

**Village of Somers
7511 12th Street
Somers, WI 53171**

**Village Board Meeting
Agenda
Tuesday, July 8, 2025
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on June 24th, 2025, Special Board Meeting on July 1 st , Vouchers dated June 26, July 2nd, & June ACH Payments, June Building Report, May Investment Statements
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Action on approval of sewer televising quote
8	Action on approval of change in Village Ordinance 17.32(B)
9	Action on approval of applications for “Class B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum, located at 880 Green Bay Road for the Pike River Benefit Concert Series #3 on August 8, 2025, and their Walk in the Woods Art Fair on September 6, 2025, and a request to waive fees.
10	Action on approval of soil boring proposals
11	Action on board’s desire to post a sign at Walmart’s entrances of the store informing shoppers of the Village of Somers Shoplifting Ordinance.
12	Action on Operator’s Licenses: Joseph Alessi, Jennifer Epley, Audrey Kessler, Haven Brunner, Wendy Bosco and Rhesana Marchese
13	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the July 8, 2025 Village Board Meeting in 1 public place & on the Village website.

Dated this 3rd day of July 2025

Wendy Burnette, Clerk-Treasurer

Original Post Date: July 3, 2025

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.**

**Village of Somers
Proceedings from the Regular Board Meeting June 24, 2025**

President Stoner called the meeting to order at 5:30 p.m.

President Stoner led the Pledge of Allegiance.

Present: President Stoner, Trustees Ben Harbach, Joe Smith, Karl Ostby, Jackie Nelson and Scott Fredrick. Jack Aupperle was excused. Also present: Interim Administrator Chris Swartz, Clerk/Treasurer Wendy Burnette, Assistant to the Administrator Kevin Poirier, Chief Ben Andersen, and Attorney Jeff Davison.

Consent and Approval of Minutes of Regular meetings on June 10, 2025, Vouchers dated June 12 and June 19

Trustee Ostby moved to approve the Minutes of Regular meetings on June 10, 2025, Vouchers dated June 12 and June 19.

Seconded by Trustee Smith.

Trustee Harbach asked about the charge on page 10 for 3,171.31 for LF George.

Josh Sullivan mentioned that it was for repairs that were done on excavator replacing a screen that runs all the controls.

Motion carried. 6-0 vote.

Correspondence

None

Citizen Comments

None

President and Trustee Comments

President Stoner mentioned that the Interim Administrator Chris Swartz and himself have been working diligently on three major projects. He is not at liberty to speak on those, but they are very promising. Interim Administrator Chris Swartz is working on development agreements for Maple Crest.

Action on proposed Resolution No. 2025-009, A Resolution Authorizing Submittal of CMAR Report

Trustee Ostby moved to approve on Resolution No. 2025-009, A Resolution Authorizing Submittal of CMAR Report.

Seconded by Trustee Harbach

Motion Carried. 6-0 vote

President Stoner asked if this was through Public Works and if everything is okay with this.

Superintendent Josh Sullivan said yes.

Action on Ehlers and Associates to Update 2023 Long-Range Financial Plan

Trustee Ostby moved to approve Ehlers and Associates to Update 2023 Long-Range Financial Plan not to exceed \$10,500.00 dollars.

Seconded by Trustee Nelson

Motion Carried. 6-0 vote

Action on an agreement for Phase I and Phase II with Mueller Communications for the purpose of gathering option solutions and conducting a community survey about Public Safety Levy Limit Referendum

Trustee Ostby moved to approve Phase I and Phase II with Mueller Communications for the purpose of gathering option solutions and conducting a community survey about Public Safety Levy Limit Referendum not to exceed \$63,773.000 dollars funded by reserve funds

Seconded by Trustee Fredrick

Trustee Harbach asked if we really need this service since most of the work has already been completed. He mentioned he will not be supporting this.

President Stoner stated he has already discussed this with Chief Anderson. He feels this may be something that will be needed in the future but believes now is too premature. He mentioned the Chief is doing a great job, but all fire departments have staffing problems. He will not be supporting this.

Trustee Nelson mentioned that she spoke to Chief Andersen regarding expenses and need for staff in law enforcement and public safety. She just now questions whether this is a good time. She would like to be able to justify to the residents the income vs expenses and why we need this referendum.

Trustee Ostby does agree we need the 10-year financial plan from Ehlers so we can see where we stand and what revenue we will need going forward. He mentioned we may even be able to scale back on the projected referendum amount.

Chief Anderson stated the proposed estimate provided by Mueller should be less since a lot of the work has already been completed. He also mentioned that if we don't hire a company to communicate to our residents about the referendum and the need for the referendum, they will not understand the financial need and it may not be successful. He mentioned that the village is not deciding tonight to do the referendum. We are deciding to get the citizens opinions regarding this matter. And based on their feedback we can choose to follow through with the referendum or not prior to election.

Trustee Smith feels we need to go forth and see if the people are interested in this at all.

Roll Call-Trustee Fredrick Aye, Trustee Nelson Aye, President Stoner Nay, Trustee Ostby Aye, Trustee Harbach Nay, Trustee Smith Aye

Motion carried. 4-2 vote

Action on Kenosha Country Club Yearly Cabaret License 2025-2026

Trustee Ostby moved to approve Kenosha Country Club Yearly Cabaret License 2025-2026.

Seconded by Trustee Smith

Motion carried. 6-0 vote

Action on J&M's Special Event Permit for July 4, 2025, from 11am-8pm

Trustee Ostby moved to approve on J&M's Special Event Permit for July 4, 2025, from 11am-8pm.

Seconded by Trustee Nelson

Motion carried. 6-0 vote

Trustee Smith asked why this needs to be a special event if this is done every year and it's a national holiday for us.

Clerk Treasurer Wendy Burnette mentioned that J&Ms would like music on their patio and for them to do that, they need this special permit.

Action on 2025 Mobile Home Park License Renewals from Oakdale Estates, Inc. & Oakdale Estates Mobile Home Park & Sales, 11515 1st Street; Mid City Mobile Homes, 1530 Sheridan Road; Alford Mobile Home Park, 1870 Sheridan Road; and Embassy Mobile Home Park, 1784 Sheridan Road

Trustee Harbach moved to approve on 2025 Mobile Home Park License Renewals from Oakdale Estates, Inc. & Oakdale Estates Mobile Home Park & Sales, 11515 1st Street; Mid City Mobile Homes, 1530 Sheridan Road; Alford Mobile Home Park, 1870 Sheridan Road; and Embassy Mobile Home Park, 1784 Sheridan Road

Seconded by Trustee Smith

President Stoner mentioned that he spoke to the building inspectors about Alford and Embassy Park. There have been over 40 mobile homes taken out and the new company is going to start moving new ones in.

Motion carried 6-0 vote

Action on Operator's Licenses: Maureen Dobyms, Christine Stalker, Michael Grover, Diane Hoff, Brenda Beamon, Timothy Strupp, Janiah Topel, Grace Kozel, Cody Hudson, Katie DeBartolo, Vishal Bhardwaj, April Ramos, Lauren Smith, Gautamkumar Patel, Harshadkumar Patel, Ayla Meo

Trustee Ostby moved to approve the Operator's Licenses: Maureen Dobyms, Christine Stalker, Michael Grover, Diane Hoff, Brenda Beamon, Timothy Strupp, Janiah Topel, Grace Kozel, Cody Hudson, Katie DeBartolo, Vishal Bhardwaj, April Ramos, Lauren Smith, Gautamkumar Patel, Harshadkumar Patel, Ayla Meo

Seconded by Trustee Harbach
Abstained by Trustee Smith

Motion carried. 5-0 Vote

Adjourn

Trustee Ostby moved to Adjourn at 5:53pm.

Seconded by Trustee Nelson.

Motion carried. 6-0 vote

Drafted this 30 day of June by Wendy Burnette Clerk/Treasurer

These minutes are not official until approved by the Village Board.

**Village of Somers
Special Board Meeting July 01, 2025**

President Stoner called the meeting to order at 5:25 p.m.

President Stoner led the Pledge of Allegiance.

Present: President Stoner, Trustees Ben Harbach, Joe Smith, Karl Ostby, Jackie Nelson Scott Fredrick and Jack Aupperle. Also present: Interim Administrator Chris Swartz, Clerk/Treasurer Wendy Burnette, Assistant to the Administrator Kevin Poirier, Chief Ben Andersen, and Attorney Jeff Davison.

Discussion and possible action on the appointment and contract for the Final Candidate of the Village/Town Administrator

Trustee Ostby moved to approve the appointment and contract for the Final Candidate of the Village/Town Administrator.

Seconded by Trustee Nelson

Trustee Ostby mentioned that he would like to thank PAA on helping the Village/Town find a new administrator. Jim Hurley has accepted the position as the New Administrator.

Trustee Nelson asked if the new administrator would be moving to Somers.

