

PLEASE NOTE: This meeting will be held in person and online. The public can come in person or watch/listen to this meeting online in one of 3 ways:

1) Go to the city's You Tube channel, "<https://www.youtube.com/NewLondonAccess>" and click on the "live" feed video link to watch the meeting. **-OR-**

2) You can watch the meeting via the zoom app. Go to the following link to download and watch via the zoom app: <https://us02web.zoom.us/j/88074697096?pwd=VGd2eEIVVG16QTJhZDM0OWduN0Fndz09> You will be asked to download and install the zoom app on your computer or phone and provide your name and email address. **-OR-**

3) You can listen to the meeting over the phone by calling one of the following numbers:

1-929-205-6099, 1-301-715-8592, 1-253-215-8782, 1-346-248-7799, 1-699-900-6833, 1-312-626-6799

You will be asked to enter in a meeting ID of: **880 7469 7096**, then push #

You may be asked for a participate ID, do not put in a number, just hit #

You will be asked to enter in a password of **210156**, then #

MEETING NOTICE OF THE NEW LONDON BOARD OF PUBLIC WORKS

Tuesday, June 1st, 2021

4:30 p.m.

Link to Meeting
Documents

Council Chamber, New London Municipal Building

AGENDA

1. Call meeting to order, Adopt Agenda
2. Public Input
3. Wastewater Treatment Plant Updates
4. Recommend to council a Resolution approving the Waste Water Treatment Plant's 2020 Compliance Maintenance Annual Report (CMAR)
5. Consider an ordinance to add stop signs on Nassau Street and Henry Street
6. Approve contract to hire PSI for geotechnical services for the 2024/2025 downtown street reconstruction projects
7. Consider a request to designate a loading zone in front of the business at 310 W North Water Street
8. Director's Report
9. Future Agenda Items
10. Discuss next meeting date
 - a. Tuesday, July 6th, 2021

**At this time the Parks and Recreation Committee will come into session for a joint meeting*

11. Discuss and possibly act on modifications to the downtown centralized dumpsters
12. Adjournment

Mike Barrington, Chairman
Board of Public Works

Unless specifically noticed otherwise, this meeting and all other meetings of this body are open to the public. Proper notice has been posted and given to the media in accordance with Wisconsin Statutes so that citizens may be aware of the time, place and purpose of the meeting. Agenda items are listed so as to accurately describe the actions or issue being considered instead of simply the document listing title or the parties to a contract. This is done as such titles or a list of parties to a contract conveys insufficient information to the public on whether a topic or project they are interested in is being considered. It is the policy of the City of New London to comply in good faith with all applicable regulations, guidelines, etc. put forth in the American with Disabilities Act (ADA). To that end, it is the City's intent to provide equal opportunity for everyone to participate in all programs and/or services offered, to attend every public meeting scheduled, and to utilize all public facilities available. Any person(s) in need of an alternative format (i.e. larger print, audio tapes, Braille, readers, interpreters, amplifiers, transcript) regarding information disseminated by the City of New London should notify the City 48 hours prior to a meeting, etc., or allow 48 hours after a request for a copy of brochures, notices, etc. for delivery of that alternative format. Contact ADA Coordinator Chad Hoerth by telephone through: (Relay Wisconsin) – or 920/982-8500 and in person/letter at 215 N. Shawano Street, New London, WI 54961.

Memorandum

To: Board of Public Works
From: Chad Hoerth, City Administrator
Date: May 28th, 2021
Re: June 1st, 2021 Board of Public Works Meeting

PLEASE NOTE: THIS MONTH'S MEETING WILL BE HELD ON TUESDAY DUE TO MEMORIAL DAY.

Wastewater Treatment Plant Updates- Ben's reports are provided in your packet.

Recommend to council a Resolution approving the Waste Water Treatment Plant's 2020 Compliance Maintenance Annual Report (CMAR)- Included in your packet is a copy of the resolution that will need to be referred to council for the annual CMAR report. This is a annual self-evaluation report required by the DNR.

Consider an ordinance to add stop signs on Nassau Street and Henry Street- for the new alderpersons, a few years ago the city decided to begin some efforts to place stop signs at uncontrolled intersection. At that time we determined that we had 76 intersections in the city that were uncontrolled. We've been trying to purchase 10 stops signs per year and add those to 5 intersections. This year we also had a request to add a stop sign to the west end of Henry Street as it enters into the Mobile Home Park. This sign is being financed by the Mobile Home Park. Included in your packet is the ordinance that council would need to approve to authorize the installation of these stop signs.

Approve contract to hire PSI for geotechnical services for the 2024/2025 downtown street reconstruction projects- part of the engineering we need to complete for the downtown reconstruction project is to hire a firm for geotechnical services (soil boring). On our behalf, McMahon requested proposals for us. Here's information and a recommendation from our engineers at McMahon:

Chad,

We requested proposals from 3 geotechnical firms. All three acknowledged receipt of the RFP but we only received two proposals. We reviewed the attached proposals from ECS and PSI and both included the scope of services that we requested for the project. PSI has the lower cost proposal at \$4525 with ECS 2nd at \$6200. Both have the same number of borings (11) with the PSI borings at 15-ft each and ECS at 12-ft each. We recommend PSI.

So at this time I'm asking the Board to approve hiring PSI for geotechnical services for the downtown reconstruction project.

Consider a request to designate a loading zone in front of the business at 310 W North Water Street- at the previous meeting, Alderperson Olson requested consideration for a loading zone in front of the business at 310 W. North Water Street.

Discuss and possibly act on modifications to the downtown centralized dumpsters- Alderperson Roberts requested this item to be placed on the agenda. For the new alderpersons, here's a little information on the centralized dumpsters and the Veteran's Memorial at Taft Park:

- Between 2015-2017 plans were in motion to make repairs to the downtown river wall. During that planning stage an effort was started to include the development of centralized dumpster locations for the downtown businesses along the river. The concept was to consolidate the number of dumpsters and garbage containers in the river wall alley.
- The river wall project was bid out in 2017, however the city did not receive many bids to evaluate. The thought was that the scope of the project was too big and splitting it up into phases would be more attractive. Phase 1 was immediately rebid and completed in 2017. Phase 2 was bid and completed in 2018. The centralized dumpster pads were included in phase 2.
- In 2016 construction for the Veteran's Memorial at Taft Park began. Looking back at some of my notes the first walls were installed in 2017, the second set of walls in 2018.
- In 2018 construction of phase 2 of the river wall project began which included the centralized dumpster pads.
- The cost of the dumpster pads totaled \$50,244. This is the total cost for both of them (Taft Park and St. John's Park). Part of the cost was to include sanitary sewer lines from the dumpster pads to the city's sanitary main on N Water Street. This allows staff to open up a manhole cover in the middle of the pad and "wash" the pads when needed, the waste water then goes into the city's sanitary system.

Dumpster Pads and Bike Rack						
29	Dumpster Pad #1 Complete w/Fencing & Guard Post	LS	1	\$7,500.00	\$7,500.00	
30	Sanitary Lateral (4") Dumpster #1-Complete	LS	1	\$9,800.00	\$9,800.00	
31	Dumpster Pad #2 Complete w/Fencing & Guard Post	LS	1	\$7,500.00	\$7,500.00	
32	Sanitary Lateral (4") Dumpster #2-Complete	LS	1	\$9,800.00	\$9,800.00	
33	Sawcut & Remove Existing Curb Head	L.F.	120	\$10.00	\$1,200.00	
34	Self-Sealing Casting-Installed	EA.	2	\$800.00	\$1,600.00	
35	Concrete Curb & Gutter (18" Wide)	L.F.	40	\$34.00	\$1,360.00	
36	Base Aggregate Dense 3/4 Inch (8" Thick)	S.Y.	78	\$28.00	\$2,184.00	
37	Asphaltic Pavement (3-1/2" Thick)	S.Y.	78	\$50.00	\$3,900.00	
38	Turf Restoration	LS	1	\$5,400.00	\$5,400.00	
39	Bike Rack Concrete Pad with Granular Base	SF	130	\$12.00	\$1,560.00	
40	Bike Rack, Complete	EA.	1	\$950.00	\$950.00	
SUBTOTAL: Dumpster Pads and Bike Rack					\$52,754.00	

- Council approved an ordinance in November of 2018 requiring all downtown businesses near the river to use the centralized dumpster locations and that individual trash/recycling/grease containers were prohibited in the back alley (Ord. 1354 included in your packet).

Director's Report:

- Service Anniversary Report:
 - On May 30th Gerid Garvens completed 7 years of service

- Werner Allen/Shawano Street Reconstruction Project Update: Contracts have been executed and plans are underway. Construction is scheduled to begin on June 7th and is expected to have substantial completion in the middle of August. All property owners along Werner Allen were notified regarding sanitary sewer lateral replacements and assessments. It's not determined exactly when the Shawano Street section will be resurfaced during that timeline, but more than likely it will occur in mid to late July (weather permitting of course).

- Sommers Construction will begin next week on our sidewalk patching program. They will start in the south west corner of the city and work their way north until they reach our budget/contract amount.

June 1st 2021 Board of Public Works

Wastewater Notes:

I have attached the CMAR report card to this write up. For 2020 we received another A. A resolution from the Council will need to be approved for the CMAR to be complete. Thank you again for providing the resources needed to maintain the facility to receive a high grade.

There are a couple of graphs that I am sharing to show the performance of the treatment facility and the sanitary collection system.

