construction related to the Spur Trail beginning at the intersection of Highway DL and Mine Road and ending at the Baraboo River. The County will be responsible for all costs of planning, development, and construction related to the primary trail south of the geographic line at Highway DL and Mine Road. Sauk County will be responsible for the payment of vendor invoices and accounting for project costs. The City will provide final payment of their agreed upon contribution to the County no more than 30 days from the date of invoice by Sauk County following completion of the project described herein, or upon the payment of an individual invoice associated with the project by the County, after subsequent invoicing to the City for that portion of the project.

If the City fails to perform any service or project task expressly assigned to it under this Agreement or an applicable task agreement, and such failure continues for thirty (30) days after written notice from the County, the County may perform such service or task. The City shall reimburse the County for the actual, reasonable, necessary, and documented costs incurred in performing the service or task, provided that the County submits supporting documentation reasonably sufficient to verify such costs. The City shall have

the right to review and dispute any such costs. Any dispute shall be made in good faith and shall identify, with reasonable specificity, the basis for the dispute. The County shall have no obligation to complete or fund construction of any trail spur segment assigned to the City or Town if the City or Town elects not to complete such segment after the effective date of this Agreement or any applicable task agreement.

A. Communication, Collaboration and Cooperation: Effective communication, collaboration and cooperation are a crucial component to the project. Establishing trust and transparency while maintaining a positive and productive working relationship between and among the municipalities and the county are equally important and must be maintained throughout the project, and are of particular importance when managing public expectations.

1. The County shall provide communication services such as, but not limited to, the following:
 - a. Develop and implement communication and public participation strategies for the public and stakeholders, as needed, as well as efforts aimed at ensuring consistency with trail routing objectives and recognized future trail users.
 - b. Coordinate communication and public relations initiatives among the municipalities, the public, and the media.
 - c. Develop and prepare progress reports at regular intervals to be distributed to the municipalities and, in particular, to the elected bodies.
2. The municipalities shall provide communication services such as, but not limited to, the following:
 - a. Assist with the development and implementation of communication and public participation strategies for the public and stakeholders, as well as efforts aimed at ensuring consistency with trail routing objectives and recognized future trail users.
 - b. Share information as appropriate with the County to be disseminated to stakeholders and the public.
 - c. Contribute information to progress reports at regular intervals to be distributed to the municipalities and, in particular, to the elected bodies.

The parties shall attempt to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the Town, City, and County Administrators. To initiate a negotiation, a party shall give the other parties written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of the notice, the administrators shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. If the dispute has not been resolved by negotiation as provided herein within 45 days after delivery of the initial notice of negotiation, or if the parties failed to meet within 30 days, the parties shall endeavor to settle the dispute by mediation under the [CPR Mediation Procedure](#) currently in effect as of the date of mediation, provided, however, that if one party fails to participate as provided herein, the other parties can initiate mediation prior to the expiration of the 45 days. A mediator will be selected by agreement of the three parties, and if a mediator cannot

be agreed upon, a panel of three mediators will be selected, with each party designating its chosen mediator.

3. Both the County and City shall provide communication and collaboration services such as, but not limited to, the following:
 - a. Coordinate messages and information consistently to the public and stakeholders.
 - b. Cultivate and participate in partnerships with other agencies, Downtown Baraboo, Inc, Friends of the Great Sauk State Trail, Wisconsin Department of Natural Resources, and related organizations.
 - c. Provide support services and facilities for meetings and public participation events.

B. Spur Route Evaluation: This Agreement provides for a detailed map showing the location of the Baraboo Spur. It is understood that due to unforeseen circumstances during the engineering and design phase, the exact route may be adjusted. Any adjustment must be agreed upon by Sauk County and Town of Baraboo for that part of the spur commencing at the intersection of Highways 136 and DL and ending at the intersection of Highway DL and Mine Road. Any adjustment for that part of the spur commencing at the intersection of Highway DL and Mine Road and ending at the Baraboo River will be solely made by the City of Baraboo.

