



17921 Smith Road
Brodhead, WI 53520

June 30, 2022

Cassandra Fowler
Sauk County Land Resources and Environment
505 Broadway
Baraboo, WI 53913

Re: Agreement and Authorization for Services by Resource Environmental Solutions, LLC for Sauk County Land Resources and Environment Department, Baraboo, WI

Dear Cassandra Fowler,

Resource Environmental Solutions, LLC (RES) is pleased to submit this proposal for wetland delineation services at the White Mound County Park Equestrian Campground in Hill Point, Sauk County, Wisconsin. The approximately 4.5-acre site is comprised primarily of an equestrian campground with mowed grass, existing wetlands, and small parking area (Figure 1). The lead investigator for this delineation effort will be Matt Parsons, a Wisconsin Department of Natural Resources (WDNR) Assured Delineator. Assured delineations do not require WDNR concurrence review or associated fees (\$300 per 20 acres of review). This will expedite the project timeline and save approximately \$300 in WDNR review fees. For your review, we have enclosed our scope of work based on our understanding of your request for services.

Please do not hesitate to call with any questions or concerns regarding this proposal. Any questions can be directed to Ecologist and Project Manager, Matt Parsons at 630-204-6723 or mparsons@res.us. We appreciate the opportunity to submit this proposal, and we look forward to working with you.

Sincerely,

A handwritten signature in dark ink that reads "Matthew C. Parsons".

Matthew C. Parsons, M.S.
Project Manager/Ecologist



Scope and Fee

Task 1. Desktop Analysis and Mapping

This task includes the acquisition of available site data to prepare base maps for the field effort. We anticipate, as part of our desktop site analysis and base map preparation, to obtain recent aerial imagery, topographic map (1- or 2-foot contours, if available), plat of survey, site property boundaries, Federal Emergency Management Agency (FEMA) Flood Insurance Rate maps, Natural Resources Conservation Service (NRCS) soil survey map, Wisconsin Wetland Inventory (WWI) map, and other data as needed.

Task 2. Survey of Plants, Hydrology, and Soils and Delineation of Wetlands

RES Ecologists will conduct a wetland delineation to investigate wetlands within the Area of Interest (AOI) shown in Figure 1. Work will be conducted in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and the Northcentral/Northeast Regional Supplement for Wetland Delineations. Pink flagging/pink wire flags will be used to delineate the onsite wetland boundaries. As required by the USACE, the delineation will include an on-site investigation of vegetation, soils, and hydrology. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

Task 3. GPS Survey of Wetland Boundary

RES staff will survey the delineated wetland boundaries using a hand-held Global Positioning System (GPS) unit capable of achieving sub-meter accuracy if the wetland delineation is performed where there is adequate satellite reception. A map of the delineated wetland(s) will be prepared from our GPS survey for inclusion in the report. Wetland boundary shapefiles will also be made available to the client.

Task 4. Report Preparation

RES will prepare a wetland delineation report in accordance with the USACE 1987 Wetland Delineation Manual and Northcentral/Northeast Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data point locations, WWI and soils maps, and USACE data forms.

Deliverable: Wetland Delineation Report and wetland boundary shapefiles

RES will perform the scope of work above for a lump-sum fee of \$3,200.00.

Additional Services

RES would be pleased to do additional work outside the scope of this contract at the explicit request of the client on a time and materials basis in accordance with the attached rate sheet.

Schedule

RES is available to begin work immediately upon receipt of a signed contract. The final wetland delineation report will be submitted no later than August 31, 2022 unless a different date is agreed upon.

Enclosure(s)

- Figure 1. Wetland Delineation Area of Interest
- Contract Terms and Conditions
- Exhibit A: RES Rate Schedule



Figure 1. Wetland Delineation Area of Interest





Contract Terms and Conditions

Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of this signed authorization.

****PLEASE SIGN AND RETURN to RES.** An executed contract containing both signatures will be returned to you. This Agreement is not binding upon RES until executed by an officer of RES.

HGS, LLC

Signature:		Date:
Name:		
Title:		
P.O. Box 256, 17921 Smith Rd.		
Brodhead, WI 53520		
Phone: 608.897.8641	Fax: 608.897.8486	
Email:		

Client:

Signature:		Date:
Name:		
Title:		
Company:		
Address:		
City, State, Zip:		
Phone:	Fax:	
Email:		

Billing Address:

<input type="checkbox"/> Mark if same as above.		
Company:		
Name:		
Title:		
Address:		
City, State, Zip:		
Phone:	Fax:	
Email:		



Notes

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. RES will honor the pricing presented in this proposal for a period of 30-days and we may thereafter opt to modify pricing.

Standard Terms and Conditions

1. *Term and Termination*

These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between HGS, LLC (hereafter "RES") and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

- 1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, RES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.
- 1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid undisputed invoices submitted by RES to Client will be due and payable. RES will also be paid, under the terms of the Agreement, for all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Each party will bear its own termination expenses.
- 1.3. **Transition Period.** If this Agreement is terminated by either party, Client may require RES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. *Invoicing and Payment*

- 2.1 **Invoicing/Payment Term.** RES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from RES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify RES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by RES shall be at the rates specified in RES' Rate Schedule, attached hereto as Exhibit A and incorporated by reference herein. The RES Rate Schedule applicable to this Agreement may be modified by the mutual written consent of RES and Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.
- 2.2 **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.
- 2.3 **Currency.** All fees are stipulated in U.S. Dollars and must be paid to RES in U.S. Dollars.
- 2.4 **Method.** Payments to RES shall be made via Automated Clearing House (ACH) to RES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "HGS, LLC" can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the RES invoice number(s) in check memo.

