

Heartland

ECOLOGICAL GROUP INC

506 Springdale Street, Mount Horeb, WI 53572

April 17, 2026

Dylan Wadzinski
Director of Public Works
410 E Leffler St
Dodgeville, WI 53533
publicworks@ci.dodgeville.wi.us
608-574-8471

RE: Proposal for Professional Consulting Services – Dodgeville Truck Stop, City of Dodgeville, Iowa County, Wisconsin

Dear Mr. Wadzinski:

Heartland Ecological Group, Inc. (Heartland) is pleased to submit this proposal for professional consulting services for the Dodgeville Truck Stop project (the "Project"), located in the City of Dodgeville, Iowa County, Wisconsin, as shown on the attached map. This proposal outlines our recommended scope of services, key assumptions, estimated costs, project schedule, additional services, and terms and conditions.

Heartland offers full-cycle ecological and regulatory services - from ecological assessments and strategic regulatory planning and permitting - to native restoration planning, assessment, and long-term monitoring. In addition, our ecosystem restoration team specializes in the establishment and management of native vegetation across a variety of landscapes. We have a proven track record of collaboration with municipalities, developers, energy sector clients, landowners, conservation groups, and regulatory agencies throughout the Midwest.

With a strong foundation in ecological and regulatory services, and a shared commitment to the success of this project, Heartland is prepared to coordinate and initiate services upon receipt of a signed agreement.

SCOPE OF SERVICES

Wetland Determination and Delineation

- Complete an assured wetland delineation by a professional qualified through the Wisconsin Department of Natural Resources' (WDNR's) Wetland Delineation Professional Assurance Program.
- Complete the wetland determination and delineation using methods and protocols per the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, the appropriate Regional Supplement, and current guidance documents.
- Gather publicly available mapping resources (e.g., soils, topography, and wetland inventory) to complete an initial desktop assessment and guide the field wetland delineation.
- Field-locate the outermost wetland boundary(s) using a mapping-grade GPS capable of sub-meter accuracy (note that this is not a certified survey). Referenced coordinates of wetland boundaries in CAD or GIS file format will be provided to the Client.

Solutions for people, projects, and ecological resources.



- Produce customized mapping that shows the investigation limits (“Study Area”), Heartland’s wetland boundary, and the mapping resources utilized in the desktop assessment.
- Complete a wetland determination and delineation report that summarizes the methods, results, and wetland characteristics. Include in the report appropriate mapping figures and necessary data collected and analyzed (USACE wetland determination data sheets, photographs, and precipitation data).
- Heartland will submit an electronic copy of the completed report to the Client following final payment.

ASSUMPTIONS

- Heartland’s understanding of the Study Area limits is identified on the attached maps.
- The Client is responsible for securing safe access onto the property and will inform Heartland of any required notifications prior to entering the property.
- Attendance and coordination of client, project team, and/or regulatory agency meetings are not included unless specified in the Scope of Services.
- Routine methodology is sufficient for completing wetland determinations and delineations within the Study Area. Problem Areas, Atypical Situations, and Comprehensive Methods (as defined in the 1987 manual and regional supplement) require additional effort, and if any of these methods become necessary the Client will be notified for approval of additional cost.
- Wetland delineations completed by an assured delineator do not eliminate State regulatory authority to review the wetland delineation. Wetland delineations completed under the assurance program require submittal to WDNR for continued compliance with the program and annual audits are completed on selected wetland delineations. Review by the USACE may be necessary for federal approvals and jurisdictional determinations.
- This Scope of Services does not involve regulatory approvals that may be required by local, state, or federal government authorities. If the Client proceeds with land use activities without obtaining necessary reviews or authorizations by appropriate regulatory agencies, it will be at their own risk. Heartland will not be responsible or liable for resulting damages.
- Submitting and obtaining jurisdictional determinations from the appropriate regulatory agencies are not included in this Scope of Services. Regulatory coordination and/or requests for additional information beyond that included in Heartland’s standard wetland delineation report will be completed as authorized by the Client for an additional cost. Wetland determination and boundary reviews by regulatory agencies may result in modifications to the findings presented to the Client. These modifications may result from varying conditions between the time the wetland delineation was completed and the time of the review. Factors that may influence the findings include precipitation patterns, drainage modifications, changes/modification to vegetation, and time of year.