1. Technical Assistance:

- a. The County will provide technical assistance throughout the project, and where necessary, coordinate assistance with respective public professionals and stakeholders for the Spur Trail. The County will include the respective party(ies), where applicable.
- b. It will be necessary to contract with a consulting engineer for trail design and engineering technical assistance to develop complete construction plans. The County will coordinate the search and selection process in accordance with the parties' financial policy and will be responsible for retaining and administering the consulting engineer's work and reimbursement on behalf of the municipalities.
- c. The County will be responsible for costs for a consulting engineer to complete trail design and engineering plans for the section of trail described as beginning at the intersections of Highways 113 and DL and ending at the intersection of Highway DL and Mine Road. The City will be responsible for costs for a consulting engineer to complete trail design and engineering plans for the section of trail described as beginning at the intersection of Highway DL and Mine Road and ending at the Baraboo River. The Town will not be responsible for any costs whatsoever; the Town will have an advisory role for that part of the spur located beginning at the intersections of Highways 113 and DL and ending at the intersection of Highway DL and Mine Road. See Appendix D, which shows the agreed-upon location of the Baraboo Spur by the parties, including geographic financial responsibility.

2. Acquisition of Easements (if needed):

- a. Temporary construction easements or permanent easements may be required. The consulting engineer designing the trail shall determine what, if any, construction easements are needed for the construction of the Spur Trail. The services associated with identifying and securing all necessary easements, and ensuring compliance with law and federal grant requirements, will be the responsibility of the consulting engineer, and these requirements will be required in the associated RFP and subsequent services agreement. The Town, City, and County hereby agree to provide all necessary support to the consulting engineer in securing such easements. Upon securing a construction easement, said easement must be recorded with the Sauk County Register of Deeds.

C. Spur Trail Design, Engineering and Construction: Upon adoption of this Agreement by the parties, the next phase of project development includes the formation of detailed trail design and engineered plans that meet standard specifications and ADA compliance, where applicable. Any reason for not meeting ADA compliance shall be documented.

1. Design and Engineering:

- a. The County will be responsible for developing and administering a request for proposals or request for qualifications to solicit and retain a consulting engineering firm to provide and prepare preliminary design and final design plans, specifications, and special provisions for the Spur Trail. The selection of a consulting engineering firm will be made jointly by the County and the City, utilizing a scored selection matrix. The Town will be allowed to submit feedback on the proposal received, to be considered by the County and City as part of their review. It is understood that the Request for Proposals will also include a section of trail located at Devils Lake State Park, and that the same or a different consultant may be selected for the Baraboo Spur.
- b. The County and City shall contribute financially to the preparation of preliminary design and final design plans, specifications, and special provisions, based on their geographic responsibility expressed under Section B Spur Route Evaluation 1.C. Payment for such services shall be tendered in accordance with Article III above.

2. Construction:

- a. The primary purpose of this Agreement is to secure a complete set of engineered plans for the Baraboo Spur. This section will be developed at a future date, pending the completion of engineered plans and the identification/securing of funds for the construction of the spur trail.

ARTICLE IV - MAINTENANCE

A. Post Trail Construction Routine Maintenance: Once the Spur Trail, or parts thereof, are constructed and fully operational, bituminous surface maintenance of the trail and areas around the trail to maintain the trail in a serviceable condition will be partially the responsibility of Sauk County and the City of Baraboo.