The first graph shows the influent flow trends. Wet months such as spring or during thunderstorm events peak above the designed capacity of the treatment facility. This is caused by cracks in the sewer mains, areas where storm and sanitary sewers are still connected, leaking laterals and illegally connected sump pumps. We have identified some sources of leaks through televising of the sanitary system and we have repaired many of the larger leaks in the main. Unfortunately most of the problems appear to be coming from private residences which will be harder to have repaired and will be unpopular and definitely inconvenience your constituents.

The majority of the graphs show a downward trend as far as complaints and failures per sewer mile which is a good thing. As we continue to invest revenue to rehabilitate older sections of the sanitary sewer system these should continue to go down.

I met with Jason Bessette from utilities to discuss the residual phosphate anticipated in the water system when they start adding chemicals to help with the lead lateral issue. A quick calculation looks like we will need to budget another 32% (\$25,000) for ferric chloride in 2022 to remove the extra phosphorus from the effluent going into the Wolf River. I will be discussing this with our DNR Basin Engineer in the near future. In April of 2022 the new WPDES (Wisconsin Pollution Discharge Elimination System) Permit will be issued by the DNR. This will be the start of the lower phosphorus levels from 1.0 mg/l to roughly 0.23 mg/l.

Monday 5-24-21 a meeting with August Winter, Corcoran Paint and Glass, Donohue, Sherwin Williams, the independent coating inspector and the City occurred to discuss the refinishing and coating of the concrete in the digesters. Looks like everyone is in agreement on what Corcoran needs to do to remove the existing coatings, repair the voids in the concrete from chiseling and sandblasting to the final coating. On 5-13-21 the cover of the south digester was removed to allow for unobstructed access to the concrete. As you can see in the picture the blue cover took a beating with sandblasting and will need to be repainted as well. Anticipated start-up of the south digester will probably be late July.



Effluent								
Month	Flow	BOD		TSS		Phos.		Fecal Coliform
	mgd	mg/L	lbs	mg/L	lbs	mg/L	lbs	
Jan	0.9174	1	7	3	25	0.3	2.4	
Feb	0.8933	2	13	4	33	0.3	2.6	
Mar	1.2780	2	22	4	41	0.2	2.5	
April	1.3240	0	3	3	38	0.3	2.9	
May	1.0454	2	15	4	37	0.2	2.2	9.3
June								
July								
Aug								
Sept								
Oct								
Nov								
Dec								
Ave	1.0916	1	12	4	35	0.3	2.5	9
Max	1.3240	2	22	4	41	0.3	2.9	9
Min	0.8933	0	3	3	25	0.2	2.2	9
Limit:		25		30		1.0		400

Utility								
Month	Super-natent	Methane Used	Methane Flared	Natural Gas	City Water	Ferric	Rain	Electricity
	gal	ft ³	ft ³	ft ³	gal	gal	in	
Jan	9934			58	893	60	0.83	
Feb	11650			64	1049	66	1.01	
Mar	3834			42	1422	71	2.92	
April	0			53	2077	78	2.61	
May	19403			52	1472	87	1.57	
June								
July								
Aug								
Sept								
Oct								
Nov								
Dec								
Ave	8964			54	1383	72	1.79	
Max	19403	0	0	64	2077	87	2.92	0
Min	0	0	0	42	893	60	0.83	0

Wohlt Cheese							
Month	Flow	BOD		TSS		Phos.	
	gals	mg/L	lbs	mg/L	lbs	mg/L	lbs
Jan	13613	925	104	530	60	28.1	3.2
Feb	16106	809	93	436	50	27.1	3.1
Mar	12726	886	94	418	44	22.7	2.4
April	13239	779	92	504	59	27.2	3.2
May	15400	755	99	542	68	30.1	3.8
June							
July							
Aug							
Sept							
Oct							
Nov							
Dec							
Ave	14217	831	96	486	56	27.1	3.1
Max	16106	925	104	542	68	30.1	3.8
Min	12726	755	92	418	44	22.7	2.4

Influent							
Month	Flow	BOD		TSS		Phos.	
	mgd	mg/L	lbs	mg/L	lbs	mg/L	lbs
Jan	0.7271	294	1802	284	1744	6.5	40.1
Feb	0.7109	277	1662	277	1670	6.3	37.7
Mar	1.0685	198	1756	186	1658	4.3	38.3
April	1.1359	201	1867	240	2248	5.0	47.5
May	0.8900	201	1528	217	1663	5.2	39.2
June							
July							
Aug							
Sept							
Oct							
Nov							
Dec							
Ave	0.9065	234	1723	241	1797	5.5	40.6
Max	1.1359	294	1867	284	2248	6.5	47.5
Min	0.7109	198	1528	186	1658	4.3	37.7

Hauled Waste			
Month	Holding	Septic	HSW
	Total gals	Total gals	Total gals
Jan	655,725	53,500	59,800
Feb	682,300	39,500	63,700
Mar	897,660	83,350	44,100
April	806,660	296,225	44,100
May	595,800	215,900	52,400
June			
July			
Aug			
Sept			
Oct			
Nov			
Dec			
Total:	3,638,145	688,475	264,100
\$/gal	0.00875	0.02000	0.03000
Total:	\$31,833.77	\$13,769.50	\$7,923.00

Ammonia	
Month	mg/L
Jan	< 0.15
Feb	< 0.15
Mar	< 0.15
April	0.17
May	<0.15
June	
July	
Aug	
Sept	
Oct	
Nov	
Dec	

Mercury		
Quarterly	Inf	Eff
	ug/L	ug/L
Jan	68.00	0.30
Feb		
Mar		
April	70.10	0.31
May		
June		
July		
Aug		
Sept		
Oct		
Nov		
Dec		
Max	70.10	0.31
Min	68.00	0.30
Limit:		1.30