COST & SCHEDULE

- **\$3,500 fixed fee** including reimbursable expenses (GPS equipment and mileage). Regulatory agency review fees and/or permit application fees are **not** included with the cost estimate; Client shall pay any required agency fees directly if they become necessary.
- If services are not authorized within 10 days of the proposal date, the fee estimates, and schedule may no longer be valid.
- Services performed on a time and material basis will be billed per the attached rate table and reimbursable expense schedule.
- If Heartland encounters unanticipated conditions or circumstances that result in exceeding the cost estimate or is requested to provide services that are not in the Scope of Services, Heartland will contact the Client for approval of the Extra Services and additional fees.
- Upon authorization and acceptance of a signed agreement, Heartland will initiate and schedule the project services. Fieldwork will be completed mid to late May of 2026, and the mapping results will be provided within two (2) weeks following fieldwork completion. Heartland will coordinate the fieldwork and report schedule with you and communicate closely throughout the project so that our services are completed and delivered on-time and as expected.

PAYMENT

- All invoices are due for payment upon receipt and deliverables may be withheld until full payment is received. Additional payment conditions are identified in the attached Terms and Conditions. Invoice payment should be mailed to the following address:

**Heartland Ecological Group, Inc.
506 Springdale Street
Mount Horeb, WI 53572**

TERMS AND CONDITIONS

The Terms and Conditions governing Heartland's professional services are included as a separate attachment to this proposal.



City of Dodgeville
Dodgeville Truck Stop – C of Dodgeville
April 17, 2026

Heartland appreciates the opportunity to provide this Proposal for Professional Services. We share your commitment to a successful outcome and are fully dedicated to supporting your project goals. Please don't hesitate to contact me with any questions or if you'd like to discuss the proposal further.

Regards,

Jeff Kraemer, Principal
Heartland Ecological Group, Inc.
Jeff@heartlandecological.com
608-490-2450, Ext.2

Enclosures: Study Area Location Maps; Authorization Signature Page; Hourly Rate Schedule; Terms & Conditions



The Proposal and Terms and Conditions are agreed upon and authorized by signature below by an authorized representative of the Client and Heartland Ecological Group, Inc.

Heartland Signature:  _____

Date: April 17, 2026 Jeff Kraemer,
Principal
Heartland Ecological Group, Inc.
506 Springdale Street
Mount Horeb, WI 53572