1. Maintenance Responsibilities:

- a. The City of Baraboo agrees to be solely responsible for the costs of all routine maintenance incurred under this Agreement for their portion of the Spur Trail described as beginning at the intersection of Highway DL and Mine Road and ending at the Baraboo River. This responsibility includes incorporating additional parts of the Spur Trail following the contiguous annexation of land on both sides of Highway DL. Routine maintenance includes the following or substantially similar activities:
 - i. Snow and ice removal from the trail surface.
 - ii. Collecting/removing nuisance or obstructive debris (waste, tires, appliances, trash, trees, brush, litter, sand, soil, etc.) within the trail corridor.
 - iii. Chemical spraying of vegetation on trail shoulders.
 - iv. Removing graffiti or repairing vandalism.
 - v. Pruning, cutting, and removing overhanging and encroaching trees and other nuisance or obstructive vegetation.
 - vi. Mowing or string line trimming of turfs and shoulders.
 - vii. Replacing/repairing detectable warning plates.
 - viii. Replacing/repairing directional signs and posts.
 - ix. Replacing/repairing crosswalk markings/signs.
 - x. Replacing/repairing light fixtures, bulbs, casings, glass, and poles.
Cleaning public structures or facilities offered or available for trail users unless responsibility is specific.
- b. Sauk County agrees to be solely responsible for the costs of all routine maintenance incurred under this Agreement for that portion of the spur located as beginning at the intersections of Highways 113 and DL and ending at the intersection of Highway DL and Mine Road. Upon annexation of lands on both sides of Highway DL, all maintenance responsibilities will be automatically transferred to the City. Routine maintenance includes the following or substantially similar activities:
 - i. Collecting/removing nuisance or obstructive debris (waste, tires, appliances, trash, trees, brush, litter, sand, soil, etc.) within the trail corridor.
 - ii. Chemical spraying of vegetation on trail shoulders.
 - iii. Removing graffiti or repairing vandalism.
 - iv. Pruning, cutting, and removing overhanging and encroaching trees and other nuisance or obstructive vegetation.
 - v. Mowing or string line trimming of turfs and shoulders.
 - vi. Replacing/repairing detectable warning plates.
 - vii. Replacing/repairing directional signs and posts.
 - viii. Replacing/repairing crosswalk markings/signs.
 - ix. Replacing/repairing light fixtures, bulbs, casings, glass, and poles.
 - x. Cleaning public structures or facilities offered or available for trail users unless responsibility is the specific.

2. Maintenance Details:

- a. The trail shall be maintained at its full constructed width, free from encroachments or obstructions that reduce the usable trail surface.
- b. Brush must be cleared from an area two (2) feet outside the trail edge, and a minimum vertical clearance of ten (10) feet shall be maintained above the trail.
- c. The responsible jurisdiction under Article IV A.1. a and b shall respond within seven (7) days of notification with a plan to correct any maintenance deficiencies observed and/or reports by another party. Hazardous situations shall be corrected immediately upon receiving reasonable notice.
- d. Routine maintenance required by this Agreement shall be provided at reasonable intervals.
- e. Any item not identified as routine maintenance shall be the responsibility of the County for those parts of the spur trail located as beginning at the intersections of Highways 113 and DL and ending at the intersection of Highway DL and Mine Road and the City for those parts of the trail located in the City, including, but not limited to, bituminous surface maintenance and reconstruction, which will be maintained in a serviceable condition.
- f. All trail maintenance shall be performed in accordance with all applicable best management practices for recreational trails.

ARTICLE V - FUNDING

A. Municipal Funding: It is anticipated that local municipalities include funding for trail construction within their respective capital improvement plans.

1. Local Contribution:

- a. a. Direct financial contributions by the parties for project engineering and construction are not required under this Agreement. The parties acknowledge that direct financial contributions may be necessary to achieve full project completion; however, neither party commits to any specific financial contribution until project scope, cost estimates, and funding needs have been identified and evaluated. Such financial contributions will be more clearly delineated in a future task agreement or cost addendum after the completion of the RFQ/RFP. It is understood that the Town is exempt from providing any financial contribution.

B. Grants and other Funding Sources: It is understood that in order to realize construction of the trail, grant funding will be required and other forms of funding should be pursued. Such grant funding will be issued to the County in accordance with the payment management provisions of Article III of this agreement, but the City and Town's costs will be adjusted on a prorated basis in accordance with the applicability of such grants to the City and Town's responsibilities and trail sections contemplated herein, and subject to the lawfulness of applying grant funds to trail spurs.

1. Grants:

- a. Knowles Nelson Stewardship Grant. The County will be the lead agency to apply for and administer this grant, if applicable/available.
- b. Transportation Alternative Program (TAP). The City or County (or both as applicable) will be the lead agency to apply for and administer this grant, if applicable/available.
- c. Other Grants. The parties will seek and apply for additional grants as applicable and based on available staff resources. Grant administration will be determined on a case-by-case basis.