Bank Name:	Iberia Bank
Bank Address:	11 Greenway Plaza, Suite 2900, Houston, TX 77046
Routing Number:	265-270-413
Checking Account Number:	200-0222-2973
Account Name:	HGS, LLC Checking Account



- 2.5 **Prevailing Wages.** Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of RES' Services under this Agreement. However, should RES be required to pay prevailing wages, Client will pay RES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. *Liens*

RES acknowledges that Client does not own the real estate on which the Services described in this Agreement will be performed.

4. *Confidentiality*

4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

4.1. **Nondisclosure of Confidential Information.** During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.

4.2. **Use of Project Information.** Client agrees that RES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. *Ownership of Work Product*

5.1. **Work Product.** All preliminary or draft drawings, specifications or other documents and electronic data furnished by RES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and RES shall retain the ownership and property interest therein, including the copyrights thereto. All final drawings, specifications, reports, and other documents or electronic data furnished by RES to Client under this Agreement shall be deemed to be the property of Client.

5.2. **Client's Limited License.** Upon Client's payment in full for all work performed under this Agreement, RES shall grant Client a limited license to use the Work Product in connection with Client's execution of the applicable project, and the drawings, specifications and other documents prepared by RES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product as modified by Client is at Client's sole risk and without liability or legal exposure to RES.

5.3. **Use.** Any documents generated by RES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by RES in



writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to RES. Client further agrees that it shall defend, indemnify and hold harmless RES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. Insurance

- 6.1. **Coverage.** At all times during the term of this Agreement, RES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in Exhibit B.
- 6.2. **Waiver of Subrogation.** To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.
- 6.3. **Additional Coverage.** Upon advance written notice, RES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.
- 6.4. **Notice of Cancellation.** The above-required insurance shall be maintained by RES during the term of this Agreement, and shall not be canceled, altered, or amended by RES without thirty (30) days advance written notice to Client.

7. Limitation of Liability

With respect to any claim covered pursuant to the terms and conditions of RES' liability insurance policies carried pursuant to this Agreement, Client agrees that RES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall RES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence), or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by RES to Client, regardless of whether RES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. Indemnification

- 8.1. **RES' Indemnification of Client.** To the fullest extent permitted by law, RES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of RES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.
- 8.2. **Client's Indemnification of RES.** To the fullest extent permitted by law, Client shall indemnify and hold harmless RES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than RES), anyone directly or indirectly employed by them, or



anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. Independent Entities

Client and RES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

10. Dispute Resolution

- 10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.
- 10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, RES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.
- 10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation, and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. Standard of Care / Warranties

- 11.1. **Standard of Care.** All Services provided by RES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.
- 11.2. **Warranties.** Construction work performed by RES includes a one (1) year warranty on materials and workmanship. RES warrants that such work shall be free from material defects. RES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. RES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify RES of defective work, the Client waives RES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if RES is not retained to perform subsequent phases, RES' responsibility will extend only to the Services it completes.

12. Time for Performance

- 12.1. RES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and RES and incorporated into this Agreement.
- 12.2. If the Services to be performed by RES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of RES, the schedule of work and the date for completion will be adjusted accordingly. RES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. Miscellaneous

- 13.1. **Entire Agreement.** This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.
- 13.2. **Governing Law and Jurisdiction.** This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents,



or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. CLIENT AND RES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.

- 13.3. **Construction / Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.
- 13.4. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.
- 13.5. **Severability.** Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.
- 13.6. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.
- 13.7. **Attorneys' Fees.** In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.
- 13.8. **Successors and Assignees.** This Agreement will be binding on RES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void. Nothing in this section will prevent RES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.
- 13.9. **Waiver.** The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
- 13.10. **Survival.** All obligations of Client regarding amounts owed to RES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.
- 13.11. **Exhibits and Attachments.** All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.
- 13.12. **Counterparts / Signatures.** This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Regional Office
 17921 Smith Rd
 Brodhead, WI 53550

Corporate Headquarters
 6575 West Loop South, Suite 300
 Bellaire, TX 77401
 Main: 713-520-5400

Attachment C. Subconsultant Rate Sheet

Fee Schedule (2022-2023)

PROFESSIONAL TITLE	RATES
General Manager/Director	\$225
Senior Ecologist V	\$180
Regulatory Manager	\$180
Senior Project Manager	\$180
Senior Construction Manager	\$180
Senior Planner	\$150
Senior Ecologist IV	\$145
Project Manager III	\$140
Construction Manager	\$140
Senior Landscape Architect	\$125
Environmental Engineer	\$125
Senior GIS Analyst	\$125
Project Manager II	\$120
Staff Ecologist III	\$120
Landscape Architect	\$110
Construction Oversight	\$100
Construction Estimator	\$100
Staff Ecologist II	\$100
CADD/GIS Analyst	\$95
Restoration Manager	\$90
Project Manager I	\$90
Landscape Designer	\$90
Staff Ecologist I	\$80
Administrative Assistant	\$60
OTHER SERVICES	
Construction Oversight	\$80 - \$120/hour
Technical Writing	\$100/hour
Automated Data Compliance/Processing	\$40/hour
EXPENSES	
Transportation Mileage	Per published IRS rate
Per Diem	\$50/person/day
Miscellaneous Services/Equipment	Cost plus 15%