



Stantec Consulting Services Inc.
12080 Corporate Parkway Suite 200, Mequon WI 53092-2661

March 27, 2023

Attention: Mr. Chad Pelishek
City of Sheboygan, Director of Planning & Development
828 Center Avenue, Suite 208
Sheboygan, WI 53081

**Reference: Proposal for Environmental Services – Assured Wetland Delineation
Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin**

Dear Mr. Pelishek,

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal for an assured wetland delineation for parcel 59281471006 located along South Business Drive in the City of Sheboygan. The study area comprises a total of 4.89 acres located in Section 9, T14N, R23E in Sheboygan County, Wisconsin. This proposal includes the Scope of Services, Cost Estimate, Assumptions, Project Schedule, Extra Services, and Terms and Conditions. Stantec will initiate this project upon receipt of an executed Agreement.

PROJECT UNDERSTANDING

Stantec understands that you are requesting an assured wetland delineation for the entirety of the study area, which is described above and defined on the enclosed *Study Area Map*.

SCOPE OF SERVICES

WDNR Assured Wetland Delineation

- The wetland delineation will be completed using the U.S. Army Corps of Engineers (USACE) 1987 *Wetland Delineation Manual*, applicable Regional Supplements to the Corps of Engineers Wetland Delineation Manual, and subsequent guidance documents (USACE & WDNR, 2015).
- The wetland delineation will be performed by an **assured wetland delineator** in accordance with the wetland delineation Scope of Services described above. The lead field delineator will be assured through the Wisconsin Department of Natural Resources (WDNR) - Wetland Delineation Professional Assurance Program. This program was established for highly experienced professional wetland scientists that meet strict qualifications relating to education, training, experience and performance standards, which are reviewed annually by the WDNR to maintain assured status. The goal of this program is to provide a high level of certainty regarding accuracy of delineated wetland boundaries for project planning purposes and to streamline the State review process. These are key components of the program that add value to a project and benefit the Client by reducing project delays and associated costs.
- Stantec will obtain and review available resources to assist in the determination and delineation such as US Geologic Survey topographic map, local elevation/contour data where available, Natural Resources Conservation Service soil survey and list of hydric soils, Wisconsin Wetland Inventory mapping, and aerial photography.

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- This proposal assumes that a routine level delineation will be sufficient at this site, as is the case with most wetland delineations. Problem Areas, Atypical Situations, and Comprehensive Methods (as defined in the 1987 manual) often require additional and more detailed information gathering, field sampling and/or reporting. Stantec will contact the Client immediately if the use of these methods is required, which may involve extra services and a higher fee.
- Stantec will locate the wetland boundary with a GPS capable of sub-meter accuracy. This level of GPS survey is valuable for planning purposes but does not constitute a certified survey. If a certified survey of the wetland boundary is desired, it will be the responsibility of the Client and will be completed at the Client's expense. Stantec will produce a map illustrating the location of the wetland boundary on a recent aerial photograph.
- The wetland delineation methods and results will be documented in a standard wetland delineation report. The report will contain written descriptions of the site and wetlands, surface water features, delineation methods, appropriate figures, completed survey of the wetland boundary, and USACE wetland delineation data sheets. **Following final payment**, Stantec will submit the final report to the Client.
- ALL wetland delineations completed under the assurance program require submittal to WDNR for continued compliance with the program.
- The Client understands that assurance does not change the need for decisions on wetland fill permits, eliminate State regulatory authority to review the wetland delineation, or eliminate coordination with federal agencies (e.g. USACE) that may have jurisdictional authority over the subject wetland/waterway.

IMPORTANT: *The information provided by Stantec regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. By selecting an assured delineator, wetland delineation review and written concurrence from the WDNR's Wetland Identification Program are not required. However, please be aware that under any circumstance, WDNR reserves the right to review wetland boundaries delineated by assured delineators and may require that adjustments be made to the boundary as a result of this field review. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on various factors including, but not limited to, the agency representative completing the review, the timeliness of the agency review, recent precipitation patterns, and season of the year. In addition, the physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature and extent of wetlands on the site.*

The ultimate decision on wetland boundaries rests with the USACE and, in some cases, the WDNR or a local unit of government. Some local government agencies may not participate in the assurance program and may require WDNR concurrence for local approvals. In this case, the WDNR review process will be streamlined for assured delineations.