Client Signature: _____

Date: _____

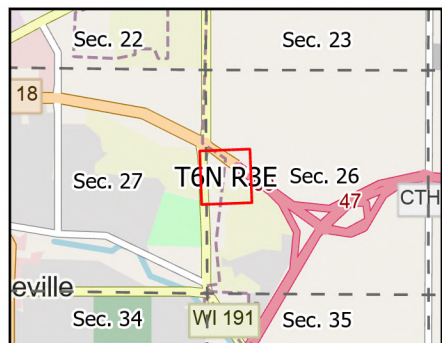
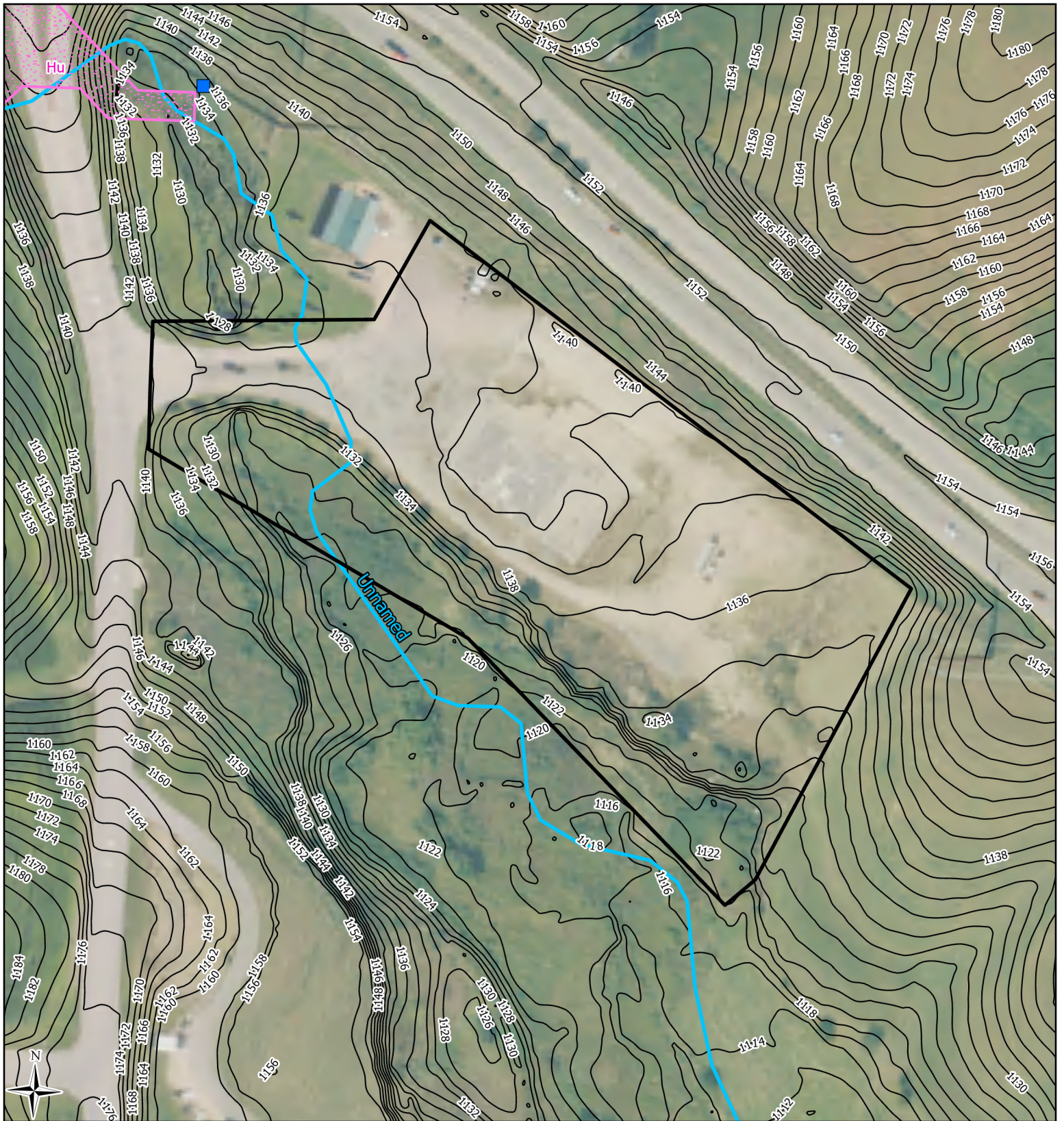
Client Representative: _____

Client Entity (if applicable): _____

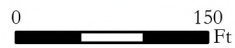
Client Billing Address: _____

Client Email Address: _____

Client Phone Number: _____



-  Dodgeville Truck Stop Study Area (6.91 ac)
-  Iowa Co 2ft Contours
-  WWI Polygons
-  WWI Points
-  Perennial Streams
-  Intermittent Streams
-  Waterbodies
-  SWDV Wetland Indicators



Heartland
ECOLOGICAL GROUP INC

Dodgeville Truck Stop

T6N, R3E, S26
C Dodgeville, Iowa Co

2024 NAIP
WDNR

LRR: X

Figure Created: 4/7/2026

27 Jan 2026 - 8:10a R:\Dodgeville, City of\240542 - TID No. 3 - Bennett Rd and USH 18 Infrastructure\CADD\Dodgeville - TID 3 Bennett Rd - Site Plan.dwg By: lhan