Trustee Ostby mentioned that at this time he will not move to Somers but will discuss later.

Motion carried. 7-0 vote.

Adjourn

Trustee Ostby moved to Adjourn at 5:29 pm.

Seconded by Trustee Nelson.

Motion carried. 7-0 vote

Drafted this 2 day of July 2025 by Wendy Burnette Clerk/Treasurer

These minutes are not official until approved by the Village Board.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
06/26/2025	POOL	265(E)	KWIKTRIP	KWIK TRIP INC	4,085.11
06/26/2025	POOL	64947	T0000234	AARON STROM	748.74
06/26/2025	POOL	64948	AMERCLIMB	AMERICAN CLIMBERS LLC	917.90
06/26/2025	POOL	64949	HOP001	ANDREA & ORENDORFF LLP	1,789.37
06/26/2025	POOL	64950	SPECTRUM	CHARTER COMMUNICATIONS	183.34
06/26/2025	POOL	64951	SPECTRUM	CHARTER COMMUNICATIONS	32.88
06/26/2025	POOL	64952	COLUMNS	COLUMN SOFTWARE PBC	123.12
06/26/2025	POOL	64953	TRI-VISA	ELAN FINANCIAL SERVICES	547.85
06/26/2025	POOL	64954	EMC	EMC INSURANCE COMPANIES	842.10
06/26/2025	POOL	64955	FIRESERV	FIRE SERVICE INC	5,506.70
06/26/2025	POOL	64956	IPRINT	IPRINT TECHNOLOGIES	311.00
06/26/2025	POOL	64957	BUTTSJ	JOSEPH BUTTS	52.60
06/26/2025	POOL	64958	KUSD01	KENOSHA UNIFIED SCHOOL DIST	6,538.37
06/26/2025	POOL	64959	MEN001	MENARDS - RACINE	65.07
06/26/2025	POOL	64960	MILLIMAN	MILLIMAN INC	3,150.00
06/26/2025	POOL	64961	NAP002	NAPA AUTO PARTS	31.72
06/26/2025	POOL	64962	PAT001	PATS SERVICES INC	540.00
06/26/2025	POOL	64963	PAY001	PAYNE & DOLAN INC	95.36
06/26/2025	POOL	64964	WEE001	WE ENERGIES	12.46
06/26/2025	POOL	64965	WEE001	WE ENERGIES	626.11
06/26/2025	POOL	64966	WIFINANC	WI DEPT FINANCIAL INSTITUTIONS	40.00

POOL TOTALS:

Total of 21 Checks:	26,239.80
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	26,239.80

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
07/02/2025	POOL	64967	BRUM	ANN BRUMBACK	64.01
07/02/2025	POOL	64968	MENDELEVIT	ARIK MENDELEVITZ	500.00
07/02/2025	POOL	64969	AAC001	ASSOCIATED APPRAISAL	5,168.09
07/02/2025	POOL	64970	AT&T001	AT&T	124.22
07/02/2025	POOL	64971	LEKERC	CHRI LEKER	500.00
07/02/2025	POOL	64972	CORE	CORE & MAIN LP	450.00
07/02/2025	POOL	64973	ORTIZ	EDGAR ORTIZ	350.00
07/02/2025	POOL	64974	EHLERS	EHLERS	1,000.00
07/02/2025	POOL	64975	TRI-VISA	ELAN FINANCIAL SERVICES	493.70
07/02/2025	POOL	64976	UHS001	FROEDTERT SOUTH INC-PHARMACY	273.75
07/02/2025	POOL	64977	STO001	GEORGE STONER	211.60
07/02/2025	POOL	64978	HINCKLEY	HINCKLEY SPRINGS	56.94
07/02/2025	POOL	64979	GORLEYJ	JIM GORLEY	350.00
07/02/2025	POOL	64980	DOUGLASJ	JOEY DOUGLAS	400.00
07/02/2025	POOL	64981	SOR001	JOHN E SORENSEN	71.78
07/02/2025	POOL	64982	T0000739	JOLLY GIANTS ENTERTAINMENT	675.00
07/02/2025	POOL	64983	ACEHARDWAR	KENOSHA ACE HARDWARE	14.95
07/02/2025	POOL	64984	KCSHERIF	KENOSHA CO SHERIFF DEPT	65.00
07/02/2025	POOL	64985	KEN002	KENOSHA COUNTY TREASURER	2,187.60
07/02/2025	POOL	64986	KILTIES	KILTIES DRUM & BUGLE CORPS INC	1,000.00
07/02/2025	POOL	64987	T0000671	KUSD RAMBLER BAND	1,000.00
07/02/2025	POOL	64988	LAWEVANS	LAW OFFICE OF TIMOTHY R EVANS	4,131.25
07/02/2025	POOL	64989	BROCKMANL	LISA BROCKMAN	500.00
07/02/2025	POOL	64990	MEN001	MENARDS - RACINE	30.95
07/02/2025	POOL	64991	T0000243	MGV HARMONIA	100.00
07/02/2025	POOL	64992	T0000733	MIKE SCHNEIDER	700.00
07/02/2025	POOL	64993	GRANNIES	MILWAUKEE DANCING GRANNIES	600.00
07/02/2025	POOL	64994	NAP002	NAPA AUTO PARTS	50.32
07/02/2025	POOL	64995	PAY001	PAYNE & DOLAN INC	926.36
07/02/2025	POOL	64996	PUBLICADM	PUBLIC ADMINISTRATION ASSOCIATES	10,530.00
07/02/2025	POOL	64997	T0000801	RIVER CITY RHYTHM	1,700.00
07/02/2025	POOL	64998	BAILEY	RON BAILEY	200.00
07/02/2025	POOL	64999	MAJEWSKIS	SARAH MAJEWSKI	150.00
07/02/2025	POOL	65000	MCDONALDS	SHAWN MCDONALD	500.00
07/02/2025	POOL	65001	T0000703	SHORELAND LUTHERAN HIGH SCHOOL	100.00
07/02/2025	POOL	65002	GROSS02	SPENCER GROSS	150.00
07/02/2025	POOL	65003	STERICYCLE	STERICYCLE INC	17.65
07/02/2025	POOL	65004	T0000175	STEVEN KRAUSE	100.75
07/02/2025	POOL	65005	STRAND	STRAND ASSOCIATES INC	6,400.00
07/02/2025	POOL	65006	PEREZT	TERESA PEREZ	400.00
07/02/2025	POOL	65007	WELDSTAR	WELDSTAR COMPANY	582.11
07/02/2025	POOL	65008	WICOURT	WI COURT FINES & SURCHARGES	7,049.28
07/02/2025	POOL	65009	ORTIZCRUZ	WILFRIDO ORTIZ-CRUZ	350.00
07/02/2025	POOL	65010	WAM001	WILLIAM A MORRIS	159.14
07/02/2025	POOL	65011	WCMA	WISCONSIN CITY/COUNTY MANAGEMENT	50.00

POOL TOTALS:

Total of 45 Checks:	50,434.45
Less 0 Void Checks:	0.00
Total of 45 Disbursements:	<u>50,434.45</u>

Village of Somers			
ACH payments and checks from Payroll system during the month of June 2025			
DATE	CHECK#	PAYABLE TO	AMOUNT
5/30/2025	EFT1239	LIBERTY NATIONAL	\$ 2,168.28
6/4/2025	ACH	PNP BILLPAYMENT	\$ 20.00
6/5/2025	ACH	PNP BILLPAYMENT	\$ 124.00
6/11/2025	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 472.43
6/13/2025	ACH	SOMERS PAYROLL	\$ 79,622.77
6/13/2025	EFT1240	INTERNAL REVENUE SERVICE	\$ 28,242.78
6/13/2025	EFT1241	WI DEPT. OF REVENUE	\$ 4,781.00
6/13/2025	EFT1243	WISCONSIN DEFERRED COMP	\$ 1,600.66
6/13/2025	EFT1244	WI SCTF	\$ 403.85
6/13/2025	EFT1245	SOMERS FIRE FIGHTERS	\$ 360.00
6/13/2025	64903	BRIGHTHOUSE FINANCIAL	\$ 215.00
6/13/2025	ACH	PNP BILLPAYMENT	\$ 343.20
6/23/2025	ACH	PNP BILLPAYMENT	\$ 739.80
6/24/2025	64944	SECURIAN FINANCIAL GROUP, INC	\$ 885.81
6/24/2025	64945	SECURIAN FINANCIAL GROUP, INC	\$ 61.04
6/25/2025	ACH	PNP BILLPAYMENT	\$ 110.00
6/26/2025	ACH	MISC DEBIT - DEP ADDITION ERROR	\$ 0.17
6/27/2025	ACH	SOMERS PAYROLL	\$ 81,778.27
6/27/2025	EFT1246	INTERNAL REVENUE SERVICE	\$ 28,106.77
6/27/2025	EFT1247	WI DEPT. OF REVENUE	\$ 4,766.12
6/27/2025	EFT1248	EMPLOYEE TRUST FUNDS	\$ 55,446.84
6/27/2025	EFT1249	DELTA DENTAL	\$ 3,504.45
6/27/2025	EFT1250	DELTA DENTAL & VISION	\$ 477.80
6/27/2025	EFT1251	AFLAC INSURANCE	\$ 212.80
6/27/2025	EFT1252	WISCONSIN DEFERRED COMP	\$ 1,569.19
6/27/2025	EFT1253	WI EMPLOYEE TRUST FUNDS	\$ 55,607.34
6/27/2025	EFT1254	WI SCTF	\$ 403.85
6/27/2025	EFT1255	SOMERS FIRE FIGHTERS	\$ 360.00
6/27/2025	EFT1256	LIBERTY NATIONAL	\$ 1,738.60
6/27/2025	64946	BRIGHTHOUSE FINANCIAL	\$ 215.00
6/27/2025	ACH	PNP BILLPAYMENT	\$ 45.00
6/30/2025	ACH	DEBIT ADJUSTMENT-CK110&4652 185.40 S/B 185.00	\$ 0.80
		TOTAL	\$ 354,383.62