2. Other Funding:

- a. Friends Group or other established non-profit organizations. The County will assist in the creation of a Friends Group or expansion of the existing Great Sauk State Trail Friends Group or other non-profit entity whose purpose will be to raise funds for trail construction.
- b. At the parties' discretion, other funding sources not mentioned herein may be identified and pursued such as the installation of visual art pieces in exchange for construction donations. It is understood that if other funding sources are pursued, the affected municipality will be notified and, where applicable, will be asked to participate in any application process. The nature of the grant or funding source may dictate which party to this Agreement must (or should) apply for the funds, and some funding may be contingent upon the location of the trail segment, or the completion of that segment. Each party acknowledges and agrees that such trail or spur enhancement is beneficial to maximizing user's experience and the aesthetics of the trail. Each party hereby agrees to make best efforts to secure any grants or funds available for such purposes, and shall have the sole responsibility for the obligations associated with those grants or funds.

ARTICLE VI - MISCELLANEOUS

A. General Provisions. General provisions apply to all components of this Agreement.

1. Entire Agreement:

- a. This document contains the entire Agreement between the parties and may only be amended in writing by all parties.
- b. The duties established by this Agreement shall not be assigned to any other party or entity without the written consent of the parties.
- c. Any notice required or permitted under this Agreement shall be delivered personally or sent by first-class mail to the parties at their official postal addresses.

2. Termination.

- a. This Agreement may be terminated by any party without cause by providing thirty (30) days' notice to all other parties. The County may terminate this Agreement without

notice if it determines that irreparable harm is possible. The City shall reimburse any costs incurred by the County for consultant services for any part of the spur up to the date of termination.

3. Hold Harmless

- a. Each party shall hold harmless all other parties or its agents or assigns from any liability for damage to life or property resulting from acts or omissions of its employees, agents, or volunteers under this Agreement, to the extent allowable by Wisconsin law.

ARTICLE VII - DEFINITIONS

1. DEFINITIONS.

- a. Bituminous Surface Maintenance Bituminous Surface Maintenance means the maintenance and repair of the trail surface and shoulders, including but not limited to sweeping, snow and ice removal, crack sealing, sealcoating, patching, overlaying, and maintaining trail shoulders free of vegetation, erosion, and other conditions that may impair the safe use or drainage of the trail.
- b. Serviceable Condition means reconstruction, overlay or sealcoat of a bituminous trail surface.
- c. Standard Specifications means Wisconsin Department of Transportation Facilities Development Manual, AASHTO Standards.

WITNESSETH:

WHEREAS, the parties are anticipating entering into this Cooperative Agreement to secure complete trail design and engineering plans for the Baraboo Spur; and,

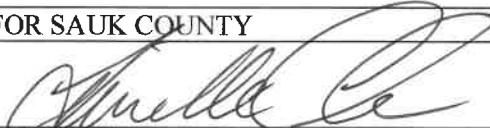
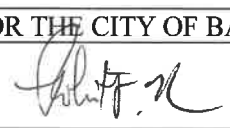
WHEREAS the County is willing to coordinate the effort between the parties, more particularly with the City of Baraboo and Town of Baraboo, recognizing that the parties are undertaking this venture as local partners; and,

WHEREAS the parties agree to fulfill their obligations by working cooperatively and contributing financially as specified in this Cooperative Agreement; and,

WHEREAS, the parties have determined that it is in the best interest of the citizens of Sauk County, the City of Baraboo, and the Town of Baraboo to provide by this Cooperative Agreement entered pursuant to and in accordance with the provisions of Wis. Stats. Chapter 23, Wis. Stat. §§ 66.0301, 59.03, and 59.56, and other applicable legal authorities, for the development, construction, operation, and maintenance of the Great Sauk State Trail.

NOW THEREFORE, based on the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed by their respective names and duly authorized representatives as authorized by a Resolution duly passed by the governing body of the party.

FOR SAUK COUNTY	FOR THE CITY OF BARABOO
	
TIM MCCUMBER, Chairperson	ROB NELSON, Mayor
County Board	City Council
Date: 07/21/2026	7/15/2026

FOR THE TOWN OF BARABOO	
	
BILL KLEMM, Chairperson	
Town Board	
Date: 7-13-26	

RESOLUTION # 59-2024

Resolution to adopt the Sauk County Great Sauk State Trail Master Plan as an Appendix to the 2020-2024 Sauk County Comprehensive Outdoor Recreation Plan.