Whole Effluent Toxicity	
Date:	Pass/Fail

Compliance Maintenance Annual Report

New London Wastewater Treatment Facility

Last Updated: Reporting For:
5/25/2021 2020

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

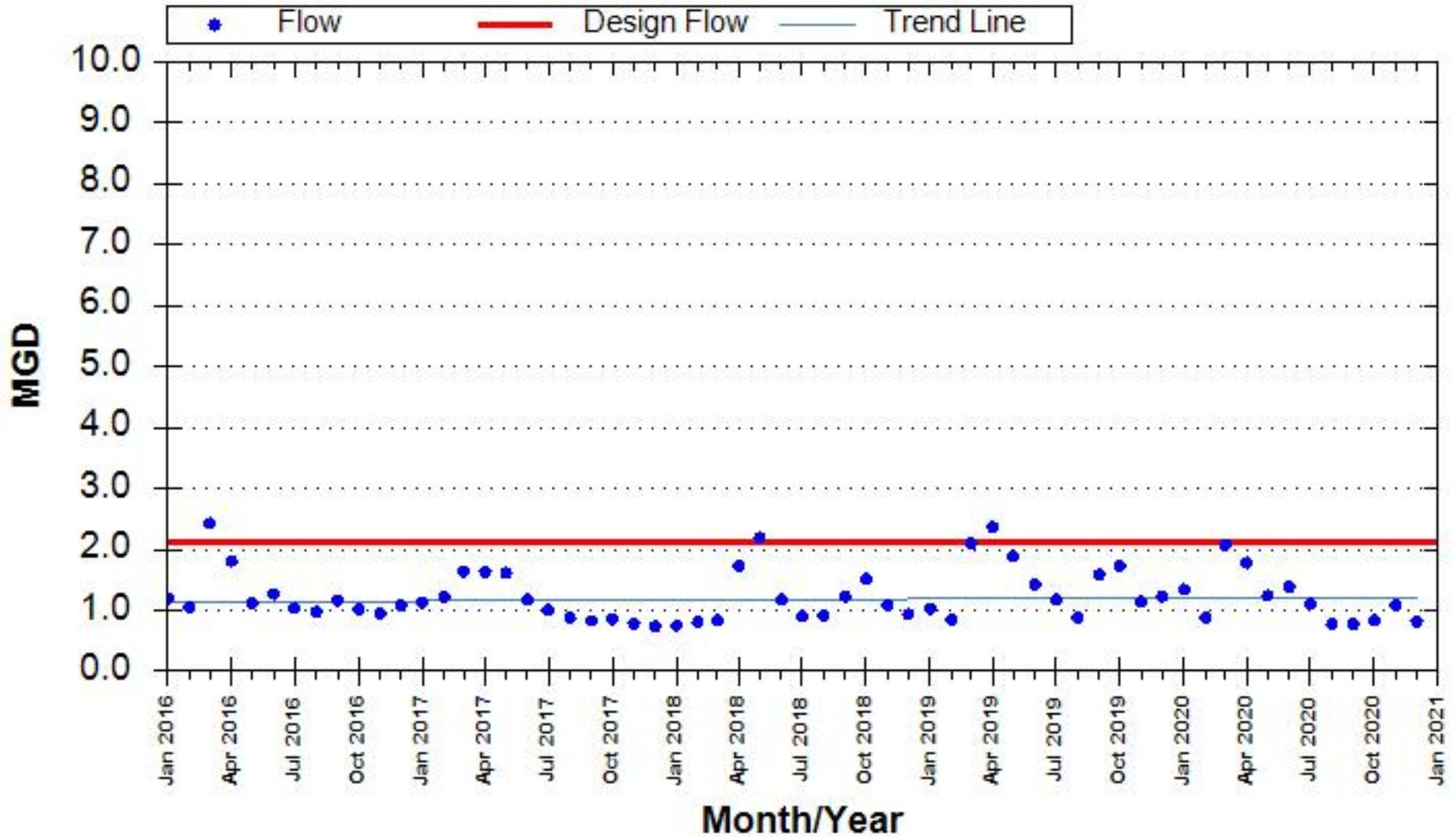
G.P.A. = 4.00

New London Wastewater Treatment Facility

Linear equation uses 2004 - 2020 CMAR data

for Trend Line: $y = 0.001445x + 1.14$

Monthly Average Influent Flow Year Trend Line Intersects Avg Flow: 2073

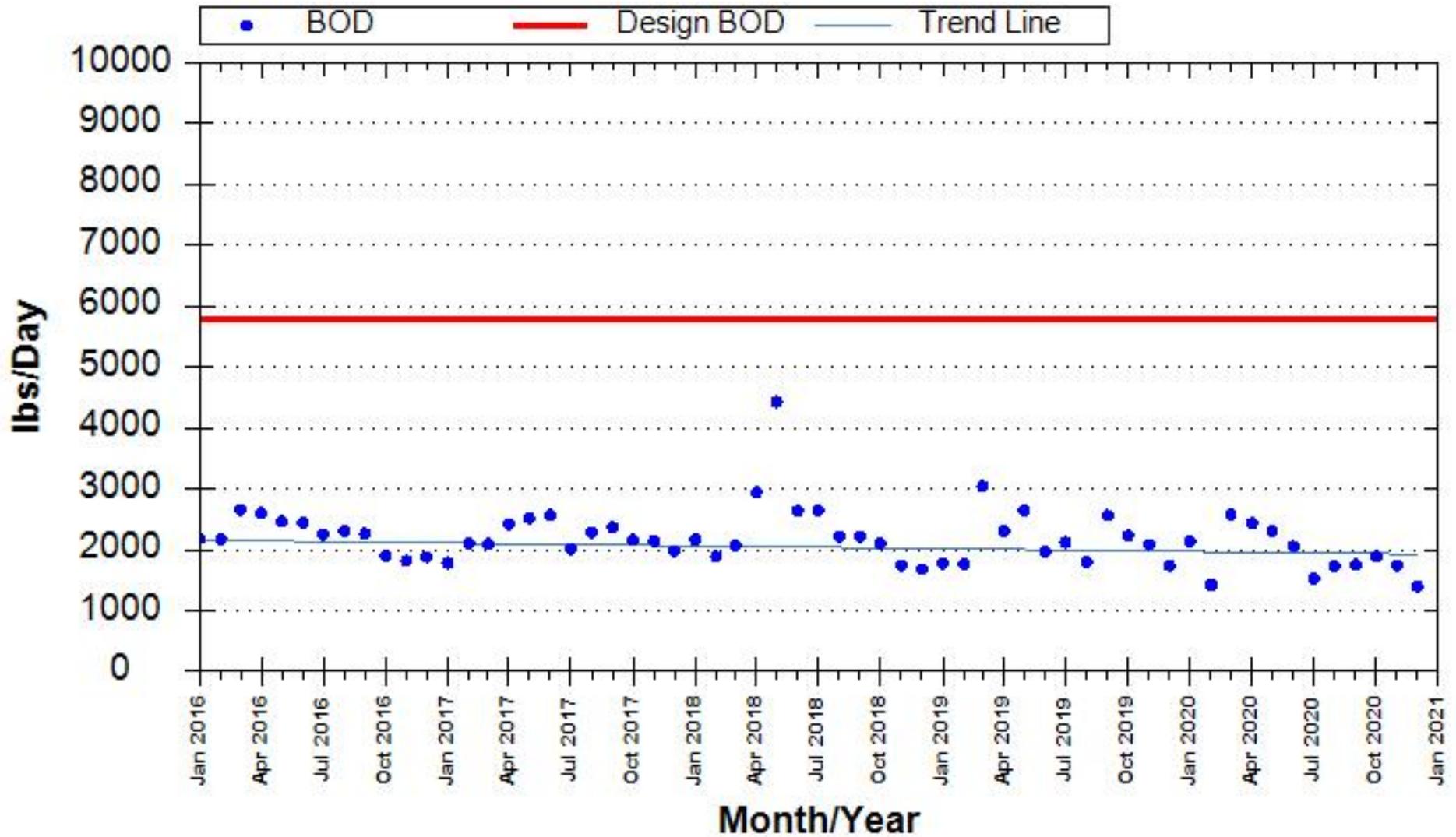


New London Wastewater Treatment Facility

Linear equation uses 2004 - 2020 CMAR data

for Trend Line: $y = -3.827565x + 2155.40$

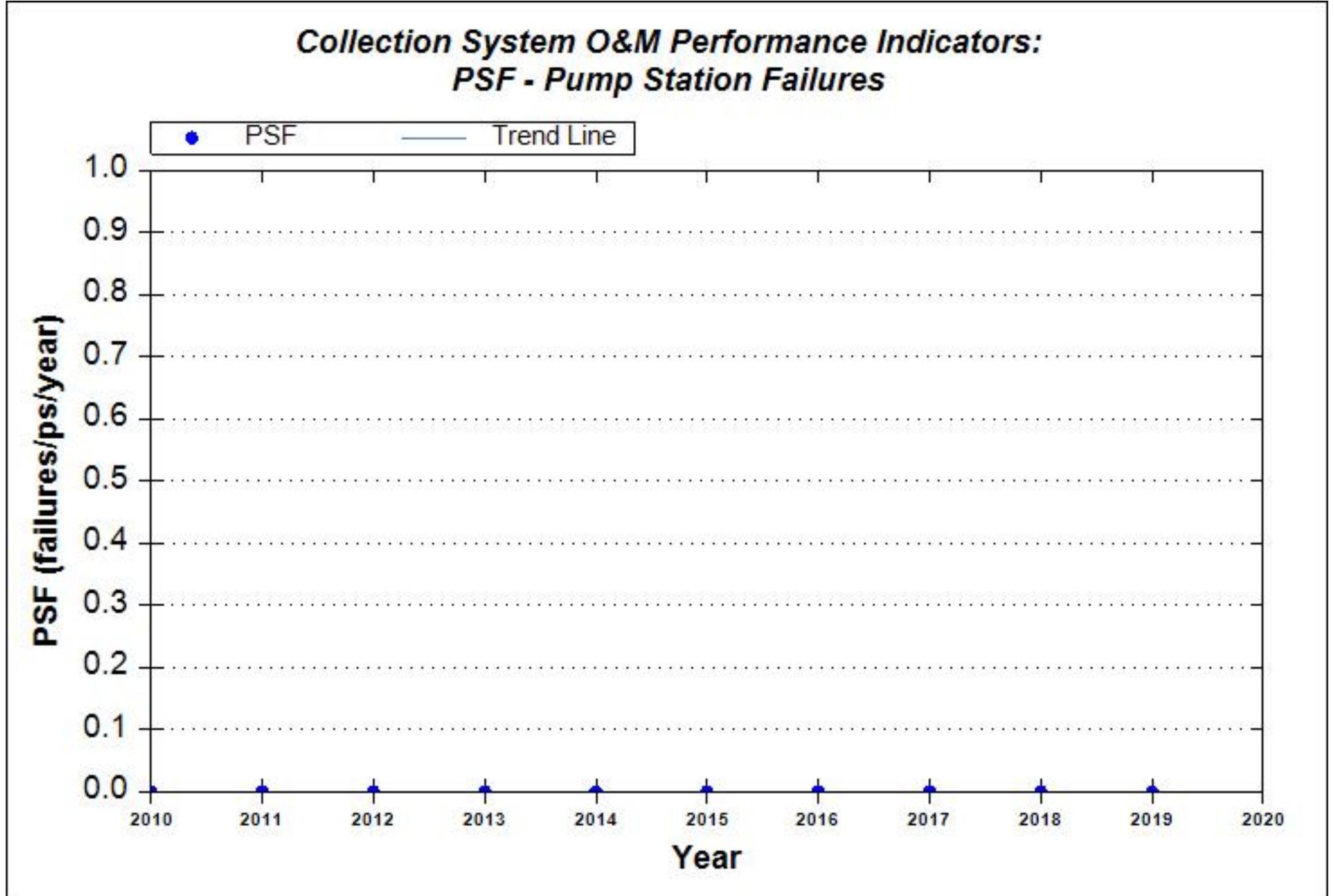
Monthly Average Influent BOD Loading Year Trend Line Intersects Design BOD: NA