June 2024

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	18	4,821.40
Electric	13	1,185.00
Engineering / Public Works	2	130.00
Land Disturbance	3	200.00
Mechanical	5	467.00
Plumbing	10	2,240.00
Single Family	1	6,476.17
TOTAL:	52	15,519.57

June 2025

- \$3,643.47

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	22	9,221.10
Dumpster	1	25.00
Electric	11	1,390.00
Engineering / Public Works	2	200.00
Mechanical	3	325.00
Plumbing	3	715.00
TOTAL:	42	11,876.10

YTD 2024

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	124	57,704.22
Electric	62	27,589.55
Engineering / Public Works	5	360.00
Land Disturbance	5	330.00
Land Fill	2	130.00
Mechanical	23	5,392.02
Plumbing	57	65,848.11
ROW	11	1,100.00
Single Family	4	24,904.81
TOTAL:	293	183,358.71

YTD 2025

+ \$114,278.82

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	86	236,639.39
Change of Occupancy	1	200.00
Dumpster	14	350.00
Electric	35	13,695.35
Engineering / Public Works	18	1,730.00
Land Disturbance	9	17,150.89
Land Fill	1	65.00
Mechanical	11	910.00
Plumbing	34	5,669.00
Single Family	4	21,227.90
TOTAL:	213	297,637.53

2025 VILLAGE OF SOMERS MONTHLY INVESTMENT INCOME

MAY	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS
INTEREST	\$ 4,255.62	\$ 2,808.05	\$ 3,448.75	\$ 31,007.30	\$ 2,286.37	\$ 38,322.42	\$ 82,128.51
TOTAL INCOME	\$ 4,255.62	\$ 2,808.05	\$ 3,448.75	\$ 31,007.30	\$ 2,286.37	\$ 38,322.42	\$ 82,128.51

MAY	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS
ENDING BALANCES	\$ 3,899,520.20	\$ 4,778,063.09	\$ 1,092,655.81	\$ 8,403,754.23	\$ 620,321.50	\$ 9,904,270.31	\$ 28,698,585.14

*T-Bill MD6-Cell Tower
\$ 508,000.00

MAY	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY
INTEREST RATE	4.48%	3.58%-Average	3.77%	4.36%	4.36%	4.375%
		2.625%; 3.75%; 4.375%				

MAY	STATE BANK (WIN TRUST)	SCHWAB	EHLERS	LGIP-V	LGIP-T	TRI-CITY	TOTALS	PROJECTED FOR YEAR END
Year to date GF	\$ 27,714.26	\$ 14,551.37	\$ -	Included in Tri- City Interest	\$ 10,973.63	\$ 153,238.66	\$ 206,477.92	\$ 495,547.01
Year to date all Funds	\$ 71,613.59	\$ 37,600.44		\$ 154,475.76	\$ 10,973.63	\$ 244,539.32	\$ 519,202.74	\$ 1,246,086.58
GF INTEREST PERCENTAGE	38.70%	38.70%		38%	100%	38%		

LGIP = Local Government Investment Pool
V = Village
T = Town
Ehlers= 2023 borrowing for CIP
GF = General Fund

FEES

MAY	EHLERS	YEAR TO DATE
	\$ (223.75)	\$ (1,142.05)
		\$ -
	\$ (223.75)	(1,142.05)

Accrued Interest

MAY	PERSHING- BORROWING
	\$ -
	\$ -

**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: July 8, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Josh Fugate, Utilities Manager

REVIEWED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #7 Action on sewer televising quotes

BACKGROUND:

During significant rain events, the Pike Creek lift station experiences elevated inflow volumes, particularly from the sanitary system west of the station. Evidence suggests that a substantial portion of this inflow originates from the **Country Charms subdivision**, where sanitary sewer infrastructure was installed between **1963 and 1987**, with most dating to the 1960s.

Valley View subdivision is preliminarily planned to be paved during the 2026 paving program, and with the sanitary sewer at an age of 45 years old, it is standard practice to televise and access the condition of the sanitary sewer to see if rehabilitation is needed prior to paving.

Parkway subdivision (Also known as Beix) also has a sanitary sewer system over 40 years old that needs to be televised and accessed.

The majority of sanitary mains are constructed of **vitrified clay pipe (VCP)**, which is prone to **inflow and infiltration (I&I)** over time due to joint movement, gasket failure, and material degradation. Public Works and Baxter & Woodman have determined that **CIPP (Cured-In-Place Pipe) lining** is likely necessary to rehabilitate this system if the televising reports come back as expected.

Before lining can occur, it is standard practice and a prerequisite to **televise the sewer mains** to assess pipe conditions and determine which segments require lining.

PRIOR ACTION TAKEN:

Presented to the Village Board during 7/1/2025 work session.

FINANCIAL OR BUDGET CONSIDERATION:

The project is estimated to cost **\$101,059.39** for televising and cleaning of the previously mentioned sections. The Village has a fund in the **CIP Improvements - Sewer UD #1** with a line item for **I & I rehabilitation** that is allocated \$200,000 annually (**\$250,000 for 2025**) that can be used to fund this project. There have been no funds used so far this year. If the project ends up costing less than the total estimated amount due to Village crews cleaning a majority of the sanitary sewers, the remaining balance can be used to televise and clean the Pike Creek force main that is believed to be partially plugged.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

It is recommended that the Village proceed with **Great Lakes TV Seal** to televise and partially clean our sanitary sewers for the following reasons:

- **Reputation:** Great Lakes has a proven track record and favorable performance history in similar projects.
- **Cost:** Their televising bid is **26% lower** than the next bidder, The Expeditors.
- **Scope:** One of their proposals also includes **pre-televising pipe cleaning**, which is a required step and would otherwise need to be handled separately by either the Village or the contractor.
- **Access:** Some of the sanitary sewers in our system have access issues for our equipment, particularly near Pike Creek and in the easement between 93rd Avenue and 88th Avenue in Country Charms.

Staff recommends approval. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve televising and partial cleaning of sanitary sewers by Great Lakes TV Seal, as proposed, and direct staff to proceed with the work.”

