

## AGREEMENT FOR CONSULTING SERVICES

This AGREEMENT FOR CONSULTING SERVICES (the “Agreement”) is made and entered into as of 01/05/2026 (the “Effective Date”) by and between Solid Ground Environmental, LLC, a Kansas limited liability company (the “Consultant”) and Sauk County.

### WITNESSETH

WHEREAS, Consultant desires to be engaged as an independent contractor to provide certain professional services (as that term is defined below); and

WHEREAS, Sauk County desires to engage Consultant to provide the Services, in accordance with terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the above premises, mutual promises, and covenants hereinafter set forth, the parties hereto covenant and agree as follows:

**1. Scope of Services:** Consultant is hereby engaged to perform the following Services for the Sauk County:

- (a) Consultant will conduct a Phase I Environmental Site Assessment, in general accordance with American Standard for Testing and Materials (ASTM) 1527-21 – Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, (“ASTM 1527-21”) on the following property: parcel # 010-0760-01200 in Reedsburg, WI 53959 the “Property”. ASTM 1527-21 provides that “This practice is intended to permit a user (Sauk County) to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability.” ASTM 1527-21 is not an environmental compliance audit and does not represent an exhaustive search of environmental issues on or at the Property, rather what is practically reviewable and reasonably ascertainable as defined in ASTM 1527-21.
- (b) Consultant will prepare the Final Report (as defined below), in general accordance with ASTM 1527-21 **and attached Sauk County letter**, and will undertake all reasonable efforts to deliver one electronic and of the Final Report to Sauk County by February 6, 2026 .
- (c) The Final Report shall include information specific to ASTM 1527-21. Sauk County agrees to provide all the information requested in Schedule 1 attached to this Agreement, which is to be relied upon and included in the Final Report. The Final Reports shall not include non-scope items including, but not limited to: asbestos, radon, lead-based paint, wetlands, lead in drinking water, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, biological agents, and mold. If Sauk County requires Consultant’s services for non-scope items, a consulting fee shall be determined and an amendment to this contract shall be signed by both Sauk County and Consultant.

**2. Compensation and Payment:**

(a) Subject to the terms of this Agreement and in consideration of Consultant's agreement to provide the Services, Sauk County shall pay to Consultant the "Fees," in the amount of:

**Fixed fee of \$2,250.00 dollars.**

Hourly fee of \_\_\_\_\_ dollars.

(c) The Fees in Section 2(a) of this Agreement are exclusive of any sales, use, personal property, value added and goods / services taxes ("Taxes"). Where applicable, such Taxes shall appear as a separate item on Consultant's invoice and Sauk County shall be liable for the payment of such Taxes to Consultant.

(d) Consultant shall submit to Sauk County an invoice for the Services rendered and Taxes for which Sauk County agrees to pay Consultant in accordance with the terms of this Agreement.

(e) Payment of all invoiced amounts owed to Consultant shall be due upon receipt of Consultant's invoice. Any invoices not paid within forty-five (45) days of invoice date will be subject to a service charge of one and one half percent (1.5%) per month, or the highest amount allowed by law, whichever is less.

**3. Term:** The term of this Agreement shall commence on the Effective Date and cannot be cancelled or terminated by either party prior to completion of the Services, provided that: Sauk County provides Consultant with access to the entire property. In the event of an early termination, all monies due to the Consultant shall be paid to the Consultant as of the termination date. Any portion of the Final Report completed on the termination date will be delivered to Sauk County.

**4. Limited Services/Confidential Information:** Consultant expressly agrees not to divulge, publish or communicate any information regarding Sauk County or their financial conditions to any person without the express written consent of Sauk County. All information obtained by Consultant during this engagement and all suggestions and recommendations received by Sauk County shall remain the property of Sauk County and Consultant shall keep all such matters confidential.