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

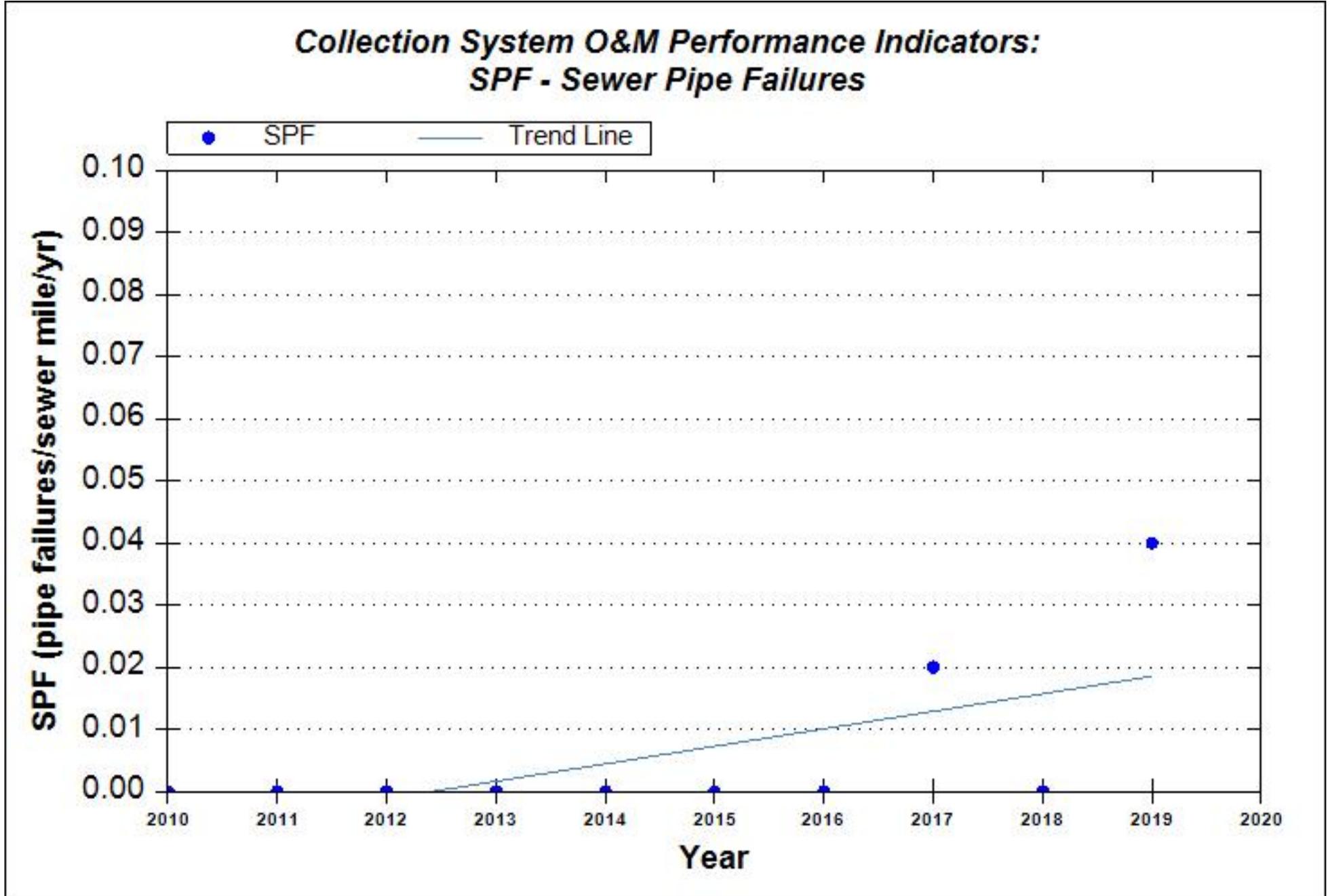
for Trend Line: PSF: $y = 0x + 0$



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

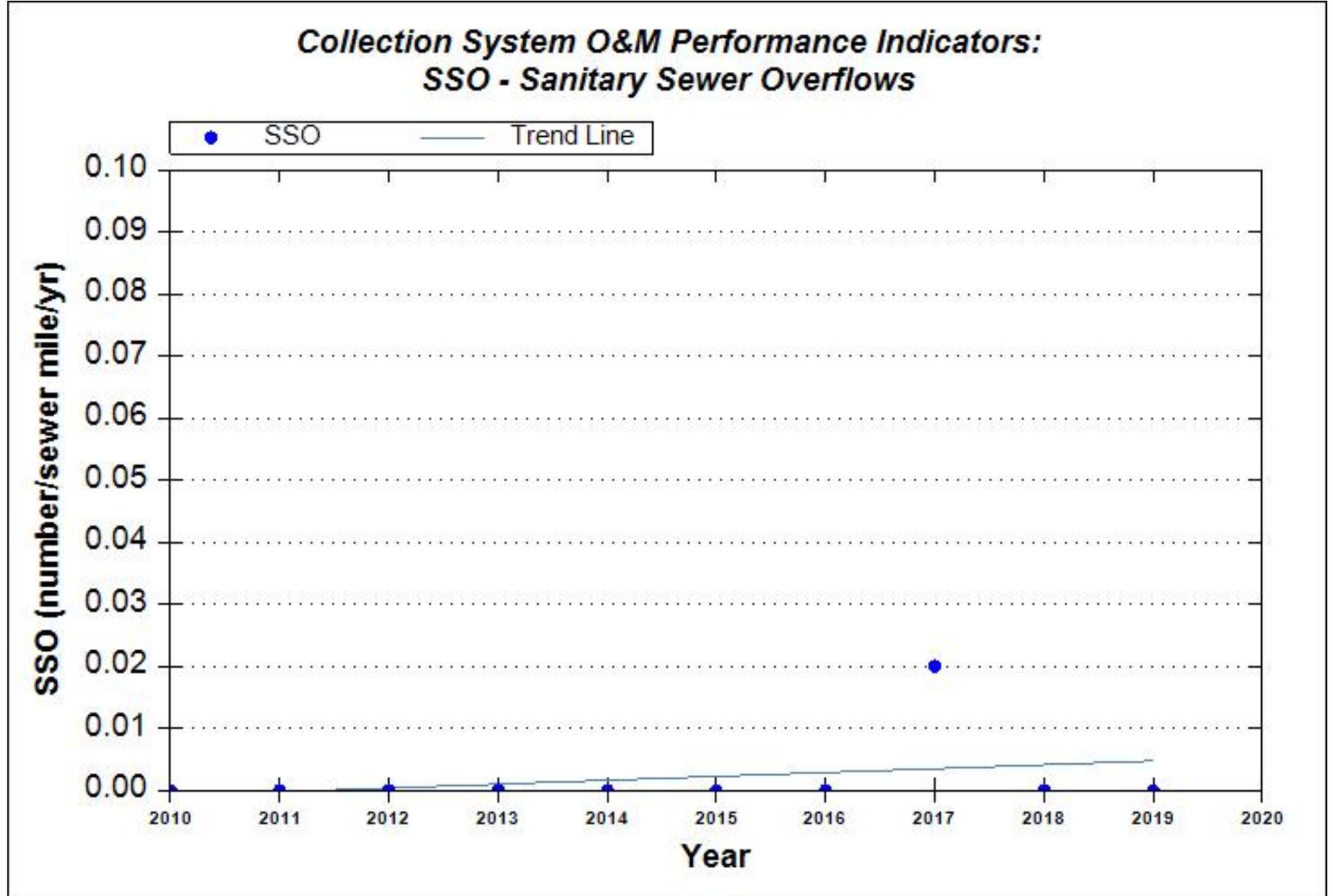
for Trend Line: $SPF: y = 0.002817x - 0.01$



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

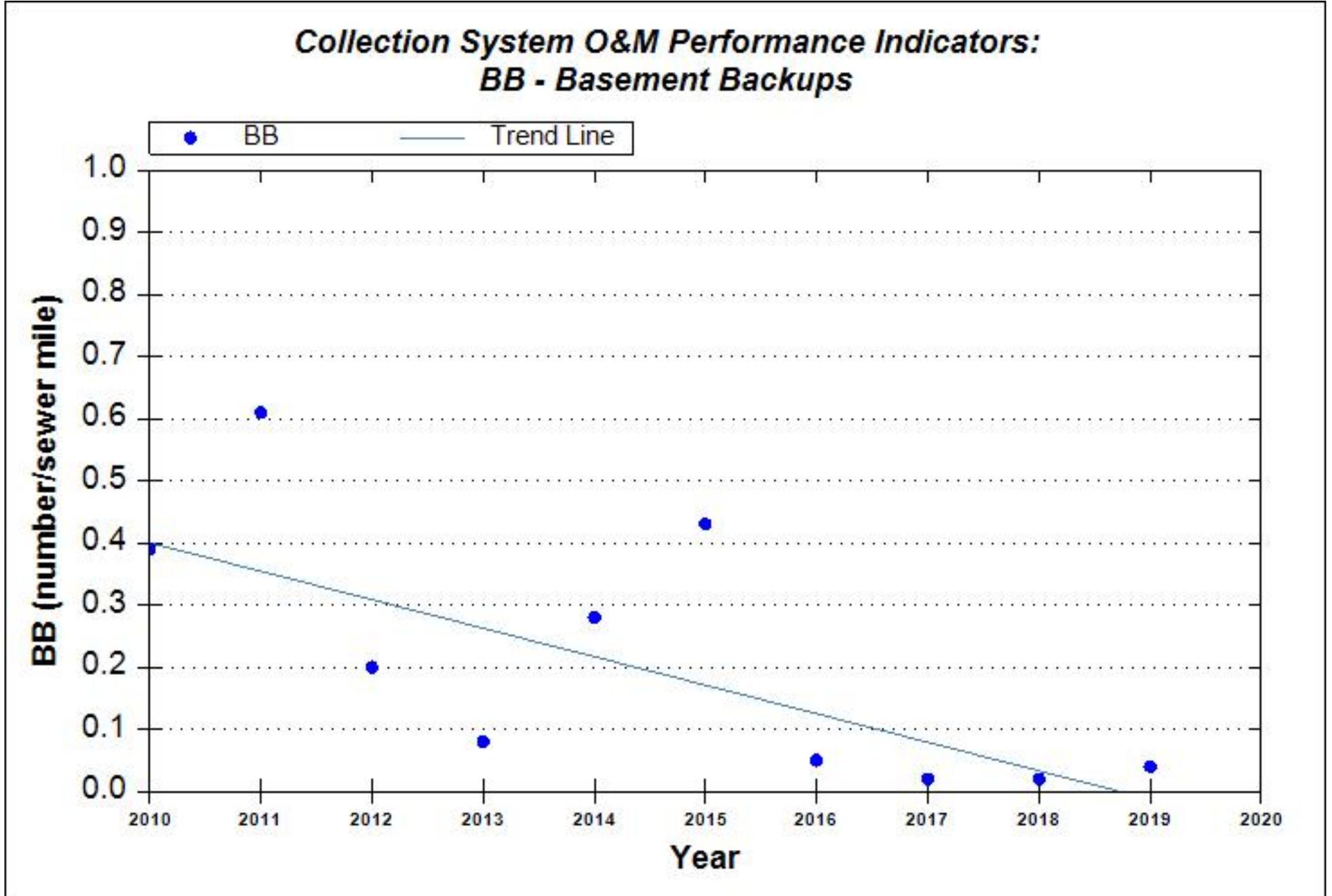
for Trend Line: SSO: $y = 0.000624x + 0.00$