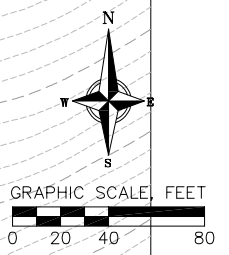
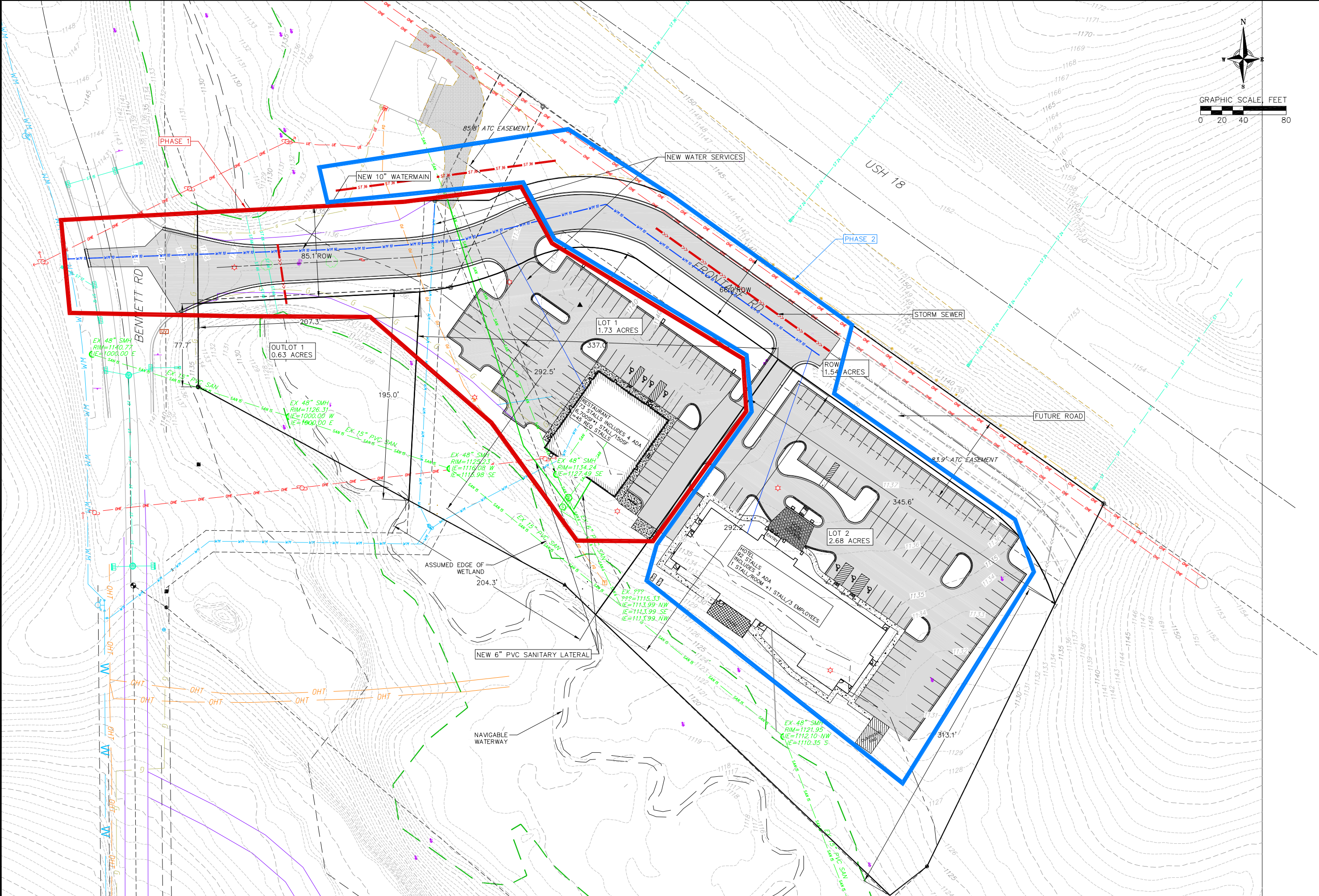


EXHIBIT B
TID 3 DEVELOPMENT
CITY OF DODGEVILLE
IOWA COUNTY, WI

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE: DECEMBER 2024
 DRAFTER: JCRA
 CHECKED: LHAN
 PROJECT NO.: 240542
 SHEET: 3 OF 3

TERMS AND CONDITIONS

- 1. SERVICES:** Heartland Ecological Group, Inc., (“Heartland”) shall provide the scope of Services (the “Services”) set forth in the attached proposal only after it is accepted and signed by the client (the “Client”). The accepted and signed proposal and these Terms and Conditions are collectively referred to herein as the “Agreement”. The Services shall include all Services provided by Heartland which are reasonably necessary and appropriate for the effective and prompt fulfillment of Heartland's obligations under the Agreement. It is understood that the Services are based on the information provided by Client. If the Client provides information that is incomplete or inaccurate, or if unexpected conditions are discovered, the Services may change, even as the work is in progress. In addition, Client may request additional Services which will constitute a change in the Services. When a change in the Services is necessary, a written amendment to the Agreement shall be executed by Client and Heartland prior to Heartland commencing the change in the work or Services. If Heartland believes an immediate change is necessary to protect human health or the environment, a written amendment incorporating the change shall be made as soon as is practicable, and Client's consent to such amendments shall not be unreasonably withheld.
- 2. ACCEPTANCE:** If Heartland is given a verbal or written notification to proceed without first receiving a signed copy of the Agreement, it will be mutually understood that Client and Heartland will nonetheless be contractually bound by the Agreement, even in the absence of written acceptance by either party. Heartland may withhold a written report until it receives the Agreement signed by Client.
- 3. ESTIMATED COSTS AND PAYMENT:**