Resolution offered by the Land Resources and Environment Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND:

In January 2023 Sauk County contracted with Hoisington Koepler Group, Inc. (HKGi) to assist Land Resources and Environment Department with the creation of the Great Sauk State Trail master plan. Building off the success of the 11.4 mile completed segment of the Great Sauk State Trail, the master plan and planning process was initiated to identify a route and recommendations to extend the multi-use trail north and west to connect to trail users to Devil's Lake State Park, the Baraboo Area, the Villages of North Freedom, and Rock Springs, and terminating at the start of the 400 State Trail in Reedsburg. Once constructed, the trail will provide a world-class trail experience, showcasing the natural landscape and connecting communities in Sauk County. The planning process involved a significant amount of community, stakeholder, agency, and municipal engagement to understand the issues and opportunities that the trail will present. In addition to identifying preferred and alternate trail routes, the plan identifies amenities that best support tourism, community development, and active living for those who live within and around the region. The Land Resources and Environment Department served as the project sponsor and project manager for the planning effort.

Resolution No. 150-2019 adopting the 2020-2024 Sauk County Outdoor Recreation Plan was approved by the Sauk County Board of Supervisors on January 21, 2020. The Great Sauk State Trail Master Plan is intended to be included as part of the Sauk County Outdoor Recreation Plan which will make the design and construction of the trail eligible to the Knowles Nelson Stewardship Grant and which will increase the probability that Sauk County will be successful with obtaining funding from other sources

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby adopt the Great Sauk State Trail Master Plan attached hereto as Appendix A as an appendix to the 2020-2024 Sauk County Outdoor Recreation Plan.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 11th day of July 2024

Consent Agenda Item: ☐ YES ☐ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt. Yes X No _____ as reviewed by the Corporation Counsel, _____, Date:

07.16.2024

Offered and passage moved by:

Marty Krueger ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Marty Krueger, Chair

Peter Kinsman ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Peter Kinsman

Brandon Lohr ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Brandon Lohr

Dennis Polivka ☐ Aye ☐ Nay ☐ Abstain ☒ Absent
Dennis Polivka, Vice Chair

Robert Prosser ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Robert Prosser

Robert Spencer ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Robert Spencer

Valerie McAuliffe ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Valerie McAuliffe

Lynn Eberl ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Lynn Eberl

Randy Puttkamer ☐ Aye ☒ Nay ☐ Abstain ☐ Absent
Randy Puttkamer

Fiscal Note: Design and construction of the trail will be funded through a combination of grants, county contributions, and local contributions. As funding opportunities become available, and if these opportunities require a percentage match, each opportunity will be evaluated individually and will be considered by the County Board under a resolution unique to that funding source.

MIS Note: No Impact

RESOLUTION NO. 2026 - 11

Dated: January 27, 2026

The City of Baraboo, Wisconsin

Background: This resolution seeks the adoption of the 2026 Bicycle and Pedestrian Master Plan as submitted by the Bicycle/Pedestrian Commission.

In April 2025, City Council created the Bicycle/Pedestrian Commission to ensure that safe and efficient bicycle and pedestrian facilities are included in current infrastructure and future development of the City. First among the Commission's stated duties is the development of a Bicycle and Pedestrian Master Plan.

In June 2025, commission members and City staff began working on the plan. Over the next six months, they researched plans from other communities, consulted local professionals, met with elected officials, and engaged community members while preparing and discussing several drafts of the plan. A near-final draft of the plan was distributed for review by a large group of stakeholders. The recommendations received during the review period were evaluated, and most were incorporated into the final draft of the plan.

The plan is intended to serve as guide for the Bicycle/Pedestrian Commission, and other City entities, for the next five years. It establishes three primary goals for the City's bicycle and pedestrian infrastructure, improved connectivity, greater safety, and increased use. It provides an overview of the existing condition of our bicycle and pedestrian networks, challenges that users face, and the state of our education and enforcement efforts. The plan makes recommendations for improving the City's infrastructure and policies, promoting education and safe routes to school, generating positive economic impacts.

The Bicycle and Pedestrian Master Plan was reviewed and unanimously recommended for Council adoption by the Bicycle/Pedestrian Commission at their December 22, 2025 meeting.