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

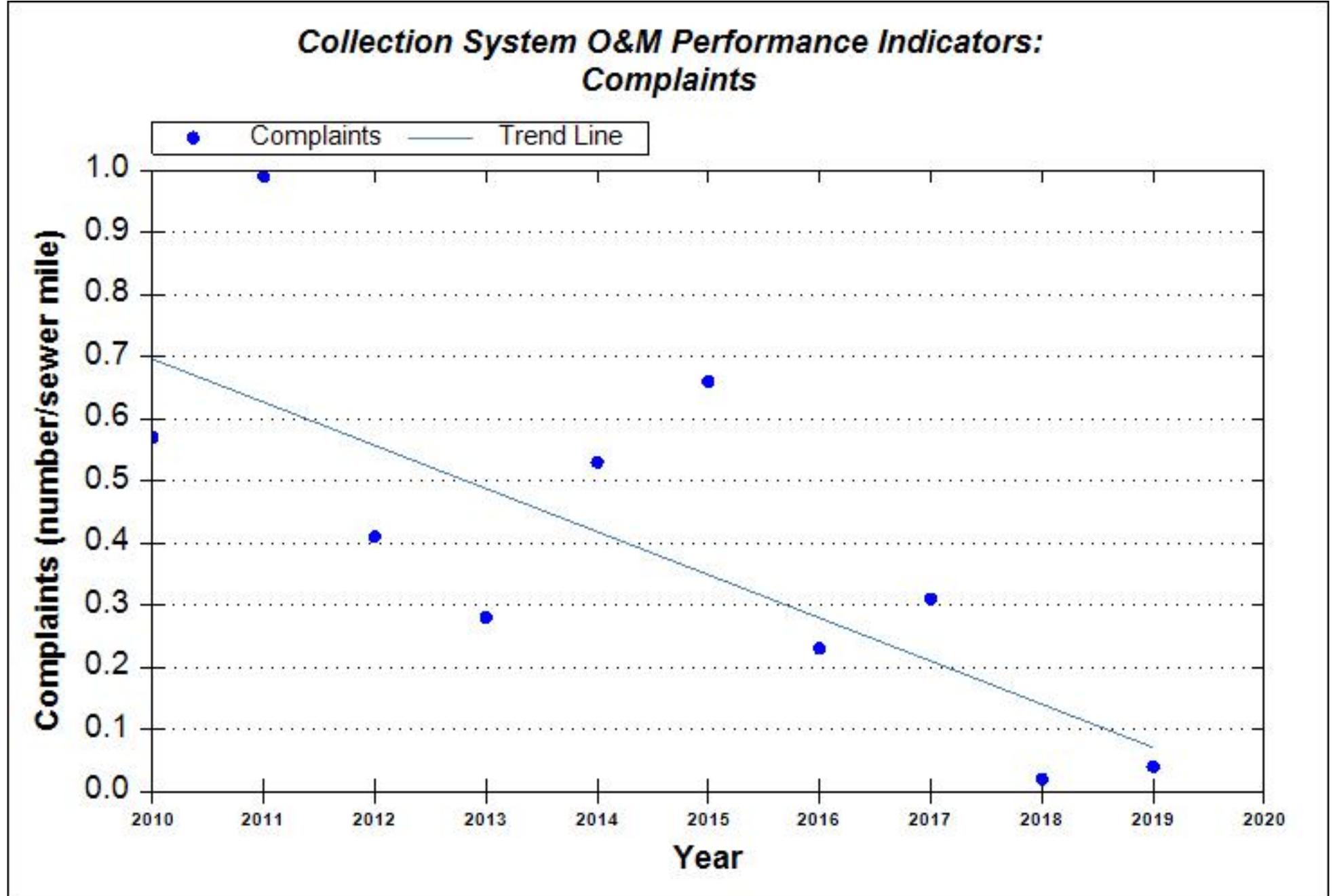
for Trend Line: BB: $y = -0.045891 x + 0.40$



New London Wastewater Treatment Facility

Linear equation uses 2010 - 2020 CMAR data

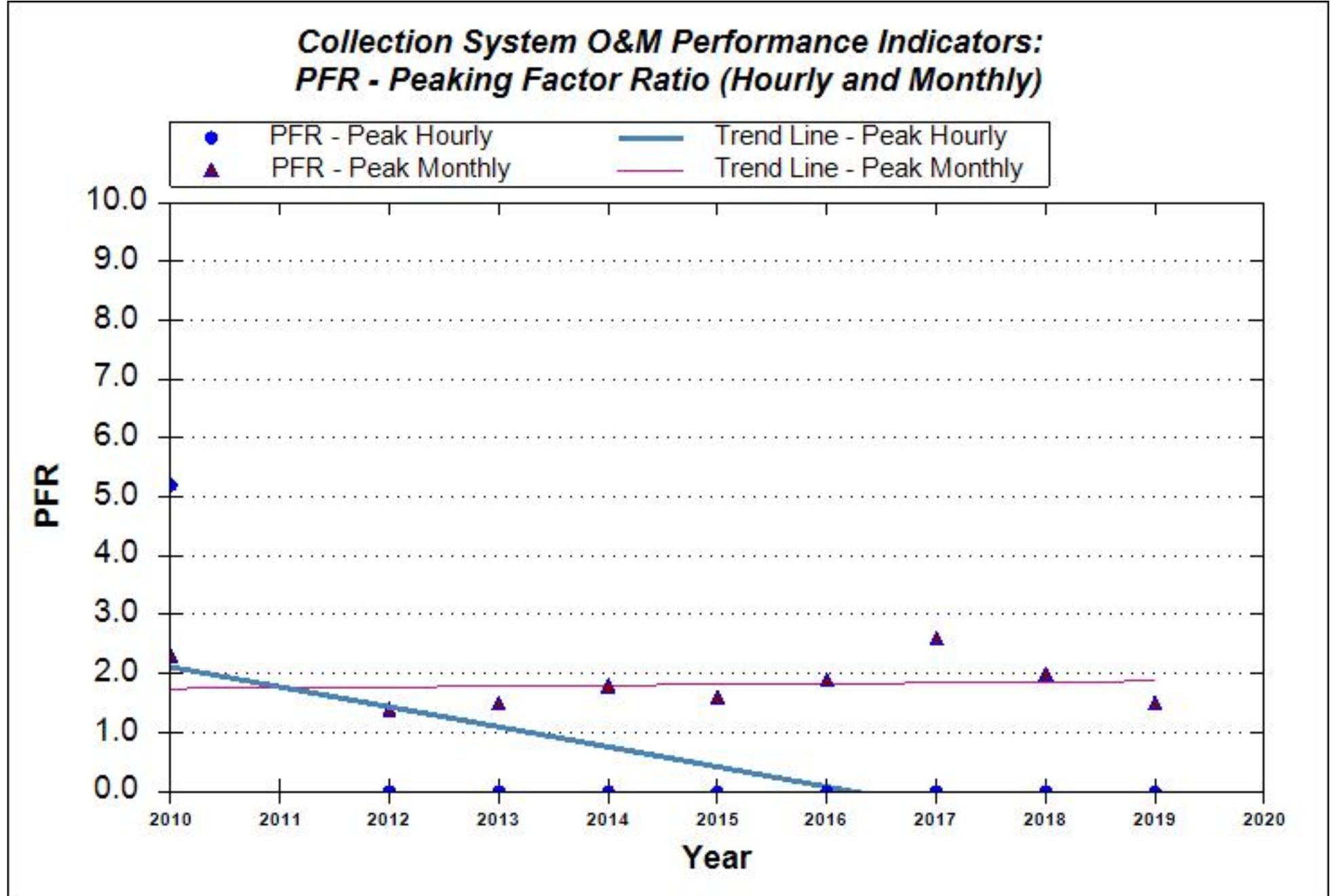
for Trend Line: Complaints: $y = -0.069436x + 0.70$



New London Wastewater Treatment Facility

Linear equations use 2010 - 2020 CMAR data

for Trend Lines: PFR - Peak Hourly: $y = -0.338931 x + 2.11$ PFR - Peak Monthly: $y = 0.014297 x + 1.74$



RESOLUTION TO APPROVE THE 2020 COMPLIANCE
MAINTENANCE ANNUAL REPORT FOR WWTP

RESOLUTION NO. _____

BE IT RESOLVED, that the City of New London, Outagamie and Waupaca Counties, Wisconsin, informed by the Department of Natural Resources that the following actions were taken by the Common Council.

1. Reviewed the 2020 Compliance Maintenance Annual Report, which is attached to this Resolution.
2. Set forth the following actions necessary to maintain the effluent requirements contained in the WPDES Permit.
 - a) Support the Director of Public Services and the Wastewater Treatment Plant Superintendent to meet its WPDES Discharge Permit and to maintain the Wastewater Treatment Plant Facilities in the highest possible condition.