 - a. In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Heartland has control over the costs of labor, equipment or materials. The opinions of probable cost or project duration are based on Heartland’s reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the actual cost or schedule will not vary from the estimated costs or schedule.
 - b. Invoices will be submitted by Heartland to Client monthly or upon completion of the Services with payment of the invoices being due upon receipt. Any unpaid and delinquent invoices shall bear interest at one and one-half percent per month, commencing thirty days from the date of invoice. Any attorneys’ fees, court costs and other related expenses incurred by Heartland in the collection of delinquent invoice amounts shall be paid by Client. In the event any payment due Heartland under the terms is delinquent, Heartland may suspend all Services until all delinquent payments have been received. Fees charged do not include any state, federal or local applicable taxes, and taxes will be the responsibility of the Client.
- 4. STANDARD OF CARE:** The Services performed by Heartland under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Heartland's profession currently practicing in the area where the Services are being provided.
- 5. RIGHT OF ENTRY:**

 - a. If the Services are to be performed on property controlled by Client, Client hereby grants Heartland and its subcontractors the right to enter from time to time for Heartland to fulfill the Services. Client understands that even though Heartland will take reasonable measures to return the property to the condition it was in before Heartland commenced its activities, the use of sampling and exploration equipment may cause some damage which cannot be fully corrected. Client also understands that the discovery of certain conditions may result in a reduction of the value of the property upon which the condition is found to exist. Accordingly, Client waives any claim against Heartland and its subcontractors and agrees to defend, indemnify and hold Heartland and its subcontractors harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a condition, unless such claim is based upon the negligent performance of Services under the Services.
 - b. If the Services are to be performed on property which is not controlled by Client, Client agrees to obtain permission from the party controlling the property to Heartland's entry and the performance of the Services.
 - c. Heartland shall, and shall cause its subcontractors, to abide by all of Client's facility rules and regulations regarding the protection of health and safety of employees and third parties, but it shall be



Client's obligation to make such rules and regulations known to the Heartland prior to Heartland commencing work at Client's facility, property or worksite.

6. CLIENT DISCLOSURES:

- a. Client shall make available to Heartland all relevant information and/or data which in any way relate to or affect the Services. Heartland shall have the right to rely on the accuracy and completeness of such Client-furnished information and data in its agreement to perform the Services. Heartland shall not be responsible to the Client for the consequences of any error or omission arising from the Client furnished information or data.
- b. The Client shall be responsible for securing a safe project site. If the presence of an unanticipated hazardous condition is discovered during the performance of the Services which could pose a safety risk to Heartland's employees, agents and subcontractors, Heartland may cease work and determine the necessary health and safety precautions to continue the Services. The cost of these necessary health and safety precautions shall be a change and shall be managed in accordance with Section 1.

7. INSURANCE: Heartland represents that it is protected by Worker's Compensation insurance and that Heartland has coverage under liability insurance policies that Heartland deems reasonable and adequate. Upon request, Heartland shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that obtained by Heartland, or increased limits of liability in Heartland's liability policies, the cost of such inclusions or increased limits shall be borne by the Client.

8. WAIVER OF CONSEQUENTIAL DAMAGE: Heartland shall not be liable to Client for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Services or any acts or omissions associated therewith, including any acts or omissions by subcontractors of Heartland, or relating to any Services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory regardless of the causes of such loss or damages or whether any other remedy provided herein fails.