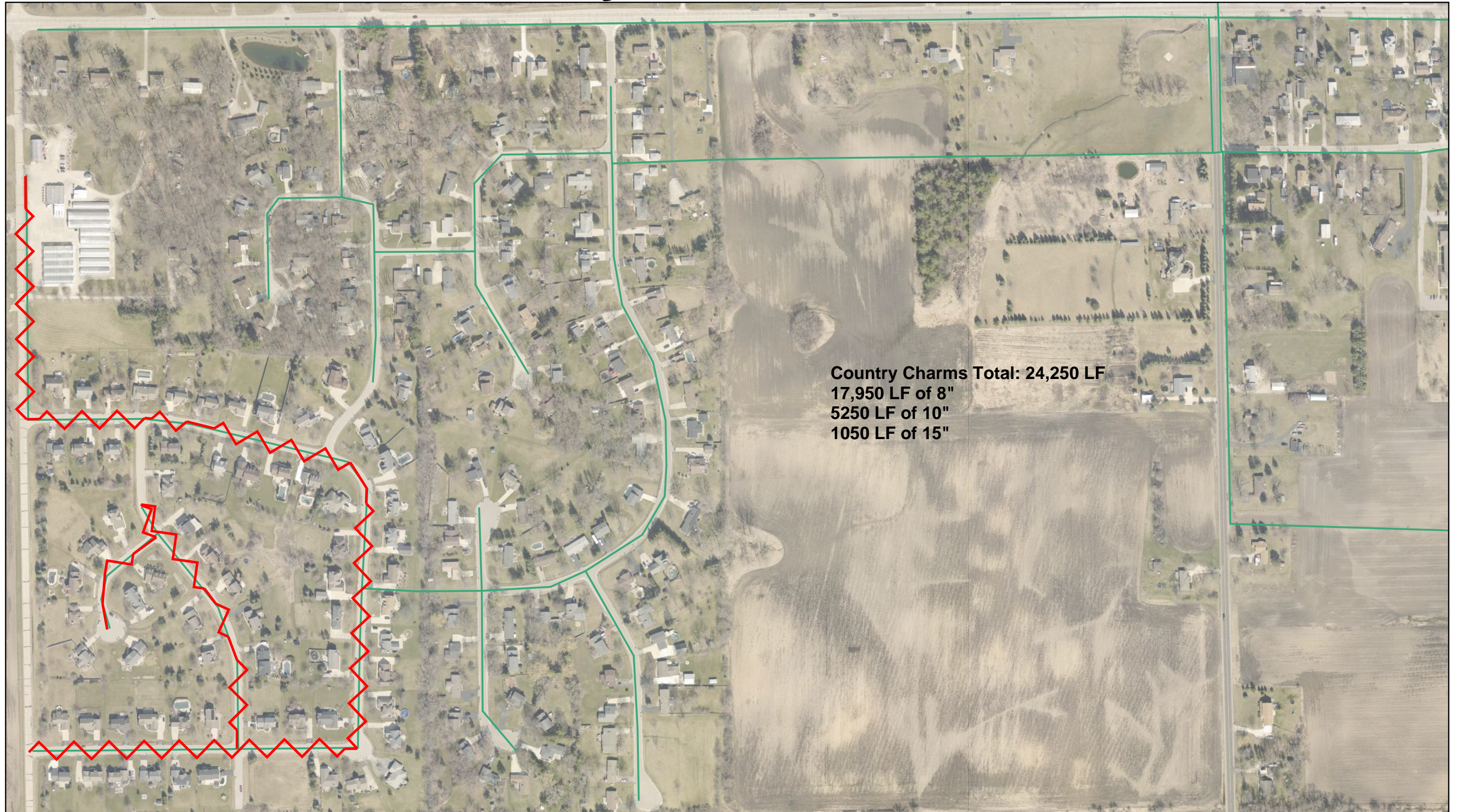
ATTACHMENTS:

Maps of the subdivisions

Quote from The Expeditors, Inc.

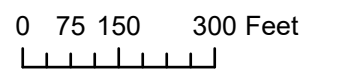
Quote from Great Lakes TV Sealing

County Charms Area

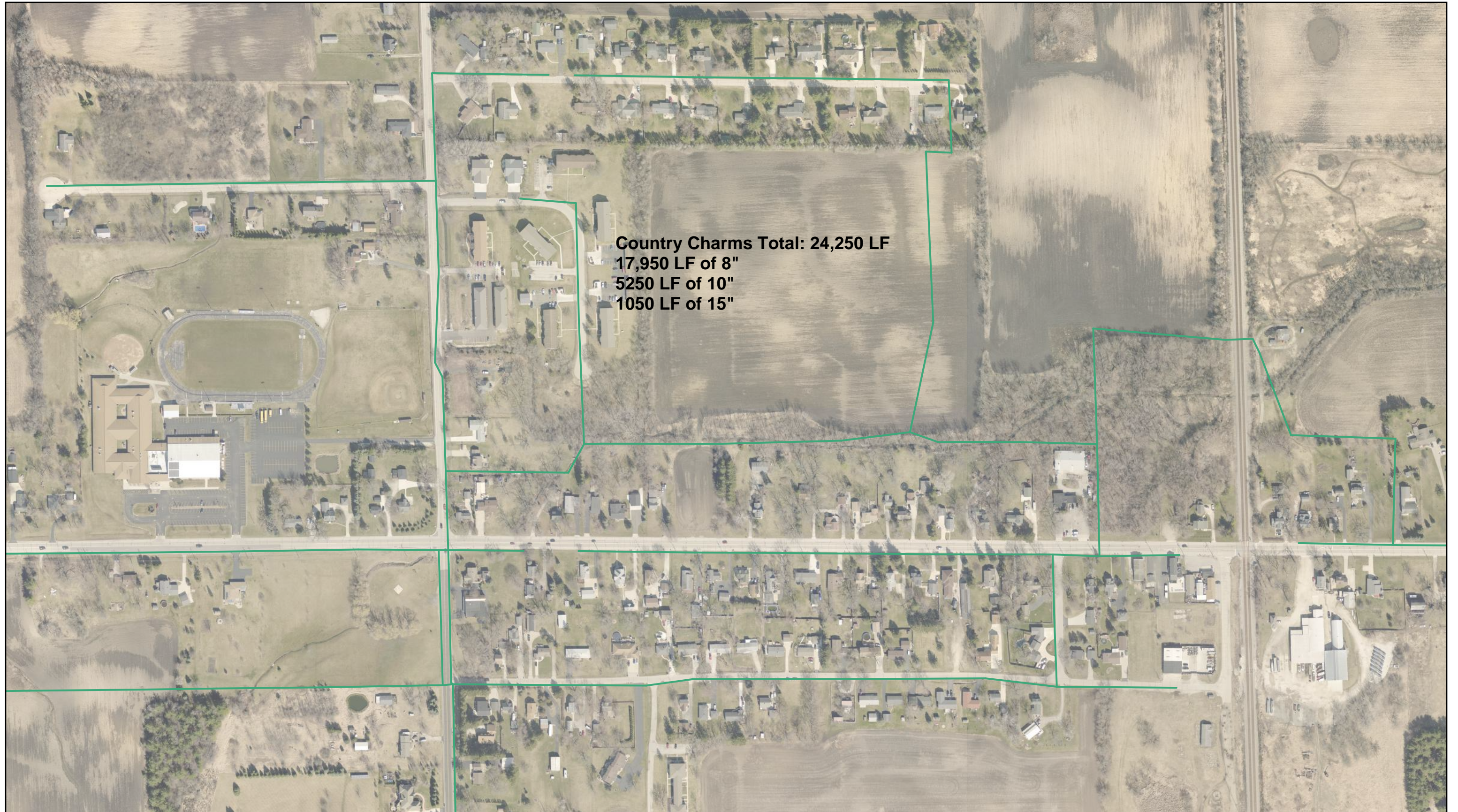


Country Charms Total: 24,250 LF
17,950 LF of 8"
5250 LF of 10"
1050 LF of 15"

Total Laterals: 246

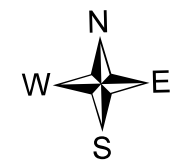


County Charms Area (2)



Country Charms Total: 24,250 LF
17,950 LF of 8"
5250 LF of 10"
1050 LF of 15"

Total Laterals: 246



0 75 150 300 Feet
|-----|-----|-----|

Valley View



Valley View Total 6150 LF of 8"
Total Laterals: 70

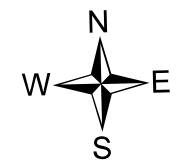


Beix Subdivision



Beix Subdivision 3275 LF of 8"

Bikes Subdivision 3275 LF of 8"
Total Laterals: 46



0 25 50 100 Feet
A scale bar with markings at 0, 25, 50, and 100 feet.

The Expeditors, Inc.

QUOTATION

CUSTOMER: Village of Somers

QUOTE DATE: 5-13-25

CONTACT: Josh Fugate

PROJECT: County Charm Area 2025-2026 Sanitary Sewer Televising

WORK DESCRIPTION: Televis 24,250' LF of 8"-15" Sanitary Sewer

QUOTE: 24,250 X \$.85 = \$20,612.50

***City to clean sewers prior to televising**

Thank you for the opportunity to bid this work. If you have any questions, please feel free to call us at 1-800-657-0879.

**Sincerely,
The Expeditors, Inc.**

Peter J. Muchka



CUSTOMER SIGNATURE:

**139 N. Main St. Dousman, WI. 53118
Phone 800-657-0879 Fax 800-261-3582
theexpeditors@aol.com**

The Expeditors, Inc.

QUOTATION

CUSTOMER: Village of Somers

QUOTE DATE: 5-13-25

CONTACT: Josh Fugate

PROJECT: Bikes Subdivision 2025-2026 Sanitary Sewer Televising

WORK DESCRIPTION: Televis 3,275' LF of 8" Sanitary Sewer

QUOTE: 3,275 X \$.99 = \$3,242.25

***City to clean sewers prior to televising**

Thank you for the opportunity to bid this work. If you have any questions, please feel free to call us at 1-800-657-0879.

**Sincerely,
The Expeditors, Inc.**

Peter J. Muchka



CUSTOMER SIGNATURE:

**139 N. Main St. Dousman, WI. 53118
Phone 800-657-0879 Fax 800-261-3582
theexpeditors@aol.com**

The Expeditors, Inc.