Adopted this 08th day of June, 2020

BY: _____
Mark Herter, Mayor

ATTEST: _____
Nicole Lemke, City Clerk

**CITY OF NEW LONDON ORDINANCE RELATING TO THE
ADDITION OF STOP SIGNS ON SPECIFIED CITY STREETS**

Ordinance No. _____

PURPOSE: The purpose of this ordinance is to designate new stop sign locations

WHEREAS, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways within the City limits of the City of New London is essential and necessary to protect the traveling public and to preserve and protect the public safety of the City; and,

WHEREAS, it is desirous that appropriate and adequate traffic control signs be installed in uncontrolled intersection; and,

WHEREAS, The City of New London has the authority to install stop signs and other traffic control devices at intersections on highways over which it has exclusive jurisdiction pursuant to WIS STAT§349.065 and §349.07(8),

NOW, THEREFORE, BE IT RESOLVED that the City of New London does hereby ordain as follows:

The New London City Council authorizes the Public Works Department to install stop signs at the following intersections:

Nassau Street	at	W Law Street
Nassau Street	at	Millard Street
Nassau Street	at	Camron Street
Nassau Street	at	Rowland Street
Nassau Street	at	Laura Street
West termination of Henry Street into Northwood Village		

The ordinances provided herein shall take effect and be in full force from and after its passage and publication or posting.

Adopted this 8th day of June, 2021

BY: _____
Mark Herter, Mayor

ATTEST: _____
Nicole Lemke, City Clerk



May 20, 2021

City of New London
215 N. Shawano Street
New London, Wisconsin 54961

Attn: Mr. Chad Hoerth

Re: Proposal for Geotechnical Engineering Services

**Storm Sewer and Roadway Reconstruction
North Water Street and Pearl Street
New London, Wisconsin
PSI Proposal No. 0094-344116**

Dear Mr. Hoerth:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit a proposal to conduct a geotechnical exploration for the proposed Storm Sewer and Roadway Reconstruction project in New London, Wisconsin. PSI thanks you for the opportunity to propose these geotechnical services. A review of project information, along with a proposed scope of services, schedule and fee are provided below.

PROJECT UNDERSTANDING

Based on PSI’s review of the information provided by McMahon Associates, Inc. on May 7, 2021, a summary of our understanding of the proposed project is provided below.

TABLE 1: PROJECT DESCRIPTION AND PROPOSAL BASIS

N. Water Street – 1,950 feet	The project will extend along N. Water Street from Shawano Street to Pearl Street. It will also include a portion of Pearl Street from the Wolf River Bridge to E. Waupaca Street. The existing roadway will be reconstructed and narrowed from 45 feet to 43 feet. All storm sewers will be replaced as part of the project. The maximum bearing depth of the storm sewer is planned at 9 feet below existing grade.
Pearl Street – 1,100 feet	The project will extend along Pearl Street from the Wolf River Bridge to Beacon Street. The existing roadway will be reconstructed and narrowed from 45 feet to 43 feet. All storm sewers will be replaced as part of the project. The maximum bearing depth of the storm sewer is planned at 9 feet below existing grade.

The following table provides a generalized description of the existing site conditions based on available information.



TABLE 2: SITE DESCRIPTION

Site Location - N. Water Street	Latitude: 44.392792; Longitude: -88.742731
Site Location – Pearl Street	Latitude: 44.389690; Longitude: -88.739668
Site History	The subject site consists of paved asphalt roadways.
Existing Site Ground Cover	The site is anticipated to consist of asphalt pavement.
Ground Surface Soil Support Capability for Operational Stability and Site Access	Based on a review of aerial photos, it is anticipated that the site is accessible with standard drilling equipment and the soil borings will be performed with a truck mounted drill rig.

Should the above information or assumptions be inconsistent with planned construction, the Client must contact the PSI office and allow necessary modifications to be made to the proposal.

SCOPE OF SERVICES

The geotechnical engineering scope of services will include the following items.

- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater conditions at the test boring locations.
- Limited laboratory testing of the subsurface materials (where applicable).
- **Two (2) Atterberg (where applicable) and grain size analysis by the mechanical method will be performed on a sample of the subgrade soils.**
- Performing engineering evaluation and providing geotechnical recommendations in written report format.

Field Exploration

PSI proposes that the subsurface conditions be explored by soil borings following the provided PSI drilling program. The table below summarizes the exploratory boring program as determined by PSI.

TABLE 3: SUMMARY OF BORINGS

Design Element	Number of Borings	Boring Depth (ft)	Drilling Footage (feet)
North Water Street	7	15	105
Pearl Street	4	15	60
TOTAL:	11	---	165

The borings will be located in the field by PSI using conventional taping procedures referencing available natural landmarks or GPS coordinates. Surveying of the boring locations to obtain surface coordinates and MSL elevations is beyond the scope of work. PSI will obtain reference surface elevations at the borings using conventional leveling. References to elevations or depths of various subsurface strata will be based on depths below existing grade at the time of drilling.



Traffic control signage will be provided by PSI personnel. It is understood that flagging personnel are not anticipated to be necessary, and costs for such are not included herein. If flaggers are later determined to be required, the cost will be invoiced as an addition to the fee outlined herein.

This proposal assumes that permits (and associated fees) for performance of work within the public Right-of-Way will be waived for the PSI work, and thus does not include costs associated with obtaining permits. If permitting is required, PSI must be notified by the client. PSI can provide a cost for obtaining such permits, if desired.

- During the field activities, the subsurface conditions will be observed and logged by the drill crew.
- As requested, PSI will measure water levels in the borings during drilling, at the completion of drilling.
- Final depths of the borings may be extended or reduced depending on the subsurface materials encountered during field activities.
- PSI will contact Digger’s Hotline prior to the start of drilling activities. **This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to field activities (no cost for such is included herein).**
- PSI will exercise reasonable caution to avoid damage to underground utilities by contacting Digger’s Hotline prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling the borings is included in this proposal. **Excess auger cuttings and drilling spoils would thin spread adjacent to the boring locations or within green spaces. We have not included any costs for offsite disposal of soil cuttings.**

Table 4: Anticipated Field Exploration Description

Drilling Equipment	Truck Mounted Drilling Equipment
Drilling Method	Hollow-Stem Augers
Field Testing	Hand Penetrometer, Standard Penetration Testing (ASTM D1586)
Sampling Procedure	Soils: ASTM D1587/1586
Sampling Frequency	Representative soil samples will be obtained at 2½-foot intervals to 10 feet and 5-foot intervals thereafter.
Frequency of Groundwater Level Measurements	During auger advancement and upon removal.
Boring Backfill Procedures	Soil Cuttings, Bentonite Pellets
Sample Preservation and Transportation Procedure	General Accordance with ASTM D4220



The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

Laboratory Testing

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions observed during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

TABLE 5: LABORATORY TESTING GENERAL PROCEDURES

Laboratory Test	Applicable ASTM Procedures
Visual Classification	ASTM D2488
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Material Finer than No. 200 Sieve	ASTM D1140
Rock Compression Strength Test	ASTM D7012 A,B,C or D
Unconfined Compression Strength	ASTM D2166

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

Engineering Analyses and Report

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report may include the following items:

- General subgrade preparation recommendations;
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under pavements and the structures;
- Guidelines for subgrade preparation for the proposed utility line and for the selection and placement of structural fill in these areas;
- Construction considerations relating to subgrade preparation, site drainage, groundwater control, and excavations;
- Pavement subgrade design coefficients including AASHTO soil classification, design frost index, design group index, soil support value, and estimated subgrade modulus.

A pdf version of the geotechnical report will be prepared and submitted by email to the Client. If requested by the Client, hard copies can be provided. The geotechnical report will be reviewed and signed by a registered Professional Engineer in the State of Wisconsin.



SCHEDULE

Based on the site accessibility, drilling can usually commence within approximately 1 to 2 weeks after receipt of authorization to proceed, weather permitting. The final report can typically be provided within about 2 to 3 weeks after completion of the field work. If desired, preliminary information can be provided to the design team once the laboratory testing and engineering evaluation are complete.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

FEE

PSI proposes that the fee for performance of the outlined scope of services be determined on a lump sum basis in accordance with the attached Schedule of Geotechnical Services and Fees. Based on the scope of services outlined above, the estimated lump sum total fee will be **\$4,525.00**.

Depending on the size of the project and project schedule, partial billing may be performed monthly based on progress to date prior to the completion of the final report.

The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site. If site conditions exist such that the use of a dozer, All-Terrain Rig (ATV) or other special equipment is required to access the site, an additional charge may be necessary. Likewise, in the event clearing of trees or debris is necessary and performed by PSI, an additional fee will be necessary. In either event, the client will be notified prior to further action on the part of PSI.

It should be noted that fees associated with locating private underground utilities, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submittal of the report is not included in the proposed fee.

A standard unit rate sheet is included for any additional work approved in advance in writing by the client.

AUTHORIZATION

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet, and provide a scaled site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.



CLOSING

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray
Branch Manager

Attachments: Proposal Authorization and Payment Instructions
Project Data Sheet
General Conditions
Standard Fee Schedule



Proposal Authorization & Payment Instructions

Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

_____		_____	
Authorized By (please print)		Signature	
_____		_____	
Title		Firm	

Address			

_____	_____	_____	_____
City	State	Zip Code	Telephone
_____		_____	
Email Address	Date	Purchase Order No. / Project Tracking No. (if applicable)	

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	

_____	_____	_____	_____
City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Payment Party			

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	

_____	_____	_____	_____
City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Approval Party			



Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much?	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, 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 inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take 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.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI 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 PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI'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. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. 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 amounts 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 PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI 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 PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI 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 PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

- 10. ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.
- SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
- 11. INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but 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 to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 12. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
- 13. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 14. FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
- 15. RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
- 16. CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
- 17. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 18. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings 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.

