

In accordance with paragraph 1.01 of the **Master Agreement for Professional Services between the City of Appleton, WI ("City") and R.A. Smith ("Consultant")**, dated January 5, 2015 ("**Agreement**") and as amended effective January 2, 2018, **Consultant** and **City** agree as follows:

I. Specific Project Information

A. Title: Appleton Southpoint Commerce Park Wetland Delineation

B. **Description of Services to be Performed:** We will provide wetland delineation services of Southpoint Commerce Park and provide the City with both electronic and hard copies of the final deliverables as further described herein. Services conducted under this contract will be provided on a time and materials basis.

II. Scope of Services:

Identification and delineation of wetlands on the subject property will be completed as requested by the City of Appleton, including these specific subtasks:

- A. **Background Information Review:** A background data and map search will be conducted to establish previous and current conditions that exist on the subject property. The subject property extends north from Midway Road between Eisenhower Drive and North Coop Road, to the business park's northern limits. The documents used to characterize the subject property may include but are not limited to:
- Available past reports and studies as provided by the City of Appleton
 - U.S.G.S. 7.5-Minute Topographic Quadrangle Maps
 - Large Scale Site Maps (if available)
 - Aerial Photographs (typically 2005 and 2010)
 - Wisconsin Department of Natural Resources (WDNR) Surface Water Viewer Tool (http://dnr.wi.gov/org/water/data_viewer.htm)
 - Wisconsin Wetland Inventory (WWI) Maps
 - County Soil Surveys & County Hydric Soils Lists for Calumet & Outagamie Counties (<http://websoilsurvey.nrcs.usda.gov/app/>)
 - WDNR Threatened & Endangered Species (TES) Fact Sheets
 - WDNR/BER County TES Data for Calumet & Outagamie Counties (<http://www.dnr.state.wi.us/org/land/er/nhi/CountyData/>)
- B. **Field Wetland Assessment:** During the field study, wetland areas will be identified using the Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetland Delineation Manual and in the Regional Supplements, and in accordance with Wisconsin Department of Natural Resources (WDNR) requirements. Due to the presence of agricultural activity within the Study Area, a Farmed Area Desktop Review will be conducted prior to field work to determine the presence/absence of wetness signatures. The delineation technique uses a multi-parameter approach, which requires evidence of wetland hydrology, hydric soils, and hydrophytic vegetation. Topographic conditions and professional judgment are also given consideration. Areas exhibiting wetland criteria are flagged in the field and marked on available site maps. Data are collected at sample points using the Northeast/Northcentral Regional Supplement data forms to verify the wetland boundary, and representative photographs are taken. The sample point locations are also flagged in the field. The wetland boundary will be marked in the field with pink flags with the words "Wetland Delineation" and the boundary will be mapped using a handheld GPS unit (Trimble Geo7X), which has sub-foot-accuracy. The findings will be documented in a wetland delineation report.
- C. **Wetland Delineation Report:** We will prepare a wetland delineation report to document the findings of the background map review, describe the field procedures, and provide the results of

the wetland delineation. Farmed area desktop review, data sheets, soils map, aerial photographs, Wisconsin Wetlands Inventory map and color copies of photographs will be included in the report. A wetland boundary map to show the location of wetland boundaries will also be included in the final delineation report.

We will deliver the final report to the City in hard copy and electronic (MS Word) format. Drawings, exhibits, and maps will be provided in a GIS (ArcMap) and AutoCAD format. In addition, a complete final report will be provided in Adobe Acrobat (PDF) format. Wetland boundaries will be provided in electronic format to the City of Appleton in both AutoCAD and GIS compatible files referenced to the City of Appleton’s recommended coordinate system.

- D. **Regulatory Agency Coordination:** The R.S. Smith Ecologist leading the work is a WDNR Assured Delineator, therefore concurrence from the WDNR is not necessary. The USACE has requested that delineation reports not be sent to them for concurrence unless the project is associated with a wetland fill permit application.
- E. **USACE Approved Jurisdictional Determination:** We will request Approved Jurisdictional Determinations for wetlands identified within the Southpoint Commerce Park Study Area, prioritizing parcels with pending offers or potential offers.
- F. **WDNR Artificial Wetland Exemption and/or WDNR Non-Federal Wetland Exemption:** We will apply for WDNR Artificial Wetland and Non-Federal Wetland Exemptions after completion of Wetland Delineation Report and upon receipt of USACE Approved Jurisdictional Determinations.

III. Deliverables

All deliverables shall be provided to the City, and shall be the sole and exclusive property of the City and shall not be used, distributed, shared, sold, exchanged or published by Consultant without the City’s consent. We will return to the City, at no cost to the City, any plans, files, maps or other documents that City provides during the term of this project. Deliverables shall further include any electronic or printed documents, data, and work products developed for this project.

IV. Additional Services

Additional services, if requested by the City of Appleton, will be provided upon authorization as an amendment to this task order.

V. City’s Responsibilities

City shall have the responsibilities set forth in the Agreement and shall provide access to the project site as needed to complete the required services and any other existing data pertinent to the proposed project.

VI. Times for Rendering Services

We will begin fieldwork the month of August 2019 for this project, weather permitting. An electronic copy of the wetland boundary map will be prepared and provided to the City within two (2) weeks following completion of the fieldwork. The wetland report will be submitted within five (5) weeks following completion of the delineation fieldwork.

VII. Payments to Consultant

- A. We will provide the above-described services on a time and expense basis with time charged in no less than fifteen (15) minute increments, **not-to-exceed \$19,600 (excluding lots with accepted offers) or not-to-exceed \$20,300 (including lots with accepted offers)**, unless otherwise authorized in writing.
- B. **Key Project Personnel Fee Schedule:** The following hourly rates will be applied to services provided under this task order:
 - 1. Theran Stautz, PWS (Ecologist/PM) \$ 117.00

- 2. Tina Myers, PWS (Ecologist) \$ 117.00
- 3. Charlie Nowakowski (Ecologist Tech 1) \$ 99.00
- 4. Matt Stangel (Ecologist Tech 1) \$ 99.00

Hourly billing rates for other Consultant personnel providing support for additional services will be offered in accordance with the R.A. Smith, Inc. Standard Hourly Rate Schedule in effect at the time the services are authorized.

C. **Direct Expenses:** Direct expenses related to the services provided under this task order will be applied in accordance with the following rates. Other items or supplies provided with these services will be charged at cost, without any markup.

- 1. Travel – mileage: \$ 0.585/ mile
- 2. GPS Data Collector: \$ 120.00/ day

D. **Additional Service Authorization:** As the project progresses, additional services beyond the Scope of Services herein may be provided upon written authorization(s) amending this Task Order or any individual wetland delineation assignment.

VIII. Consultants

No other consultants have been identified or are contemplated to assist with the professional services authorized by this Task Order.

IX. Other Modifications to Agreement - None.

X. Attachments/Exhibits - None.

XI. Documents Incorporated By Reference - None.

XII. Terms and Conditions

Execution of this Task Order by Consultant and City shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon the earlier of its receipt of a copy of this Task Order signed by City or the authorized Effective Date. The Effective Date of this Task Order is July 20, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

R.A. Smith, Inc. (Consultant):

By: Jeff Mazanec
Jeff Mazanec, PE
Project Principal

By: Theran Stautz
Theran Stautz
Project Manager

City of Appleton (City):

By: _____ Date: _____
Karen Harkness, Director
Department of Community and
Economic Development