



PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, JUNE 13, 2023 AT 5:30 PM

COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING - 106 JONES STREET

By Phone or GoToMeeting: Members of the media and the public may attend by calling:(Toll Free): 1 877 309 2073 or 1 (646) 749-3129 **Access Code:** 196-221-861 or <https://meet.goto.com/196221861>
Please join meeting from your computer, tablet or smartphone. All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who would like to address the Committee will be permitted up to three minutes for their comments

3. REVIEW AND APPROVE MINUTES

A. Public Works meeting minutes from May 23, 2023

4. BUSINESS

- A. Review and take possible action: environmental access agreement with Johnson Controls to perform certain environmental activities on Watertown Municipal Airport property
- B. Review and discuss: Wastewater Facilities Plan update proposal from Applied Technologies
- C. Review and approve: Water Department; Change order #1 & Change order #2– for Contract #5364-23-01 (Fourth St.) Water Contract to Forest Landscape and Construction Co. for a total of \$35,150
- D. Review and approve: Wastewater Department; Change Order 1 - for Contract #08 – 2023 for Sanitary Sewer bursting work and water and sanitary sewer extension work to Forest Landscaping and Construction Co. for \$26,662
- E. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Silver Creek Condominiums LLC)
- F. Reconvene into open session
- G. Review and take possible action: status and enforcement of Development Agreement (Silver Creek Condominiums LLC)

5. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@CityofWatertown.org, phone 920-262-4006

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only

**PUBLIC WORKS COMMISSION MEETING AGENDA
TUESDAY, MAY 23, 2023 AT 5:30 PM**

Commission members present: Alders Bartz, Smith, Wetzel and Comm'r Thompson
City employees present:
Public Works Director/City Engineer Jaynellen Holloway
Assistant City Engineer Andrew Beyer
Engineering Project Manager Ritchie Piltz

1. CALL TO ORDER

Meeting called to order at 5:32 p.m.

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

NONE

3. REVIEW AND APPROVE MINUTES

Public Works Commission meeting minutes from May 9, 2023

Motion to approve Ald. Bartz

2nd Ald. Smith

Motion carried by unanimous voice vote

4. BUSINESS

D. (Moved to beginning as citizens were present to speak)

Review and discuss: additional 2023 street resurfacing

BACKGROUND:

In discussions with the City's Finance Department, additional funding is available for street resurfacing in the Annual Street Reserve Account due to favorable 2023 bids, and carryover funding. Conservatively, about \$450,000 is available for additional resurfacing projects. Good resurfacing candidates have water main in good condition, good drainage, curb and gutter in good condition, pavement condition just beyond point of seal coat, and good base material. Below is a list of potential resurfacing candidates to add to this year's contract. Cost estimates are approximate and will be refined following discussion. Engineering is proposing to take Commission input and come back to the Commission for change order approval.

Project	LF	Cost	Paser rating
N. Fourth Street - STH 16 to Carl Schurz Dr.	320	\$23,911	5
<i>*Crestview Drive - Benton St. to Bittersweet Ln.</i>	2465	\$184,191	3-5
<i>*Meadowbrook Dr. - N. 4th St to Memorial Dr</i>	2424	\$181,127	3-6
<i>Oakwood Lane - Maple Crest Ln. to Deer Tr.</i>	1100	\$82,195	5
<i>Oakwood Lane - Bittersweet Ln. to Milford St.</i>	930	\$69,492	3-4
<i>*Liberty Lane - South St. to Termini</i>	820	\$61,272	2
<i>*Woodbridge Trail - Crestview Dr. to Briar Ct.</i>	1260	\$94,150	3-4
<i>*Fieldcrest Court - Woodbridge Ct. to Termini</i>	575	\$42,965	3
<i>*Sunnyfield Court - Elm St. to Termini</i>	800	\$59,778	2
<i>*Colonial Drive - Welsh Rd. to Votek Dr.</i>	1320	\$98,634	3-4

Bold indicates arterial street w/high traffic count

Italics Indicates Residential collector w/moderate traffic count

*indicates resident requested street repair

Four residents addressed the commission concerning the condition of the streets in front of their respective houses.

Andrew Beyer presented that the cost would be closer to \$350,000.

Ald. Smith commended Engineering for their initiative in bringing this so quickly to the Commission's attention and stated that he is in full support of helping these citizens and their request.

Ald Bartz shared his complete support of Ald Smith's comments

The Commission proposed that the last five streets (above) be completed this year. This includes the following: Liberty Lane, Woodbridge Trail, Fieldcrest Court, Sunnyfield Court and Colonial Drive.