PROFESSIONAL SERVICE INDUSTRIES, INC.
GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering & Technical services for site reconnaissance, boring locations, field supervision, water level measurements & sampling, engineering evaluation, analysis & consultation.

Staff Engineer or Geologist	\$75.00 Per Hour	Sr. Engineering Technician	\$50.00 Per Hour
Project Engineer or Geologist	\$85.00 Per Hour	Engineering Technician	\$40.00 Per Hour
Principal Engineer or Geologist	\$100.00 Per Hour	Secretarial Services	\$25.00 Per Hour
Principal of Firm	\$110.00 Per Hour		

FIELD SERVICES

Mobilization of Drilling Equip.	\$3.00 Per Mile (\$450.00 Minimum)	Boring Layout	\$90.00 Per Hour
Support Vehicle	\$0.55 Per Mile (Min. \$85.00 Per Day)	Standby & Problem Access Time	\$150.00 Per Hour
All-terrain Drill Rig	\$750.00 Per Day	2-Man Crew Per Diem	\$200.00 Per Day

Soil Drilling with Split- spoon (ASTM D-1586) or Shelby Tube (ASTM D-1587) sampling at 5-foot intervals:

Depth Range	Unit Charges Per Foot, 3 1/4", 4 1/4" I.D. Auger		Unit Charges Per Foot 6 1/4" I.D. Auger		Extra SS or ST Samples
	Easy Drilling*	Hard Drilling**	Easy Drilling*	Hard Drilling**	
0 - 25 ft.	\$11.00	\$13.00	\$14.00	\$16.00	\$10.50
25 - 50	\$13.00	\$15.00	\$16.00	\$18.00	\$14.00
50 - 75	\$16.00	\$18.50	\$20.00	\$22.00	\$17.50
75 - 100	\$18.00	\$22.00	\$24.50	\$28.00	\$22.50

* N-count of 40 blows or less, or Qu or Qp less than 4 tsf
 ** N-count greater than 40 blows, or Qu or Qp greater than 4 tsf
 Drilling with 12-1/4 " I.D. Auger will be quoted upon request.

Auger Drilling without sampling	\$9.00 Per Foot	Shelby Tubes, 3" diameter	\$40.00 Each
Rock Coring with Diamond Bit	\$75.00 Per Foot	DOT 55-Gallon Drums - Soil Cuttings	\$60.00 Each
Rock Boring with 3" Roller Bit	\$45.00 Per Foot	Drilling mud, as needed	\$3.00 Per Foot
Rock Coring & Boring Set-up Charge	\$350.00 Per Hole	Pavement Cold-Patch at boreholes	\$25.00 Per Hole

LABORATORY TESTING

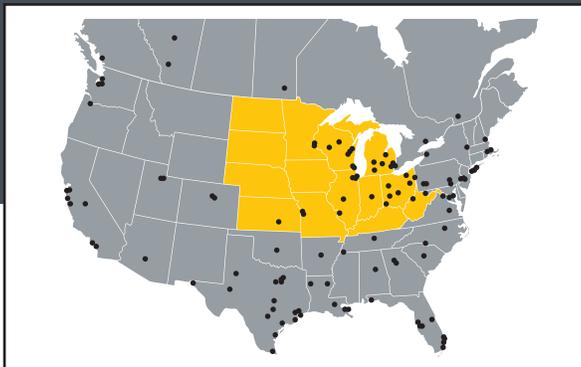
Visual Engineering Classification	\$4.00 Per Test	Unconfined compression tests,	
Hand Penetrometer Test	\$4.00 Per Test	remac	\$5.00 Per Test
Moisture Content Test	\$5.00 Per Test	without stress-strain curve	\$30.00 Per Test
Organic Content Test	\$35.00 Per Test	with stress-strain curve	\$45.00 Per Test
Density Determination with Moisture Content	\$30.00 Per Test	California Bearing Ratio (CBR)	\$250.00 Per Test
Atterberg Limits Determination	\$85.00 Per Test	Permeability, Rigid Wall	\$250.00 Per Test
Grain Size Analysis, Sieve	\$65.00 Per Test	Permeability, Flexible Wall	\$300.00 Per Test
Grain Size Analysis, Sieve & Hydrometer	\$95.00 Per Test	Shelby Tube sample preparation/remolding	\$40.00 Per Tube
Moisture Density Relationship			
Standard Method, ASTM D-698	\$150.00 Per Test		
Modified Method, ASTM D-1557	\$175.00 Per Test		

REMARKS

Charges for monitoring well installation, analytical testing services, and special equipment or sampling techniques not included herein, will be quoted upon request. Rental equipment & commercial transportation charges will be billed at cost plus 20%. A per diem charge of \$100.00/day per person will be billed as applicable. Invoices will be submitted monthly, with payment due within 30 days of invoice date. Interest will be added at a rate of 1½% per month of delinquency. Proposal estimates & verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

BUILDING & CONSTRUCTION CENTRAL REGION

ASSURANCE, TESTING, INSPECTION, AND CERTIFICATION
FOR THE BUILT ENVIRONMENT



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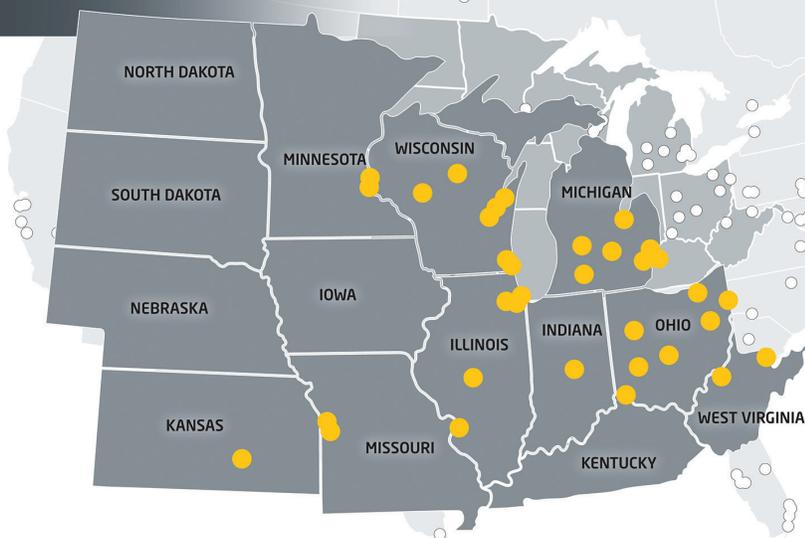
icenter@intertek.com



intertek.com/building



Central



Our services include:

Building Science Solutions - Assessing and identifying building system deficiencies and potential problems to assure minimized project risk.

Construction Materials Testing & Engineering - From on-site to in-lab testing of construction materials (concrete, soil, asphalt, etc.), we can ensure compliance and material quality.

Environmental Services - Assessing and providing solutions to a variety of regulatory (local or national) environmental needs.

Field Testing & Mock Up - Testing products and systems in the field or at our labs to ensure their performance before completing the construction project.

Geotechnical Engineering - Testing, sampling, analyzing, and consulting of a variety of subsurface materials to understand their interaction with the structure.

Industrial Hygiene - Surveying, assessing, and monitoring the indoor environment to mitigate associated human health issues.

Non-Destructive Testing - Leverage our expertise to evaluate a material without destroying its usefulness.

Specialty Testing & Engineering - Regardless of your material, testing, or need, we offer a range of specialty testing and engineering solutions.

Built on legacy

Intertek's Building & Construction division stands on the shoulders of giants. Our history of innovation, growth, and expanded services comes from a legacy of leading industry organizations whose spirit and culture continue to drive our desire to serve our clients ever better.



Intertek



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ECS Midwest, LLC

Proposal for Subsurface Exploration and
Geotechnical Engineering

N. Water Street and Pearl Street Road Reconstruction

N. Water Street | Shawano Street to Pearl Street
Pearl Street | Wolf River to Beacon Street
New London, Waupaca County, Wisconsin

ECS Proposal Number 59:3547-GP

May 14, 2021



May 14, 2021

City of New London
Attn: Mr. Chad Hoerth, Director of Public Works
215 N. Shawano Street
New London, WI 54961

CC: Mr. Michael R. Simon, P.E.
McMahon Associates, Inc.
Email: msimon@mcmgrp.com

ECS Proposal No. 59:3547-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering
N. Water Street and Pearl Street Road Reconstruction
N. Water Street | Shawano Street to Pearl Street
Pearl Street | Wolf River Bridge to Beacon Street
New London, Waupaca County, Wisconsin

Mr. Hoerth:

As requested by Mr. Michael Simon of McMahon Associates, Inc. on May 7, 2021, ECS Midwest, LLC (ECS) is pleased to present the following proposal for providing geotechnical 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.

In preparing this proposal, we have had the opportunity to review the Request for Proposal, Plan of Proposed Improvements (plot date May 6 and 7, 2021), available geologic and geotechnical information for the general site vicinity, and aerial photography.

PROJECT DESCRIPTION

The project site is generally located on the portion of North Water Street that extends from Shawano Street to Pearl Street, the portion of Pearl Street that extends from the Wolf River Bridge to East Waupaca Street, and the portion of Pearl Street that extends from the Wolf River Bridge to Beacon Street in the City of New London, Waupaca County, Wisconsin. ECS understands the existing urban street will be reconstructed with the street being narrowed from 45-feet to 43-feet from face of curb to face of curb. The project includes replacement of all storm sewers, curb and gutter, sidewalk, street lighting, traffic signals, and either concrete or asphalt pavement section.

A subsurface exploration consisting of a series of test borings will be performed at the site to evaluate the subsurface conditions within limits of the proposed construction. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section.