QUOTATION

CUSTOMER: Village of Somers

QUOTE DATE: 5-13-25

CONTACT: Josh Fugate

PROJECT: Valley View Area 2025-2026 Sanitary Sewer Televising

WORK DESCRIPTION: Televis 6,150' LF of 8" Sanitary Sewer

QUOTE: 6,150 X \$.99 = \$6,088.50

***City to clean sewers prior to televising**

Thank you for the opportunity to bid this work. If you have any questions, please feel free to call us at 1-800-657-0879.

**Sincerely,
The Expeditors, Inc.**

Peter J. Muchka



CUSTOMER SIGNATURE:

**139 N. Main St. Dousman, WI. 53118
Phone 800-657-0879 Fax 800-261-3582
theexpeditors@aol.com**

The Expeditors, Inc.

QUOTATION

CUSTOMER: Village of Somers

QUOTE DATE: 5-23-25

CONTACT: Josh Fugate

PROJECT: 2025 Sanitary Sewer Lateral Televising

WORK DESCRIPTION: Televis & Locate 362 Sanitary Sewer Laterals

QUOTE: 362 X \$189.00 = \$68,418.00

***Price does not include any cleaning**

***Full lateral price will be charged even if camera doesn't make it to building**

Thank you for the opportunity to bid this work. If you have any questions, please feel free to call us at 1-800-657-0879.

Sincerely,
The Expeditors, Inc.


Peter J. Muchka

CUSTOMER SIGNATURE:

139 N. Main St. Dousman, WI. 53118
Phone 800-657-0879 Fax 800-261-3582
theexpeditors@aol.com

**TOTAL COST TELEWISE
ONLY : \$98,631.25**



3600 Kewaunee Road
 Green Bay, WI 54311
 Phone: (920)863-3663
 Fax: (920)863-3662

Quotation

Quote Number:
25794

Quote Date:
May 14, 2025

Quoted to:

VILLAGE OF SOMERS
 7511 - 12th Street
 Kenosha , WI 53144

Page:
1

Quote Good Thru	Payment Terms	Sales Rep
6/13/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
REVISED WITH LATERAL TELEVISIONING	.			
2025 SANITARY SEWER INSPECTION	.			
MOBILIZATION/DEMOBILIZATION - TV UNIT AND CREW	EACH	1.00	950.000	950.00
COUNTRY CHARMS AREA	.			
PIPE INSPECTION	FOOT	24,250.00	0.620	15,035.00
VALLEY VIEW AREA	.			
PIPE INSPECTION	FOOT	6,150.00	0.620	3,813.00
PARKWAY AREA	.			
PIPE INSPECTION	FOOT	3,257.00	0.620	2,019.34
LATERAL TELEVISIONING	.			
LATERAL INSPECTION FROM MAIN	EACH	1.00	155.000	155.00
			Estimated 362	\$56,110
QUANTITIES ARE ESTIMATED, ACTUAL QUANTITIES WILL BE INVOICED	.			
WE ARE UNSURE OF OUR WORK LOAD CAPACITY AT	.			

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	Continued
Sales Tax	Continued
Total	Continued



3600 Kewaunee Road
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2

Quote Good Thru	Payment Terms	Sales Rep
6/13/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
THIS TIME. WE HAD AN INFLUX OF WORK ORDERS AND A LARGE AMOUNT OF BIDS STILL AWAITING TO BE AWARDED. WE WILL DO OUR BEST TO COMPLETE IN A TIMELY MANNER.				
<div style="background-color: yellow; padding: 20px; border: 2px solid red;"> <p>TOTAL ONLY TELEVISIONING SEWER : \$77,927.34</p> </div>				
				<div style="background-color: yellow; padding: 5px; border: 1px solid red;"> <p>\$21,972.34 + \$55,955 = \$77,927.34</p> </div>

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored.
 This acknowledgment will enable us to schedule your work more efficiently.
 If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

24/61

Subtotal	21,972.34
Sales Tax	\$77,927.34
Total	21,972.34



3600 Kewaunee Road
 Green Bay, WI 54311
 Phone: (920)863-3663
 Fax: (920)863-3662

Quotation

Quote Number:
25794

Quote Date:
Jun 23, 2025

Quoted to:

VILLAGE OF SOMERS
 7511 - 12th Street
 Kenosha , WI 53144

Page:
1

Quote Good Thru	Payment Terms	Sales Rep
7/23/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
REVISED WITH LATERAL TELEVISIONING	.			
2025 SANITARY SEWER INSPECTION	.			
MOBILIZATION/DEMOBILIZATION - VACTOR AND CREW	EACH	1.00	1,100.000	1,100.00
MOBILIZATION/DEMOBILIZATION - TV UNIT AND CREW	EACH	1.00	950.000	950.00
COUNTRY CHARMS AREA	.			
SANITARY SEWER CLEANING	FOOT	24,250.00	0.650	15,762.50
PIPE INSPECTION	FOOT	24,250.00	0.620	15,035.00
VALLEY VIEW AREA	.			
SANITARY SEWER CLEANING	FOOT	6,150.00	0.650	3,997.50
PIPE INSPECTION	FOOT	6,150.00	0.620	3,813.00
PARKWAY AREA	.			
SANITARY SEWER CLEANING	FOOT	3,257.00	0.650	2,117.05
PIPE INSPECTION	FOOT	3,257.00	0.620	2,019.34
LATERAL TELEVISIONING	.			
LATERAL INSPECTION FROM MAIN	EACH	1.00	155.000	155.00
		Estimated 362		
			\$56,110	

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	Continued
Sales Tax	Continued
Total	Continued



3600 Kewaunee Road
 Green Bay, WI 54311
 Phone: (920)863-3663
 Fax: (920)863-3662

Quotation

Quote Number:
25794

Quote Date:
Jun 23, 2025

Quoted to:

VILLAGE OF SOMERS
 7511 - 12th Street
 Kenosha , WI 53144

Page:
2

Quote Good Thru	Payment Terms	Sales Rep
7/23/25	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
<p>QUANTITIES ARE ESTIMATED, ACTUAL QUANTITIES WILL BE INVOICED</p> <p>WE ARE UNSURE OF OUR WORK LOAD CAPACITY AT THIS TIME. WE HAD AN INFLUX OF WORK ORDERS AND A LARGE AMOUNT OF BIDS STILL AWAITING TO BE AWARDED.</p> <p>WE WILL DO OUR BEST TO COMPLETE THIS YEAR.</p>	.			

**TOTAL WITH CLEANING & TELEVISIONING SEWER :
 \$101,059.39**

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently.

If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quoted amount. If applicable, add the amount(s) to this quote.

Subtotal	44,949.39
Sales Tax	
Total	44,949.39



**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: July 8th, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Scott Seymour, Building Inspector

AGENDA ITEM: #8 Motion to approve proposed Village Ordinance 2025-002 and Recreate Village Ordinance 17.32(B) of the Code of Ordinance of the Village of Somers Relating to Prohibited Discharges

BACKGROUND:

- The Village of Somers Building Inspector received frequent complaints from residents regarding sump pump and gutter downspouts. There is currently no prohibition to this.

PRIOR ACTION TAKEN:

This recommended change was reviewed and discussed at our July 1st Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of the above referenced Prohibited Discharges. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve proposed Village Ordinance 2025-002 and Recreate Village Ordinance 17.32(B) of the Code of Ordinance of the Village of Somers Relating to Prohibited Discharges”

ORDINANCE NO. 25-_____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 17.32(B)
OF THE CODE OF ORDINANCES OF THE
VILLAGE OF SOMERS REGARDING ILLICIT DISCHARGES AND
CONNECTIONS–DISCHARGES PROHIBITED

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 17.32(B) of the Code of Ordinances of the
Village of Somers to read as follows:

(B) **Discharges Prohibited**. No person shall discharge, spill or dump substances or materials which are not entirely composed of stormwater into receiving bodies of water or onto driveways, sidewalks, parking lots or other areas that drain into the storm drainage system.

Water from swimming pools, roof drains, sump pumps, and other similar devices shall not be discharged from a property in a way which would adversely impact neighboring properties.

No sump or roof discharge whether by hose, trench or in any other manner, shall be installed or maintained to discharge, run and flow into an adjacent property.

Dated at Somers, Wisconsin, this _____ day of _____, 2025.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Wendy Burnette, Clerk/Treasurer



**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: July 8, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette, Clerk-Treasurer

AGENDA ITEM: #9 Action on application for “Class B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum, located at 880 Green Bay Road for the Pike River Benefit Concert #3 on August 8th and their Walk in the Park Art Fair on September 6th and request to waive fees

BACKGROUND:

Hawthorn Hollow is a 90-acre Nature Sanctuary that hosts over 6,000 students a year with over 30 educational programs. The Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum event is to raise monies to maintain operations of the preserve.

They approached the Village to request a “Class B” (Picnic) Beer License for the Pike River Benefit Concert #3 on August 8th and their Walk in the Park Art Fair on September 6th.