Andrew Beyer stated that Engineering will take input given by the Commission and come back to the June 13 Public Works meeting for change order approval.

A. Review and take possible action: Review preliminary assessment report and set public hearing for the Edgewater Court curb and gutter replacement assessment

Background

The property owners of 904 Edgewater Court had previously petitioned the City to replace settled curb and gutter in 2022. The project was bid in 2023 as an alternate and was awarded to the contractor. Approximately 86' of curb and gutter in need of replacement fronting 904 Edgewater Court. The scope of the curb and gutter replacement project would also include pavement restoration and driveway restoration. State Statute dictates the curb and gutter to be a "special assessment" if the City requires either partial or full reimbursement. City policy currently is a one half/one half cost share between the City (1/2) and the property owner (1/2) for resident-requested curb and gutter replacement projects. Part of the special assessment process is to hold a public hearing at City Council to receive public comment. Engineering is seeking approval to set a public hearing for the Edgewater Court Curb and Gutter Replacement Project for Tuesday, June 20, 2023.

In 2018 the street was redone however, the curb and gutter were not as it was deemed there was no need. Shortly thereafter the said curb and gutter at his address began to deteriorate. Because of this

Motion by Ald Smith to waive the assessment process and include this in the project set forth and added the following ammendment: acknowledging that the City will make a one time repair until the next street repair project. (A letter will be sent to the property owners). Ald Smith will provide the current owners name to Engineering.

2nd Ald Bartz

Motion carried by unanimous voice vote

B. Review and take possible action: Approve Change Order No. 1/Final for 2023 Crack Sealing Contract #2-23 with Thunder Road, LLC to final contract price of \$89,413.75

BACKGROUND:

The City's 2023 crack sealing contractor, Thunder Road, has completed scheduled work. Change Order No. 1 increases the contract price by \$13,965.25 to a final contract price of \$89,413.75 to reflect additional flex patch work completed at the Watertown Municipal Airport runway and reflect final crack sealing quantities completed by Thunder Road. The added work at the Airport was accounted for in the 2023 Capital Improvement Program Budget and there is adequate funding available in the Seal Coat Reserve account for said change order.

Motion to approve change order No. 1/Final for 2023 Crack Sealing Contract #2-23 with Thunder Road, LLC to final contract price of 89,413.75. made by Ald Smith

2nd Comm'r Thompson

Motion carried by unanimous voice vote

C. Review and take possible action: Sidewalk repair orders for 802 N Church St, 806 N Church St, 812 N Church St, 815 N Church St, 818 N Church St, 821 N Church St, 824 N Church St, and 919 Harvey Ave

BACKGROUND:

The Engineering Division received sidewalk complaints regarding sidewalk condition at the following property addresses:

Site Address	Estimated cost not to exceed
802 N Church St	\$433.50
806 N Church St	\$910.35
812 N Church St	\$867.00
815 N Church St	\$2670.36
818 N Church St	\$850.00
821 N Church St	\$3366.00
824 N Church St	\$425.00
919 Harvey Ave	\$7303.20

Engineering is seeking approval to send letters via certified mail per Wisconsin State Statute noticing property owners to repair sidewalk.

Motion to approve Engineering to send letters via certified mail per Wisconsin State Statute noticing property owners of repairs Comm’r Thompson

2nd Ald Bartz

Carried by unanimous voice vote

5. ADJOURNMENT

Motion to approve Ald Bartz

2nd Ald Smith

Carried by unanimous voice vote

Meeting adjourned at 6:29 p.m.

Respectfully submitted,
Bob Wetzel
Public Works Commission Chair

Note: These minutes are uncorrected and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920.206.4264

Ritchie M. Piltz, CSI
920.262.4034

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members
FROM: Andrew Beyer, P.E.
DATE: June 7, 2023
RE: Public Works Commission Meeting of June 13, 2023

Agenda Item:

Review and take possible action: environmental access agreement with Johnson Controls to perform certain environmental activities on Watertown Municipal Airport property

BACKGROUND:

The Wisconsin Department of Natural Resources (WDNR) is requesting that Johnson Controls place two additional monitoring wells on Watertown Municipal Airport property. The purpose of the wells is to monitor shallow groundwater contamination associated with the former Johnson Controls building at 1007 S. Twelfth Street. Whereas the City can ultimately deny the request, monitoring wells are placed for public safety purposes to monitor contaminants that are harmful to public health. It is recommended that the two additional monitoring wells on airport property be approved. The following questions, shown in black, were asked to the WDNR consultant coordinating well placement, who provided answers shown in blue:

(A) What are they monitoring?