9. CONSEQUENTIAL DAMAGES WAIVER / CAP ON LIABILITY

- a. In no event will Heartland be liable for any incidental, consequential, punitive, exemplary or special damages or losses including without limitation loss profits, loss of business opportunities or other similar damages resulting from or arising out of this Agreement, by statute, in tort or contract, under any indemnity provision or otherwise (except with respect to indemnity obligations for third-party claims and losses).
- b. Heartland's liability to Client under this Agreement (except with respect to indemnity obligations for third-party claims and losses) as a whole for any and all damages, including without limitation, claims for indemnification, shall be strictly limited to the lesser of the amount of fees actually paid by Client under this Agreement or \$250,000.

10. INDEMNIFICATION: Subject to the limitations set forth below, Heartland shall indemnify, defend, and hold harmless Client and its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, and subcontractors ("Client's Indemnitees") from and against any and all claims, demands, losses, damages, fines, costs, and expenses of every nature, including reasonable attorneys' fees ("Claims"), incurred or suffered by any Heartland Indemnitee as a result of claims asserted by third parties unaffiliated with Client which arise from the negligent acts or willful misconduct of Heartland in performing Services under this Agreement, except to the extent such claims result from the negligent acts or omissions of Client, the inaccuracy or incompleteness of information provided by Client or any material breach by Client of its obligations under this Agreement. Heartland's indemnification obligations hereunder are limited to the limits of Heartland's insurance coverage applicable to the Claims.

11. Subject to the limitations set forth below, Client shall indemnify, defend, and hold harmless Heartland and its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, and subcontractors ("Heartland Indemnitees") from and against any and all Claims incurred or suffered by any Heartland Indemnitee as a result of claims asserted by third parties unaffiliated with Client which arise from the negligent acts or willful misconduct of Client, except to the extent such claims result from the negligent acts or omissions of Heartland.

12. CONSTRUCTION LIEN NOTICE: As required by the Wisconsin Construction Lien Law, Heartland hereby notifies Client that persons or companies furnishing labor or materials for the construction, or Services



provided, on Client's land may have lien rights on Client's land and building if not paid. Those entitled to lien rights, in addition to the undersigned Heartland, are those who contract directly with Client or those who give Client notice within 60 days after they first furnish labor or materials for construction or performance of Services. Accordingly, Client probably will receive notices from those who furnish labor or materials for the construction or performance of Services, and should give a copy of each notice received to the mortgage lender, if any. Heartland agrees to cooperate with Client and Client's lender, if any, to see that all potential lien claimants are duly paid.

- 13. FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, acts of other contractors, strikes, or lock-outs.
- 14. ASSIGNMENT AND SUBCONTRACT:** Heartland may employ any other party it deems necessary or proper for any part of the Services required to be performed by Heartland under the terms of this Agreement. Client shall not assign this Agreement without prior written consent of Heartland, which consent will not be unreasonably withheld.
- 15. TERMINATION:** Either party may terminate this Agreement at any time upon written notice to the other sent to the address set forth on the Agreement. In the event of termination of the Agreement, Heartland will be compensated for Services performed under this Agreement to the termination date together with all costs arising out of such termination.
- 16. TIME LIMIT FOR CLAIMS:** Any claim brought by Client against Heartland will be brought not later than one year after the date of substantial completion of Heartland's Services for which the claim is made or the expiration of the appropriate statute of limitation, whichever is earlier.
- 17. USE OF DOCUMENTS:** All reports and documents (the "Documents") generated by Heartland pursuant to this Agreement are not intended or suitable for reuse by Client or any other party for any purpose other than set forth in this Agreement. Reuse of any reports or documents for any other purpose without written consent of Heartland shall be at Client's and the user's sole risk without any liability on Heartland's part. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Heartland against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized use or reuse of the Documents. The provisions of this Paragraph shall survive the termination of this Agreement.
- 18. ATTORNEY FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorneys' fees.
- 19. GOVERNING LAW:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Wisconsin.
- 20. ENTIRE AGREEMENT:** The terms and conditions set forth herein along with the Agreement (and any referenced attachments) constitute the entire understanding of the parties relating to the provision of Services by Heartland and supersede all prior or contemporaneous communications, representations or agreements, whether oral or written, between the parties. No alterations to or modifications of the terms and conditions of this Agreement shall be effective unless such alteration or such modification is reduced to writing and properly executed by the parties hereto.
- 21. SEVERABILITY:** The invalidity or unenforceability of any particular provision of this Agreement or any portion thereof shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision or any portion thereof were omitted.