As these are charity events, they have requested waiver of fees associated with the applications.

PRIOR ACTION TAKEN:

This was discussed and reviewed at our July 1st Work Session

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve application for “Class B” (Picnic) Beer License from Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum, located at 880 Green Bay Road for the Pike River Benefit Concert #3 on August

8th and their Walk in the Park Art Fair on September 6th and request to waive fees

ATTACHMENTS:

Temporary "Class B" Applications and Request to Waive Fee Letter

Temporary Alcohol Beverage License

Municipality
Village of Somers

License(s) Requested	Fees	
	<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees
Background Check		\$
Total Fees		\$

Part A: Organization Information

1. Organization Name
Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum

2. Organization Permanent Address
880 Green Bay Rd

3. City
Kenosha

4. State
WI

5. Zip Code
53144

6. Mailing Address (if different from permanent address)

7. FEIN
39-6061420

8. Date of Organization/Incorporation
12/26/62

9. State of Organization/Incorporation
WI

10. Phone
(262) 552-8196

11. Email
thehollow@hawthornhollow.org

12. Organization type (check one)

Bona Fide Club Church Fair Association/Agricultural Society Veteran's Organization
 Lodge/Society Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? Yes No

14. Wisconsin Seller's Permit Number (if applicable)

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Leveque	Timothy	Director/Agent	(262) 705-9278
Andrea-Schlenker	Susan	President	(262) 515-3555
Kozak Bishop	Charlotte	Treasurer	(262) 496-6830
Halmo	Sandra	Secretary	(262) 960-3806

Continued →

License(s) Requested	Fees	
	<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees
Background Check		\$
Total Fees		\$

Part A: Organization Information		
1. Organization Name Hyslop Foundation DBA Hawthorn Hollow Nature Sanctuary & Arboretum		
2. Organization Permanent Address 880 Green Bay Rd		
3. City Kenosha	4. State WI	5. Zip Code 53144
6. Mailing Address (if different from permanent address)		
7. FEIN 39-6061420	8. Date of Organization/Incorporation 12/26/62	9. State of Organization/Incorporation WI
10. Phone (262) 552-8196	11. Email thehollow@hawthornhollow.org	
12. Organization type (<i>check one</i>)		
<input checked="" type="checkbox"/> Bona Fide Club <input type="checkbox"/> Church <input type="checkbox"/> Fair Association/Agricultural Society <input type="checkbox"/> Veteran's Organization <input type="checkbox"/> Lodge/Society <input type="checkbox"/> Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
14. Wisconsin Seller's Permit Number (if applicable)		

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.			
Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Leveque	Timothy	Director/Agent	(262) 705-9278
Andrea-Schlenker	Susan	President	(262) 515-3555
Kozak Bishop	Charlotte	Treasurer	(262) 496-6830
Halmo	Sandra	Secretary	(262) 960-3806

Continued →



HAWTHORN HOLLOW
NATURE SANCTUARY AND ARBORETUM

Wendy Burnette
Clerk / Treasurer
Village / Town of Somers
7511 12th Street, P.O. Box 197
Somers, WI 53171

April 1, 2025

Dear Ms. Burnette,

Hawthorn Hollow and the Friends of Hawthorn Hollow will be holding our Pike River Benefit Concert series this year on June 13, July 11 and August 8. Our Walk in the Woods Art Fair will be held on September 6th. We are applying for Temporary Class B and "B" licenses for all four of these events, with the Friends of Hawthorn Hollow applying for the first two and Hawthorn Hollow (Hyslop Foundation) applying for the August concert and the Art Fair.

The sale of alcoholic beverages such as wine, seltzer and craft beer help with the proceeds of these events, and add to the flavor of the day. If granted the Temporary Class B and Class "B" Licenses, could you please ask the Village Board to waive the accompanying fees for these fundraising events?

Hawthorn Hollow is owned and operated by the H. Chris Hyslop Foundation, a private 501c(3) non-profit organization. The 90 acre Nature Sanctuary is comprised of three miles of trails meandering through the woods of the Pike River Valley, virgin and restored prairies, perennial gardens, a nature center, three historic buildings, the Heritage Farmstead, an Observatory, and a 12 acre ArbNet Level One Accredited Arboretum. Hawthorn Hollow hosts over 6,000 students a year with over 30 educational programs. All proceeds from these events provide funds to continue the maintenance operations of this treasured natural resource

We are looking forward to another successful year and hope that you will join us.

Sincerely,

Jeremy Haag
Special Event & Administrative Associate
Hawthorn Hollow Nature Sanctuary and Arboretum

SOMERS FIRE & RESCUE



CHIEF
Benjamin Andersen

P.O. Box 197
Somers, WI 53171
(262-859-2277)

Somers Village Board

I Chief Andersen, am requesting approval of proposal for subsurface exploration and geotechnical engineering services submitted by ECS Midwest for the amount of \$5,616 to complete the soil testing of the land behind the current fire station #2.

Respectfully Submitted 7/2/2025

Fire Chief Ben Andersen



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Somers Fire Station 2

818 12th Street
Kenosha, Kenosha County, Wisconsin

ECS Proposal No. 42:4195-GP

June 9, 2025





June 9, 2025

Mr. Benjamin Anderson
Village of Somers
7511 12th Street
PO Box 197
Somers, Wisconsin 53171

ECS Proposal No. 42:4195-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Somers Fire Station 2
818 12th Street
Kenosha, Kenosha County, Wisconsin

Dear Mr. Anderson:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following **lump sum** proposal for subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Emails between Brett Biber and Doug Snyder with Baxter & Woodman, Ben Anderson with the Village of Somers, and Darin Maciolek with ECS on June 3, 2025.
- Kenosha County Interactive Mapping aerial photo showing the property location and general area of the property for the new fire station.

Existing Site Conditions

The project site is located at 818 12th Street in Kenosha, Kenosha County, Wisconsin. The subject property is bounded to the north and east by residential developments, to the south by 12th Street, and to the west by railroad tracks. The site is currently an undeveloped, grass-covered area north of the existing fire station. Some trees are present generally at the perimeter of the site. A site-specific topographic survey was not available. The ground surface elevations at the site, estimated from the topographic information on the Kenosha County Interactive Mapping website, vary from approximately EL. 613 to EL. 618 feet.

Project Description

The area was reportedly an old dump site, and the existing building is reportedly having settlement issues. No official records of the dumpsite are available, but varying descriptions from very old residents point to some type of old dumping at the site there a long time ago. We understand the proposed project will include the construction of a new fire station building and pavement. Details about the building, including its location within the site, are not known currently. The information in the table below summarizes our understanding and estimates of the project.

DESIGN INFORMATION			
Subject		Expectation	
Building	Construction	Steel frame and masonry	B
	Dimensions	Unknown	R
	Usage	Fire Station	R
	Levels	Single-story, slab-on-grade	B
	Column Loads	180 kips maximum	B
	Wall Loads	5 kips per lineal foot (klf) maximum	B
	Slab-on-Grade Live Load	250 psf and 24-kip concentrated load	B
	Finished Floor Elevation	616±	B
	Foundation Type	Conventional shallow spread footing foundation system	B
	Settlement Tolerance	1 inch total and ½ inch differential	B
Pavement	Type	Hot mix asphalt (concrete in high stress areas)	B
	Traffic	Unknown – Expected to be less than 100 18-kip ESALs per day. Potential for and 24-kip concentrated loads.	B
	Design Service Life	20 years	B
Site Grading	Cut	Less than 3 feet	B
	Fill	Less than 3 feet	B

R: Reported by client and/or design team

B: Based on ECS estimates in absence of information from client and/or design team

Estimates and presumptions were made in the formation of our scope of services. If different information becomes available and/or the design criteria are changed, we would be pleased to revise our scope of services. Please note that a topographic drawing and grading plan was not available at the time of this proposal. ECS should be provided with topographic drawings and a grading plan prior to initiating our services to review our proposed depth of borings regarding actual cut/fill depths and make changes to our proposed scope and fee as necessary.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Diggers Hotline, Inc. the public utility to locate underground utilities at the site. Typically, Diggers Hotline, Inc. will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Diggers Hotline, Inc. did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in

electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have** included the cost of a private utility line locator in our “Base Services”.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Regarding site access, we have made the following assumptions:

- No special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.
- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations by handheld GPS unit. Elevations will be interpolated from the plans provided or referenced from available published/online topographical information. If more precise locating of the borings or ground elevations at the boring locations is desired, we recommend a surveyor be retained.
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Mobilize a truck or track mounted drilling rig to the site.

- d. Perform soil test borings (ASTM 1586/1587 Standard Sampling) at the approximate locations shown on the figure below.