We are monitoring volatile organic compounds (VOCs) in shallow groundwater. The VOCs are being investigated as part of the investigation/remediation being conducted on the former Johnson Controls property to the east of the airport.

(B) Why do they want additional wells?

The WDNR has requested the additional wells.

(C) Runway 23 may be raised up 15 feet vertically. If so, they will need to adjust those wells in the future.

Johnson Controls recognizes that this is a possibility and will work to get the wells extended to a new surface grade as necessary.

(D) Do they realize that those wells could be damaged at any time for any reason and they would have no recourse? If they have some agreement in place for the wells that are already there that says something different it probably needs to be looked at.

Johnson Controls is responsible for maintenance of the wells and GZA would want to be notified if damage occurred so that it could be repaired.

The Environmental Access Agreement approved by the City Attorney's office is attached for Commission review. A draft resolution will be presented during Tuesday evening's meeting.

Enclosed:

Environmental Access Agreement

ENVIRONMENTAL ACCESS AGREEMENT

This ENVIRONMENTAL ACCESS AGREEMENT (the “*Agreement*”) is entered into by and between Johnson Controls, Inc. (“*Johnson Controls*”) and the City of Watertown, Wisconsin (“*City*”) as of this day May ____, 2023 related to the Watertown Municipal Airport) (the “*Property*”) owned by the City and located at 1741 River Drive (Parcel Nos. 291-0815-0931-001, 291-0815-0914-051, and 291-0815-0941-001) in Watertown, Wisconsin. Johnson Controls is obligated by the Wisconsin Department of Natural Resources (“*WDNR*”) to perform certain environmental activities related to its formerly-owned facility located at 1007 South 12th Street in Watertown, Wisconsin and desires to obtain access to the Property for the purposes of performing sampling and testing of groundwater.

Because Johnson Controls desires access to the Property and the City desires to cooperate with Johnson Controls in its performance of the environmental work, the parties agree as follows:

1. The City grants to Johnson Controls, its employees, agents, contractors, subcontractors and consultants, the right to enter the Property for the purpose of conducting the “*Work*,” as defined in §2 below.

2. The “*Work*” will comprise the installation of two monitoring wells in accordance with Wisconsin administrative regulations to depths of approximately 15 feet completed with a maximum eight-inch diameter locking protective casing, the operation, sampling, and maintenance of the well, and all such additional activities as may be required of Johnson Controls to satisfy the WDNR. Within 90 days of the monitoring wells no longer being required by WDNR, Johnson Controls will abandon the monitoring wells in accordance with Wisconsin Administrative Code Chapter NR 141. The abandonment will include removal of the steel protective casing, surficial concrete seal; and the inner well casing and well materials will be removed to at least three feet below grade. The monitoring well will be abandoned in a manner such that it will not be a safety hazard after abandonment. Johnson Controls will restore the area where work is performed to its approximate original grade and appearance, to the extent practicable.

3. Prior to the installation of monitoring wells on the Property, a representative of Johnson Controls will meet at the Property with a representative of the City to obtain the City’s prior verbal approval of the proposed well locations and the type of well surface completion.

4. All Work undertaken by Johnson Controls will be performed and completed in a workmanlike manner. Johnson Controls will restore any damage to the Property resulting from the Work on the Property to a condition substantially equal to that existing immediately prior to the commencement of the Work. Such restoration will commence as soon as reasonably practicable after completion of the Work and will be promptly completed.

5. In the event a monitoring well interferes with any proposed sale or development of the property, the City has the right to require a modification of the well casing elevation or the removal of the monitoring well(s) and the reclamation thereof as provided in this Agreement.

6. Johnson Controls will indemnify and hold the City harmless from and against any and all personal injury claims or property damage caused by the negligent acts or omissions of Johnson Controls and/or its employees, agents, contractors, subcontractors and consultants, while on the Property, directly arising out of or directly relating to their access onto the Property and/or their performance of the Work; provided that the City gives Johnson Controls notice of any facts which may form the basis of a claim under this indemnity within a reasonable time of learning the same. However, this indemnity shall not cover any personal injury, property damage or environmental contamination to the extent caused by the intentional or negligent acts or omissions of the City and/or any other responsible party.

ENVIRONMENTAL ACCESS AGREEMENT

7. Johnson Controls will provide the City with any communication it receives from the WDNR regarding Johnson Controls' obligations to perform the Work.
8. Johnson Controls will provide the City with the results of any laboratory analyses conducted by Johnson Controls of samples of groundwater taken by Johnson Controls at the Property.
9. The Parties acknowledge that the Work will continue until the requirements of WDNR are satisfied.
10. The Work under §2, the restoration required under §4, and any modifications requested under §5 above, will be undertaken at Johnson Controls' sole cost and expense.
11. This Agreement may be modified or terminated at any time by a written amendment signed by both parties and shall be governed by the laws of the State of Wisconsin. This Agreement shall inure to the benefit of and be binding upon each of the parties, and their respective successors and assigns.
12. The undersigned specifically represent that they are authorized to execute this Agreement.
- The parties have executed this Agreement on the day and year written below.