Fiscal Note: ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**

Comments: Plan projects are identified as "goals" and "recommendations" with the understanding that funding sources have yet to be determined. The plan should be considered whenever bicycle or pedestrian infrastructure is being constructed or modified. Financing of any included projects will take place during annual budget process.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the 2026 Bicycle and Pedestrian Master Plan be approved as submitted by the Bicycle/Pedestrian Commission.

Offered by: Bicycle/Pedestrian Commission
Motion: Topham
Second: Hazard

Approved:

Attest:




RESOLUTION #2025-07

Resolution Supporting the Designation of the Great Sauk State Trail and the Baraboo / West Baraboo spurs within the limits of the Town of Baraboo and supporting Sauk County's submittal of an application to the Wisconsin Department of Transportation for the 2026-2030 Transportation Alternatives Program (TAP) Award Cycle

Resolved by the Town of Baraboo Town Board of Sauk County, Wisconsin:

BACKGROUND: The Sauk County Board of Supervisors unanimously adopted the Great Sauk State Trail Master Plan in July 2024. The Plan identifies a preferred and alternate route that connects the built trail in the Sauk Prairie area to the 400 State Trail in Reedsburg. The Plan intends that the final construction of the trail will accommodate a 10-12 foot bituminous paved shared-use transportation facility that will be physically separated from vehicular traffic as much as possible. One of the project goals, as expressed in the plan, is to provide a regional recreational trail experience connecting multiple communities; however, where the trail is located in incorporated areas, it is anticipated that the trail will also serve as an alternative transportation option to traditional vehicular options to access local destination businesses and attractions by residents and recreational trail users alike.

The planning process that led to the development of the Great Sauk State Trail Master Plan included a significant amount of involvement from the affected municipalities, state agencies, and other stakeholder groups to develop, review, and refine the plan. The plan identified Sauk County as the primary sponsor of the planning process and continued plan implementation through coordination with affected municipalities and state agencies, leading to a fully constructed trail.

Specifically, the plan more particularly identifies a route and recommendations by segment. This resolution, more particularly, applies to the North Freedom Segment, attached in map form in Appendix A, and the Baraboo and Devil's Lake Segments, including the Baraboo spur and West Baraboo spur, also attached in map form as part of Appendix A.

The Town of Baraboo accepts the preferred North Freedom, Baraboo, and Devil's Lake trail routes including the Baraboo and West Baraboo spurs as depicted in Appendix A and recognizes that the Great Sauk State Trail implements Wisconsin Statutes Chapters 1.11, 84.01(35), 84.60, and 85.02 and Wisconsin Administrative Code Chapter Trans 400 which requires "...due consideration to establishing bikeways and pedestrian ways in all new highway construction and reconstruction projects."

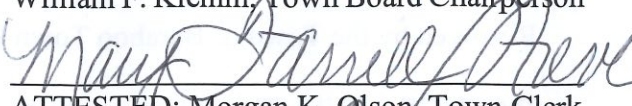
THEREFORE, BE IT RESOLVED, that the Town of Baraboo accepts the preferred North Freedom, Baraboo, and Devil's Lake trail routes including the Baraboo and West Baraboo spurs as depicted in Appendix A and recognizes that the Great Sauk State Trail project implements Wisconsin Statutes Chapters 1.11, 84.01(35), 84.60, and 85.02 and Wisconsin Administrative Code Chapter Trans 400 which requires that "...due consideration to establishing bikeways and pedestrian ways in all new highway construction and reconstruction projects."

BE IT FURTHER RESOLVED, that the Town of Baraboo supports Sauk County's submittal of an application to the Wisconsin Department of Transportation for the 2026-2030

Transportation Alternatives Program (TAP) Award Cycle for the North Freedom Segment.

Approved by the Town of Baraboo Board on October 20, 2025.