BASE SCOPE OF SERVICES

Our integrated services will include drilling of test borings by drill crews guided by ECS, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses and preparation of a geotechnical engineering report. Our proposed scope of services are as follows:

Field Exploration

- The proposed boring locations will be marked in the field by ECS or its subcontracted driller utilizing a handheld GPS unit and/or conventional measuring techniques.
- Digger's Hotline will be contacted to mark utilities in the vicinity of the boring locations. ECS will work with the owner attempting to avoid private buried utilities. However, our base fee does not include contracting a private utility locator. We can include coordinating a private utility locator as an optional service, if requested.
- Provide traffic control signage during drilling operations.
- Mobilize a truck mounted drilling rig to the site.
- ECS recommends eleven (11) standard penetration test borings be performed for this exploration. Further, each of the borings will be advanced to a depth of 12 feet below the existing grade within the existing roadways.
- The borings will be extended to the proposed depths below the existing ground surface unless auger refusal causes them to be terminated at a shallower depth. If auger refusal is encountered in the borings prior to reaching the planned boring depth, then ECS can perform a 5-foot long rock core into the obstruction. However, our base fee does not include fees for rock coring. We can include rock coring as an optional service, if requested.
- Standard Penetration Tests in general accordance with ASTM D1586, and thin-wall tube sampling techniques, will be performed in each soil boring at standard intervals. In conjunction with the penetration testing, split-spoon soil samples will be recovered at each test depth.
- Measure depth of groundwater within each borehole at the time of drilling and prior to backfilling.
- Upon completion of subsurface exploration drilling, each of the boreholes will be backfilled in accordance with Wisconsin Administrative Code NR141. In addition, we will patch the bore holes located in existing asphalt surfaces with a cold mix asphalt patch of an equivalent or greater thickness of asphalt. Borings advanced in concrete pavement areas will be patched with a non-shrink cement grout. Our drill crew will minimize site disturbance as reasonably possible. Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted.

- Upon completion of drilling operations, the collected representative samples will be returned to our laboratory for further identification and testing.
- This proposal does not include the use of special OSHA requirements for hazardous drilling conditions. The client must inform ECS of known environmental site conditions which could affect the health and safety of the drill crew.
- Complete rights-of-entry and access to the site are expected to be provided for us as a function of this proposal.

Laboratory Services

The subsurface exploration program will include limited laboratory testing, as we deem necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.

- As a minimum, we will perform calibrated hand penetrometer resistance tests on cohesive soil samples, moisture tests, gradation, and loss of ignition (LOI) tests on organic soils, if necessary.

Report

Upon completion of testing and geotechnical engineering analysis, we will prepare a written geotechnical engineering report that presents our findings and recommendations. We will provide one color electronic version (PDF format) of the report. If requested, ECS will provide up to two bound copies of the report for the quoted fee. Additional bound reports requested will be provided for a nominal fee. The geotechnical engineering report will include the following items:

- Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to your planned development.
- A subsurface characterization and a description of the field exploration and laboratory tests performed by ECS.
- A summary of groundwater conditions encountered during the investigation including the observed groundwater levels within the boreholes and the presence of perched water levels at the bore hole locations.
- Records of the field exploration (test boring logs) prepared in accordance with the local standard practice for geotechnical engineering. The soils will be classified using the Unified Soil Classification System (USCS).
- Recommendations for site utilities and pavements (rigid and flexible) including pavement subgrade preparation and drainage, subgrade modulus, estimated CBR value, and pavement design parameters required to prepare a WisDOT pavement design in accordance with Chapter 14 of the Facilities Development Manual.

- Evaluation of the on-site soils for reuse as engineered fill to support pavements. We will also include recommendations for compaction, testing frequency, and general suitable material guidelines.
- Site preparation and construction considerations relative to the encountered subsurface conditions, including rock excavation and slopes for excavations during construction.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related geotechnical engineering for this project.

OPTIONAL SERVICES

In addition to the scope of services described previously, there are other services and alternative exploration techniques ECS can conduct that may benefit your project. We have provided a summary of these optional services in the following sections for your consideration.

Rock Coring

If auger refusal is encountered in the borings prior to reaching the planned boring depth, then ECS can advance a rock core run into the obstruction to evaluate the composition and quality of the rock or obstruction. For each core run, the core recovery, and the respective rock quality designation (RQD) will be measured and recorded. Photographs of the rock cores will be taken and included in the report along with Test Boring Records which provide details of the rock core descriptions, recovery, and RQD. **The cost for one 5-foot long core is \$550.** *[If you would like ECS to perform this optional service, then please indicate so on the attached Proposal Acceptance Form.]*

FEE

ECS will provide the above Base Scope of Services for the **lump sum fee of \$6,200**. Estimated fees for the optional services are noted on the attached Proposal Acceptance Form. Our fee assumes the site is accessible to a truck mounted drill rig and the soil borings can be performed during normal work hours (Monday - Friday, 7am to 5pm).

If additional services are requested or required based on difficult drilling conditions (e.g., soils having SPT blow counts > 50 blows/6-inches or fill materials such as demolition debris, etc.), unreported contaminated materials, or differing site conditions, we will contact your office (or assigned representative) for verbal and written authorization for the additional services.

SCHEDULE

In preparing this proposal, we have assumed the client will assist in the coordination of our access to the site with the current site owners/occupants. Weather permitting, we anticipate being able to mobilize to the site within about 6 weeks after authorization to proceed and notification that the appropriate on-site personnel have been informed and utility lines have been delineated.

We anticipate that the drilling operations will require approximately 2 days, and that the laboratory testing and report preparation, after drilling is completed, will require approximately 8 to 10 days. Therefore, for time budget purposes, the base scope of services should take approximately 8 weeks from initial authorization through final report submission. Verbal comments on findings can typically be provided within 3 days of drilling completion, if requested.

CLOSING

If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the GeoProfessional Business Association (GBA), the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of our services, and a signed contract prior to the release of our work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy 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



Mark E. King, P.E.

Group Manager

mking@ecslimited.com



Matthew Meyer, P.E.

Geotechnical Department Manager

mmeyer@ecslimited.com

Enclosures: Proposal Acceptance Form
 Terms and Conditions of Service

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PROPOSAL ACCEPTANCE FORM

Proposal No.: 59:3547-GP
 Scope of Services: Subsurface Exploration and Geotechnical Engineering Services
 Project: N. Water Street and Pearl Street Road Reconstruction
 Location: New London, Waupaca County, Wisconsin

Client Signature: _____ Date: _____

Geotechnical Subsurface Exploration & Report (\$6,200):	<input type="checkbox"/> Yes <input type="checkbox"/> No
Optional Services: Rock Coring (\$550 per 5-foot rock core)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate services 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)

Name of Client: _____

Name of Contact Person: _____

Telephone No. of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Person/Title _____

Department: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Purchase Order Number: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Submittal and Approval: _____

ECS offers an array of services to assist you with *many* phases of your project, including but not limited to:

<ul style="list-style-type: none"> • Phase I, II and III ESAs • Archaeological Assessments • Wetlands Delineations • Asbestos/Lead Paint Services • Indoor Air Quality Mold Services 	<ul style="list-style-type: none"> • Third Party Mechanical, Electrical, Plumbing Inspections Services • Geotechnical Engineering Services • Construction Materials Testing • Septic/Drainfield Design Services 	<ul style="list-style-type: none"> • Building Envelope, Roofing, and Waterproofing Inspection and Consultation • Pre- and Post-Construction Condition Assessments • Specialty Materials and Forensics Testing • LEED® Consulting Services
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Please indicate the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.



Proposal No. 59:3547-GP (hereinafter the "Proposal")

Client: City of New London

**ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE**

The professional services (the "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 readily 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.

AN ORDINANCE TO CREATE §9.46 OF THE MUNICIPAL CODE
ESTABLISHING A CENTRAL GARBAGE, RECYCLING, AND COOKING OIL/GREASE COLLECTION
SYSTEM FOR PORTIONS OF NORTH WATER STREET

Ordinance No. 1354

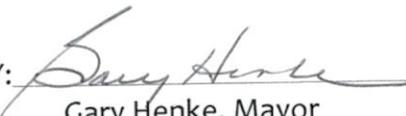
The Common Council of the City of New London, Outagamie and Waupaca Counties,
Wisconsin do ordain as follows:

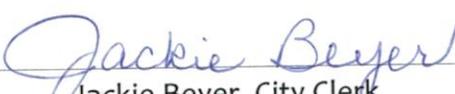
Section 1. That § 9.46 Establishing a central garbage, recycling and cooking oil
collection system for portions of North Water Street in the Municipal Code shall read as
follows:

9.46 Establishing a Central Garbage, Recycling and Cooking Oil/Grease Collection System
for Portions of North Water Street

- (1) Purpose. The Council finds that in order to promote the public health and welfare
that it would be beneficial to establish a central garbage, recycling and cooking
oil/grease collection system for portions of North Water Street.
- (2) The following area shall be subject to this Ordinance: The South side of North Water
Street from Taft Park to Pearl Street.
- (3) Prohibition. Every residence and business located in the area described in paragraph
(2) shall be required to dispose of their garbage, recycling, cooking oil and grease in
the central receptacles. Individual trash, recycling and used oil and grease containers
are prohibited in the area described in (2) above.
- (4) Penalties. Any person who shall violate any provision of this section shall be subject
to a penalty as provided in Section 9.30 of the New London Municipal Code.

Section 2. This ordinance takes effect upon passage and publication.

BY: 
Gary Henke, Mayor

ATTEST: 
Jackie Beyer, City Clerk

1st Reading: October 9, 2018

2nd Reading: November 13, 2018

Published: November 22, 2018