ASSUMPTIONS

Together with the description of proposed tasks set forth in the Scope of Services, above, the following assumptions define the parameters on which the proposed scope and cost for this project are based:

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- The Client shall review the included *Study Area Map* and confirm that the correct area to be investigated has been identified. The Client will inform Stantec if anyone needs to be contacted prior to entering the property for completion of field work.
- The Client shall secure property access and any appropriate access permissions prior to commencing field work.
- This Scope of Services does not include meeting with or obtaining jurisdictional concurrence (or other determinations) from the appropriate regulatory agencies. Regulatory coordination and/or requests for additional information beyond that included in our standard wetland report will be completed as authorized by the Client on a time and materials basis as an Extra Service (see below).
- Stantec recommends the Client obtain an opinion and authority from regulating government agencies before proceeding with any development or utilization of the property. If the Client proceeds to change, modify or utilize the property in question without obtaining authorization from the regulating governmental agency, it will be done at the Client's own risk and Stantec will not be responsible or liable for any resulting damages.
- As we are all aware, we are working in unprecedented times as a result of the COVID-19 pandemic. The situation is a very fluid one. Our proposal is based on what we understand as of today but may change as conditions change. We would be pleased to have a further discussion with you about our respective plans to manage and mitigate the impact of this evolving situation on your proposed project.

COST ESTIMATE

Stantec will complete the tasks outlined in the Scope of Services for **a lump sum fee of \$4,147.00**, which includes reimbursable expenses (mileage, copying charges, etc). Stantec will complete other tasks, extra services, and/or attend meetings in addition to the outlined scope of services and assumptions, as authorized by the Client, on a time and materials basis at the hourly billing and expense rates in the attached rate sheet. If there are changes to the scope of services that would cause the estimated fees to be exceeded, Stantec will contact the Client for approval to proceed. Stantec will furnish Extra Services upon request and under separate terms as described below.

PROJECT SCHEDULE

Stantec will initiate this project following acceptance and receipt of a signed agreement, within the growing season (estimated to be between May 1st and November 1st annually). Fieldwork schedules are dependent upon site access and weather conditions. A Stantec representative will contact you to coordinate and schedule a time to proceed with the fieldwork, if desired. We will continue to work closely with you and project team members to prepare the deliverables in a timely manner and will work to meet your project's schedule.

EXTRA SERVICES

Extra Services are those services that are not part of the base Scope of Services provided above but could potentially be needed for a project of this type. Extra Services may include, but are not limited to the following:

- Fieldwork beyond that identified in the Scope of Services

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- Submitting final wetland delineation report or wetland related permit requests to appropriate regulatory agencies
- Collecting and/or providing additional information requested by regulatory agencies
- Project team and regulatory agency meetings/coordination beyond that identified in the Scope of Services
- Permit applications beyond those identified in the Scope of Services
- Expert witness testimony

PAYMENT TERMS & CONDITIONS

Payment for services and expenses will be due immediately upon receipt of invoices. Final reports will be withheld until all payments are made in full. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

Please remit payments for invoices to:

**Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693**

The above-stated fee and specified hourly rates proposed for this scope of services are valid for 30 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Terms and Conditions, ***please send executed Agreement to:***

**Attn: Sarah Majerus
Stantec Consulting Services Inc.
12080 Corporate Parkway, Suite 200
Mequon, WI 53092**



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If you have any questions, or require any additional information, please contact me (contact information provided below). We look forward to working with you on this project.

Regards,

Stantec Consulting Services Inc.