**5. Limitations.** The findings and conclusions presented in the final report will be based on the site's current utilization and the information collected as discussed in this proposal. Solid Ground does not warrant database or third party information (such as from interviewees) or regulatory agency information used in the compilation of reports. Phase I ESA's, such as the one proposed for this site are limited in scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by

the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information may and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

6. **Insurance:** Consultant shall obtain and maintain in force, at its own expense, throughout the performance of its obligations under this Agreement, insurance coverage against claims that may arise out of, or result from, Consultant's operations, the operations of Consultant's subcontractors and of any other entity directly or indirectly engaged by Consultant in connection with the provision of the Services. Sauk County and Consultant agree that claims from either party for breach of this agreement or for failure to perform in accordance with the Standard and Care shall not be initiated more than five (5) years from the date on which the Consultant completes its services on the project. This insurance shall include the following coverage with limits no less than those set forth below:

Professional Liability, including errors and omission, up to one million dollars.

8. **Governing Law.** This Agreement and any terms and conditions herein shall be governed and construed according to the laws of the State of Wisconsin.
9. **Amendment.** This Agreement may only be modified in writing, executed by each party.
10. **Complete Agreement.** This Agreement and the Schedule attached hereto contains the entire terms of the agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original, and all such counterparts, taken together, shall constitute one and the same agreement, even though all the parties may not have executed the same counterpart. Executed counterparts of this Agreement may be delivered via facsimile transmission.
12. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that, Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30

days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Wisconsin law.

IN WITNESS WHEREOF, Consultant and Sauk County have each cause their duly authorized representatives to execute and deliver this Agreement as of the date first written above.

CONSULTANT:  
Solid Ground Environmental, LLC  
P.O. Box 860242  
Shawnee, Kansas 66286

By: Joe Beveridge

Please provide a contact name and phone number for the required site visit if available:

Name:

Phone Number:

If available, please provide an owner name and phone number for the required owner interview

Name:

Phone Number



By: \_\_\_\_\_

Title: President

Sauk County ADDRESS:

S7995 White Mound Drive, Hillpoint, WI 53937

Signature: \_\_\_\_\_

Printed Name: Lisa Wilson

Title: County Administrator

**SCHEDULE 1**  
**INFORMATION TO BE PROVIDED BY SAUK COUNTY**

1. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state, or local law?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:

2. Are you aware of any activity and use limitations, such as, engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state, or local law?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:

3. As the user of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:

4. Does the purchase price for this property reasonably reflect the fair market value of the property?

Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain:

5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the Consultant to identify conditions indicative of releases or threatened releases of hazardous waste or petroleum products?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:

6. As the user of this ESA, based on your knowledge and experience related to that property are there any obvious indicators that point to the likely presence of contamination at the property?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:

7. Pursuant to ASTM E 1527-21, do you know whether any of the following documents exist related to the subject property and, if so, whether copies can and will be provided to the Consultant?

Environmental Site Assessment Reports,  Environmental Compliance Reports,  Geotechnical Studies,  Reports regarding hydrogeologic conditions,  Registrations for above or underground storage tanks,  Notices or other correspondence from any governmental agencies relating to past or current violations of environmental laws,  Registrations for underground injection systems, or  **Results of user-performed AUL and environmental lien searched performed**

Name: \_\_\_\_\_ Date: \_\_\_\_\_



January 5, 2026

Joe Beveridge  
President  
Solid Ground Environmental, LLC  
913-461-9906

RE: Phase 1 Environmental Site Assessment

Dear Mr. Beveridge,

Thank you for providing a quote for a Phase 1 Environmental Site Assessment. Please include this letter as part of the contract.

Scope of services: complete Phase 1 Environmental Site Assessment (ESA) of parcel number 010-0760-01200 in Reedsburg, WI 53959 (approximately 2.62 acres), complying with ASTM E-1527-21 Standard to identify, to the extent feasible, recognized environmental conditions in connection with the property. In general, the Phase 1 ESA should consist of records review, site reconnaissance, user-provided information based on user's land title records review, interviews (present and past owners, operators, occupants and government officials), evaluation and report. Sources of information for the Phase 1 ESA may include a database report, local records search, historical aerial photos, city directory review, interviews and a site inspection.

Schedule: complete report within 3 weeks of signed agreement.

Payment: upon receipt of the complete report, payment will be sent to Solid Ground Environmental within 45 days.

Sincerely,

Jekka Alt  
Parks + Recreation Manager, Sauk County Parks + Recreation  
Sauk County Land Resources + Environment Department  
(608) 355-4800  
jekka.alt@saukcountywi.gov