BORING NO.	SITE FEATURE	PROPOSED DRILLING	TOTAL LINEAR FEET OF DRILLING
B-01 through B-05	Site	5 SPT* Borings to 20 feet deep	100
		Total Drilling Footage	100

*Standard Penetration Test

- e. Measure the depth of groundwater within each exploration location at the time of drilling and/or prior to backfilling.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations and mound the excess spoils back up over the test location. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, etc. If necessary, additional site repairs can be provided at an additional cost.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

LABORATORY TEST	QUANTITY
Natural Moisture Content	Cohesive Samples
Calibrated Hand Penetrometer	Cohesive Samples

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Recommendations for appropriate shallow foundation system and their allowable bearing pressures as well as estimates of predicted foundation settlement. If required, we can provide recommendations for suitable intermediate foundations, ground improvement options, or deep foundations in the event estimated settlements of shallow foundations are not tolerable.
- j. Recommendations for slab-on-grade floor slabs including recommendations for subgrade improvements and underslab subdrainage recommendations, as necessary.
- k. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill to support grade slabs and pavements. We will also include compaction recommendations and suitable material guidelines.
- l. Pavement subgrade design parameters (i.e., CBR and modulus of subgrade reaction) will be provided and estimated based on the classification and index properties of the anticipated pavement subgrade soil and engineering judgment. Recommendations for pavement subgrade preparation and pavement drainage considerations will be included. Recommendations for preliminary pavement design can also be provided if the site-specific traffic in 18-kip ESALs is provided. A brief discussion regarding maintenance will also be included.

- m. Recommendations for seismic site classification in accordance with the International Building Code.
- n. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

FEE

ECS will provide the services outlined in this proposal (“Base Services”) for a lump sum fee of \$5,616, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services/fees are requested or required based on differing site conditions, unreported contaminated materials, access issues (i.e., snow cover, heavily wooded, soft subgrades, etc.) or difficult drilling conditions (i.e., SPT blow counts greater than 50 blows/foot or fill materials containing debris, etc.) we will contact your office (or assigned representative) for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures or other atmospheric conditions, as well as utility clearance and drilling rig availability at the time of notice to proceed. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

TASK	APPROXIMATE SCHEDULE
Mobilization	10 weeks
Field Exploration	1 day
Laboratory Testing	3 days
Engineering Report	1 weeks
Total	12 weeks

CLOSING

Our “Terms and Conditions of Service,” are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Lauren McGovern
Geotechnical Staff Project Manager I
lmcgovern@ecslimited.com



Darin Maciolek, P.E.
Geotechnical Department Manager
dmaciolek@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service
Important Information about This Geotechnical Engineering Proposal

PROPOSAL ACCEPTANCE

Proposal No.: 42:4195-GP
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Somers Fire Station 2
 Location: 818 12th Street, Kenosha, Kenosha County, Wisconsin
 Base Services: \$5,616

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client’s signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION
 (please print or type)

Invoice Delivery Preference: Electronic (email) Hardcopy (USPS)

	<u>Invoice Addressee</u>	<u>Report Addressee</u>
Contact Name:	_____	_____
Company:	_____	_____
Title:	_____	_____
Email:	_____	_____
Mailing Address	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____

Client Project/Account Number: _____
 Special Conditions for Invoice: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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e-mail: info@geoprofessional.org www.geoprofessional.org

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GESTRA Engineering, Inc.
191 W. Edgerton Avenue
Milwaukee, WI 53207
Phone: (414) 933-7444
Fax: (414) 933-7840

June 11, 2025

Mr. Brett D. Biwer, PE (email: BBiwer@baxterwoodman.com)
Baxter & Woodman
256 S. Pine Street
Burlington, WI 53105

Re: Proposal for Preliminary Geotechnical Engineering Services
Proposed Fire Station
Somers, Wisconsin
GESTRA Proposal P25258

Dear Mr. Biwer,

GESTRA Engineering, Inc. (GESTRA) appreciates the opportunity to provide this proposal for geotechnical engineering services for the above project. The following proposal outlines the project information, scope of services to be performed, and the fees for providing these services. Our proposal is based on the information provided in your emails on June 3 and 6, 2025.

Project Information:

The proposed site is north of CTH E and east of the Union Pacific rail line (site address 818 12th St, Kenosha, WI). The Village of Somers (Village) is considering building a new fire station in the undeveloped area north of the existing Fire Station #2. The undeveloped area is estimated at 1.3 acres.

It was reported that the property was an old landfill site and the existing fire station building is having settlement issues. The original building was constructed in 1975 and settlement indications such as cracks in the floor slab and step cracks in the masonry at the building corners are present.

Scope of Geotechnical Services:

GESTRA proposes the following scope of services based on our understanding of the project. Our proposal is based on the current site information available related to the project. We recommend our scope be reviewed before authorization with respect to any additional project information that may become available.

1. Review historical information (if available) to select the boring locations.
2. Contact Diggers Hotline to identify the utility locations prior to drilling. This proposal assumes the Village will locate any utilities not identified through Diggers Hotline. An additional fee has been provided if a private utility locator is required.
3. Perform field layout of the boring locations measured from existing site features. Elevations and as drilled locations of the boreholes will be obtained by GESTRA using a

Geomax Zenith 35 GNSS-INS receiver or survey rod and level. Locations and elevations will not be obtained by a licensed surveyor.

4. Perform two (2) standard penetration test (SPT) soil borings, each to a depth of 30 feet. The borings will be sampled at 2-½ foot intervals to 15 feet and 5-foot intervals thereafter. Our site work will include abandonment of the boreholes per WDNR requirements and excess drilling spoil will be thin spread on site.
5. Perform laboratory soil tests to assign classification and engineering properties to the soils encountered. Dependent upon the types of soil encountered, the testing may include hand penetrometer, unconfined compressive strength, moisture and organic content, Atterberg limits, and grain size analysis.
6. Prepare a preliminary engineering report presenting the results of the field exploration, laboratory testing, and providing a discussion related to shallow foundations and allowable bearing capacity, alternate foundation options, anticipation and management of groundwater, site preparation/soil correction, and future geotechnical exploration.

Our proposal is prepared based on an assumption that the soil borings will be performed using a track mounted drill rig, our client will coordinate clear access to the boring locations, and drilling spoils will be left on site. We have also assumed no vegetation or other obstructions will need to be removed to access the borings, borings may be adjusted depending on access, and that drilling spoil is clean (not contaminated) and requires no special handling. The scope of services does not include provisions for special OSHA, hazardous, or contaminated soil drilling conditions or drilling spoil handling.

The backfill of soil borings can and do settle or expand in some situations. By accepting this proposal, the client and the property owner understand they are responsible for monitoring and repair of any boreholes after GESTRA's site work is complete as these locations can cause a hazard which may lead to threat of injury to persons or animals. Soil samples will be stored for a minimum of 30 days after completion of the report before disposal.

Fees

The lump sum fee for the above scope of services is **\$5,150.00**. *If a private utility locator is required, an additional fee of \$500 will apply.*

Our fees include all the field tests, laboratory soil tests, and the preliminary engineering report as described above. Any additional work after issuance of the final report, including the attendance of meetings or requests for information will be charged on a time and materials basis. Should unanticipated conditions be encountered, such as soft soil or soft surficial soils, which we feel requires additional borings or laboratory testing beyond the work scope proposed, we will contact you immediately to describe the conditions encountered and to receive additional authorization before performing any additional work. A reduction in scope will not result in a direct unit price reduction in total fee due to other factors built into the total cost.

Optional Additional Scope- Existing Fire Station Property

If future renovation work is planned, the project may benefit from a boring on the existing fire station property. If performed, the lump sum fee for an additional 30 feet deep boring with laboratory testing is **\$900.00**.

Schedule

We can generally begin the field exploration within twenty working days after written authorization to proceed is given, but a minimum 3 days is required for utility locating by Diggers Hotline. We assume the field work will take 1 day to complete. The report will be submitted within three weeks after completion of the field and laboratory testing work.

Remarks

GESTRA appreciates the opportunity to propose on this project. To authorize our services, please endorse the enclosed Statement of Authorization and return it to us. If you have any questions concerning this proposal or if we can be of any further services to you, please contact me at 414-933-7444.

Sincerely,
GESTRA Engineering, Inc.



Douglas Dettmers, P.E.
Senior Engineer

Attachments

Statement of Authorization

_____ hereby authorizes GESTRA Engineering, Inc. to proceed with the Preliminary Geotechnical Engineering Services for the proposed Fire Station project in Somers, Wisconsin in accordance with the terms and scope of the attached proposal.