William F. Klemm, Town Board Chairperson


ATTESTED: Morgan K. Olson, Town Clerk

Roll Call Vote Results

William Klemm	☒ In Favor	☐ Opposed	☐ Abstained / Not Present
Randall Puttkamer	☒ In Favor	☐ Opposed	☐ Abstained / Not Present
Steven Hess	☐ In Favor	☐ Opposed	☒ Abstained / Not Present
Michael Terry	☒ In Favor	☐ Opposed	☐ Abstained / Not Present
William Steinhorst	☒ In Favor	☐ Opposed	☐ Abstained / Not Present



Figure 5.3 Devil's Lake Segment Map

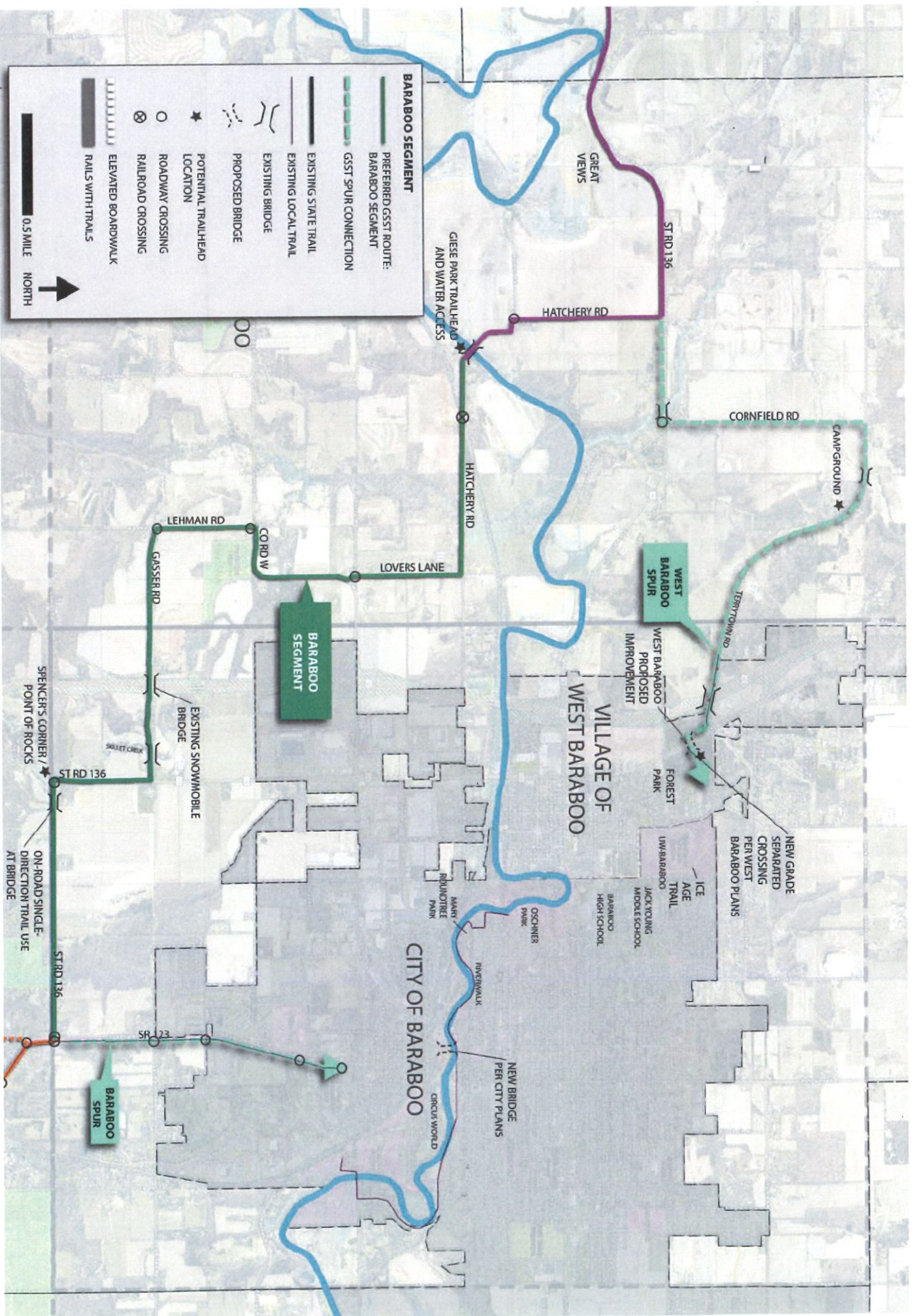


Figure 5.5 Baraboo Segment Map