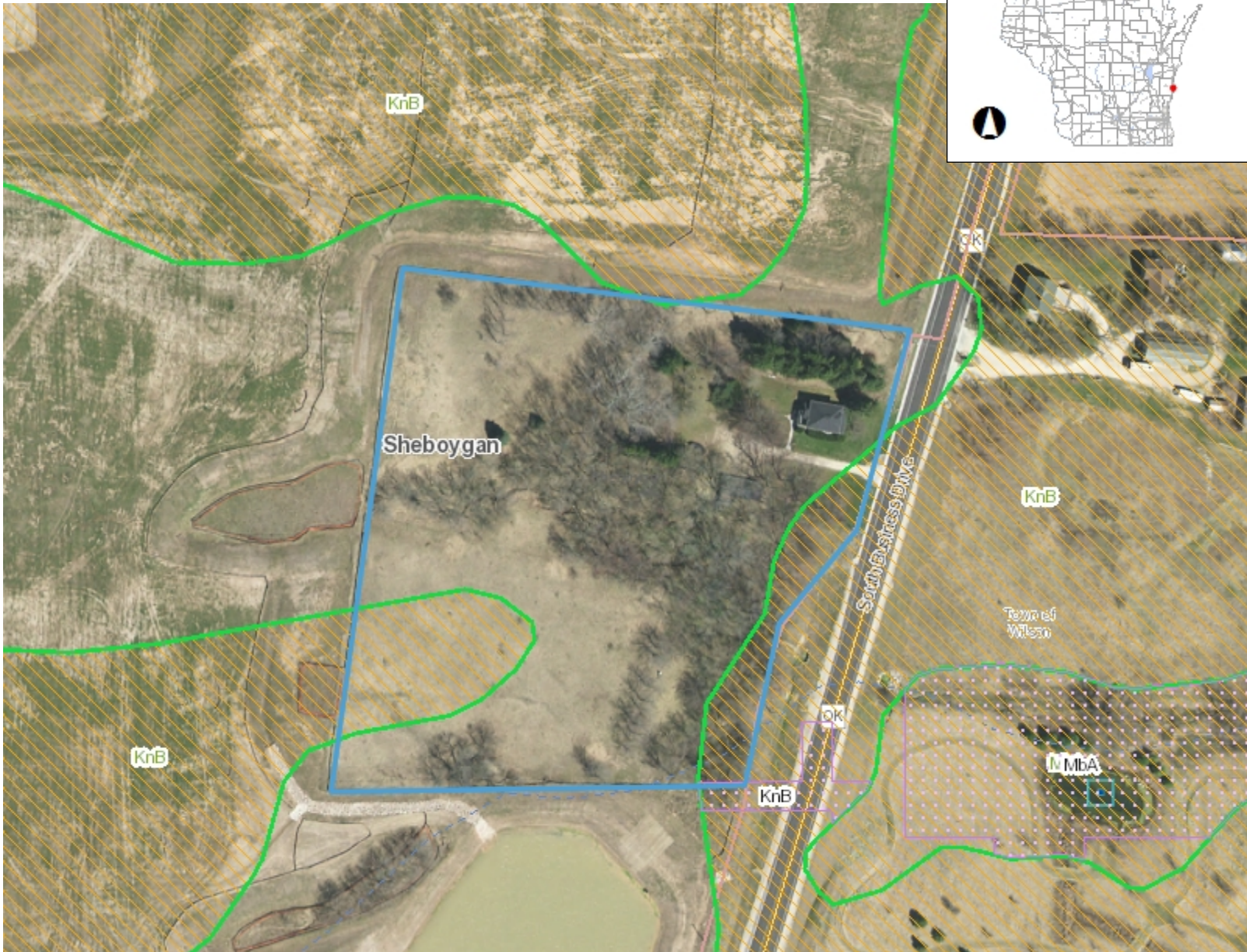
A handwritten signature in blue ink, appearing to read "Sarah Majerus".

Sarah Majerus
Senior Scientist
Phone: 920-627-3183
Sarah.Majerus@stantec.com

Attachment: Study Area Map, Agreement, Terms & Conditions, Rate Sheet



Study Area Map



Legend

- Wetland Indicators
- Wetland Class Areas
- Wetland Class Points**
 - Dammed pond
 - Excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- Wetland Identifications and Confirmations
- NRCS Wetspots
- NRCS Soil Hydric Ratings**
 - Hydric
 - Predominantly Hydric
 - Partially Hydric
 - Predominantly Non-Hydric
- County Boundary
- Cities, Towns & Villages**
 - City
 - Village
 - Civil Town
- Railroads

0.1 0 0.03 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 1,980

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

Notes

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AGREEMENT

By signing this proposal, _____ authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

Client Company Name

This proposal is accepted and agreed on the _____ of _____, _____.

Day

Month

Year

Per: _____

Client Company Name

Print Name & Title

Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



ATTACHMENT – STANDARD RATE TABLE

BC1937_2023 -1

HOURLY RATES

Stantec Billing Level	2023 Hourly Rate*
3	\$104
4	\$117
5	\$127
6	\$131
7	\$139
8	\$145
9	\$155
10	\$161
11	\$172
12	\$178
13	\$187
14	\$195
15	\$220
16	\$250
17	\$259
18	\$265
19	\$273
20	\$285
21	\$296

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.