Initial for authorized services:

_____ Base scope

_____ Private utility locator

_____ Additional 30 ft boring

Authorized by: _____

Signature: _____

Title: _____

Date: _____

GEOPROBE DRILLING SERVICES

	<u>Rate</u>	
1. Geoprobe Sampling (0-30')	\$11.00/	Ft
2. Geoprobe Borehole Abandonment	\$2.50/	Ft
3. Geoprobe Mobilization	Special Quote	

EQUIPMENT RENTAL AND TRAVEL EXPENSES

1. Mobilization	personnel rate + trip fee	
2. Per Diem	Special Quote	Day
3. Steam Cleaner Rental	\$250.00/	Day
4. Core Machine/Generator Rental	\$150.00/	Day
5. DCP Equipment Rental	\$150.00/	Day
6. Additional Insured Insurance Endorsements	Actual Cost x 1.1	
7. Subcontractor, Airfare, Car Rental, & Misc. Expenses	Actual Cost x 1.1	

Overtime will be charged at 1.5 times normal rate for work performed prior to 7:00 am and after 5:00 pm, for work in excess of 8 hrs per day or on Weekends and Holidays.

All invoices due net 30 days. 18% Annual Interest Charges for past due billing.

General Conditions

- 1. Scope of Work:** GESTRA Engineering, Inc. (hereinafter referred to as "GESTRA") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing, consulting or other service to be performed by GESTRA as set forth in GESTRA's proposal, the client's acceptance thereof if accepted by GESTRA and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GESTRA. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of the said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client will communicate these General Conditions to each and every third party to whom the client transmits any part of GESTRA's work. GESTRA shall have no duty or obligations to any third party greater than that set forth in GESTRA's proposal, client's acceptance thereof and these General Conditions. The ordering of work from GESTRA shall constitute acceptance of the terms of GESTRA's proposal and these General Conditions.
- 2. Tests and Engineering Observations:** Client shall cause all tests and engineering observations of the site, materials and work performed by GESTRA or others to be timely and properly performed in accordance with the plans, specifications, and contract documents and GESTRA's recommendations. No claims for loss, damage, or injury shall be brought against GESTRA by client or any third party unless all tests and engineering observations have been so performed and unless GESTRA's recommendations have been followed. Client agrees to indemnify, defend and hold GESTRA, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and engineering observations are not so performed or GESTRA's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GESTRA, its officers, agents or employees, subject to the limitation contained in paragraph 10. GESTRA may, in the course of its engineering forensic failure studies perform cuts or remove portions of building components as part of the study. In the event that a contractor is not so provided by client, client agrees that GESTRA may make and remove such cuts as GESTRA deems necessary in the course of the study. Cut areas will be temporarily patched by GESTRA personnel. Client agrees to pay for the costs of the materials and labor needed for any and all temporary repairs and will hold GESTRA harmless for any and all damages to the building systems, building and its contents which may arise for the removal and repair of the cuts.
- 3. Scheduling of Work:** The services set forth in GESTRA's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by GESTRA personnel at the prices quoted. If GESTRA is required to delay commencement of the work or if, upon embarking upon its work, GESTRA is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GESTRA, additional charges will be applicable and payable by client.
- 4. Access to Site:** Client will arrange and provide such access to the site as is necessary for GESTRA to perform the work. GESTRA shall make reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GESTRA has not included in its fee the cost of restoration of damage which may occur. If client desires or requires GESTRA to restore the site to its former condition, upon written request GESTRA will perform such additional work as is necessary to do so and client agrees to pay to GESTRA the cost thereof.
- 5. Client's Duty to Notify Engineer:** Client represents and warrants that he has advised GESTRA of any known or suspected hazardous materials, utility lines and pollutants at any site at which GESTRA is to do work hereunder, and unless GESTRA has assumed in writing the responsibility of locating subsurface hazardous materials or pollutants, objects, structures, lines or conduits, client agrees to defend, indemnify and save GESTRA harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GESTRA's performance of its work and resulting from contact with subsurface or latent hazardous materials or pollutants, objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to GESTRA by client.
- 6. Responsibility:** GESTRA's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction unless GESTRA has assumed in writing these responsibilities. GESTRA's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. GESTRA has no right or duty to stop the contractor's work.
- 7. Sample Disposal:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of GESTRA's report.
- 8. Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amount invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the

maximum interest rate permitted under applicable law), until paid. Client agrees to pay GESTRA's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GESTRA shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GESTRA waives any rights to a mechanic's lien, or any provision conditioning GESTRA's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, when required, that GESTRA shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GESTRA from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

- 9. Standard of Care:** GESTRA's services will be performed, its findings obtained, and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, GESTRA will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the same locale. No other warranties or representations, either express or implied, created by statute or imposed by law, relating to GESTRA's services is provided. Statements made in GESTRA reports are opinions based upon engineering judgment and are not to be construed as representations of fact.
- 10. Limitation of Liability:** In recognition of the relative risks and benefits of the Work to both the Client and GESTRA, should GESTRA or any of its professional employees be found to have been negligent in the performance of its work, client, all parties claiming through client, and all parties claiming to have in any way relied upon GESTRA's work agree the risks have been allocated, to the fullest extent permitted by law, such that the maximum aggregate amount of the liability of GESTRA, its officers, employees and agents shall be limited to \$75,000 or the total amount of the fee paid to GESTRA for its work performed with respect to the project, whichever amount is greater.
- 11. Indemnity:** Subject to the foregoing limitations, GESTRA agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of GESTRA's negligence to the extent of GESTRA's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suite, cause of action, claim or counterclaim against GESTRA, the party initiating such action shall pay to GESTRA the costs and expensed incurred by GESTRA to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GESTRA shall prevail in such suit.
- 12. Termination:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, GESTRA shall be compensated by client for all services performed up to and including the termination date, including reimbursable expense, and for the completion of such services and records as are necessary to GESTRA's files in order and/or protect its professional reputation.
- 13. Witness Fees:** GESTRA's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GESTRA's legal expenses, administrative costs and fees pursuant to GESTRA's then current fee schedule to GESTRA to respond to any subpoena.
- 14. Hazardous Materials:** Nothing contained within this agreement shall be construed or interpreted as requiring GESTRA to assume the status of an owner of, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, storage, treatment and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 15. Provisions Severable:** In the event any of the provisions of these General conditions should be found to unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 16. Entire Agreement:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertaking made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
- 17. Ownership and Use of Instruments of Service:** All reports, drawings, computer files, field data, notes and other documents and instruments prepared by GESTRA as instruments of service shall remain the property of GESTRA. GESTRA shall retain all common law and statutory and other reserved rights, including the copyright thereto. In the event the project or work associated with this agreement does not continue to full completion, GESTRA has rights the to the instruments of service for use in the future. No reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GESTRA for this project will be used by others for current or future projects or other use without express written consent of GESTRA. Data and image files, both electronic and hard copy are part of GESTRA's instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at Client's sole risk and without liability or legal exposure to GESTRA. GESTRA makes no representation as to compatibility of electronic files with Consultant's hardware or software.

**VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM**

WORK SESSION: July 8, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #11 Action on posting a sign at the entrances of the Walmart store informing shoppers of the Village of Somers Shoplifting Ordinance.

BACKGROUND:

Chapter 9.25 of the Village Ordinance related to shoplifting read:

Any person who shall be found guilty of a violation for shoplifting under § 9.216 shall be subject to a forfeiture of not less than \$500 but not more than \$1,000 for the first offense and \$1,000 but not more than \$2,500 for the second offense within one year of conviction of the first offense.

UPDATE:

The Village Board wanted to discuss a proposal to post signs at each entrance to the store informing shoppers of the Village Shoplifting ordinance including the fine. Wording for the sign could be as follows but would be modified based on Village Attorneys recommendations.

“Any person caught shoplifting in the Village of Somers will be prosecuted and face charges up to \$2,500 according to Chapter 9.25 of the Village Ordinances.”

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board wants to consider this action, a suggested motion to approve would be as follows.

“Motion to approve staff to work with Walmart to make a sign regarding the Somers municipal code related to the Somers Shoplifting Ordinance, including fines. The wording of the sign be approved by the Village Attorney”.



**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: July 08, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Wendy Burnette-Clerk/Treasurer

AGENDA ITEM: #12 Action on Operator’s Licenses: Joseph Alessi, Jennifer Epley, Audrey Kessler, Katherine Thompson, Katherine Bolander, Erin Willoughby, Corry, Williams and Nicole Eisenbraun, Haven Brunner, Wendy Bosco, Rhesana Marchese and Ronnell Wilkerson

BACKGROUND:

Joseph Alessi, Jennifer Epley, Audrey Kessler, Katherine Thompson, Katherine Bolander, Erin Willoughby, Corry, Williams and Nicole Eisenbraun, Haven Brunner, Wendy Bosco, Rhesana Marchese and Ronnell Wilkerson has applied for operator’s licenses for the Village of Somers.

No discrepancies with these applications.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve: Operators’ applications, a suggested motion would be as follows:

“Motion to approve Operator License for Joseph Alessi, Jennifer Epley, Audrey Kessler, Katherine Thompson, Katherine Bolander, Erin Willoughby, Corry, Williams , Nicole Eisenbraun, Haven Brunner, Wendy Bosco, Rhesana Marchese and Ronnell Wilkerson”

ATTACHMENTS:

None