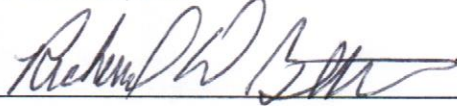
The City of Watertown

By: _____

Name: Emily McFarland

Title: Mayor

Johnson Controls, Inc.

By: 

Name: Rick Bethel

Title: Sr. Manager Environmental Remediation, EHS

Date: 5/19/2023

MW-42

Proposed Supplemental Monitoring Well Nest Locations.

MW-38

MW-39

MW-43

MW-40



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

June 08, 2023

To: Chairman Wetzel and members of the Public Works Commission

From: Peter Hartz – Water Systems Manager

Re: Water Systems agenda items for June 13, 2023

Water Systems:

1. Review and discuss – Wastewater Facilities Plan update proposal from Applied Technologies.

In my follow-up from our CMAR requirement to review the wastewater treatment plant influent biological demand loadings and the plant design, Applied Technologies has provided a proposal to update the facilities plan as part of the review as the numbers and plan are outdated.

2. Review and approve – Water Department; Change order #1 & Change order #2– for Contract #5364-23-01 (Fourth St.) Water Contract to Forest Landscape and Construction Co. for a total of \$35,150.

The pay application to date and quantity list for the 2023 water & sewer contract differed from the agreement quantities. Change order #1 (+\$4,900) was requested by the Engineering Dept. for a full road closure, and change order #2 (+\$30,250) was requested by the Water Dept. to complete the water service replacement work to include the new curb stop valve. These change orders reflect the current quantities completed through pay request #3 and increase the approved contract price (\$853,260) by \$35,150 for a revised contract price of \$885,410.

3. Review and approve – Wastewater Department; Change Order 1 - for Contract #08 – 2023 for Sanitary Sewer bursting work and water and sanitary sewer extension work to Forest Landscaping and Construction Co. for \$26,662.

The pay application and quantity list for the contract differed from the agreement quantities. Change order #1 reflects the actual quantities completed in the approved scope of work and increases the contract by \$26,662 for a revised contract price of \$585,702.

Sincerely,

Peter Hartz

Water Systems Manager



June 7, 2023

Mr. Peter Hartz
Water and Wastewater Utilities Manager
City of Watertown
800 Hoffmann Drive
Watertown, WI 53094

Subject: Engineering Services Proposal
 Wastewater Facilities Plan

Dear Peter,

Applied Technologies (ATI) is pleased to present our proposal for engineering services for a new Facilities Plan study. We appreciate the opportunity to serve the City of Watertown. This proposal is in response to our correspondence in May 2023.

The impetus of the study stems from recent organic loadings on the plant that are now exceeding the original plant design loadings. In the 2022 Compliance Maintenance Annual Report (CMAR), the plant influent BOD rating this past year was an “F”, although the plant’s overall performance has been excellent, scoring very high on the CMAR. ATI is very familiar with the Watertown Wastewater Treatment plant as the original designer of facility and knowledgeable about the various factors that went into the design. ATI prepared Watertown’s existing Facilities Plan in 2000, which had a 20-year planning period of 2004 – 2024. As a planning document, the 2000 Facilities Plan is at the end of its useful life.

We are proposing a comprehensive Facilities Planning scope of services outlined in Attachment A that will provide the City with a new road map for the next 20 years. The new Facilities Plan will identify the most cost-effective and environmentally sound alternative for wastewater treatment over the planning period.

Based on the tasks identified in the Scope of Services, we estimate the engineering budget to be \$76,200. We propose to bill you for professional services on a lump sum basis with invoices based upon percent complete work performed during the calendar month of activity.



We will not exceed the budget without your written authorization. If additional budget is required due to changes in the project scope of work or the level of effort as determined by the City, we will request authorization to adjust the project budget accordingly. Refer to the attached ATI General Provisions for terms and conditions.

We look forward to working with you on this project. If this proposal meets with your approval, please complete the Accepted By section below and return an electronic copy as our authorization to proceed.

Sincerely,
Applied Technologies, Inc.

Kathleen R. Hassing, P.E.
Project Manager

William A. Ericson, P.E.
Vice President

Attachments: ATI General Provisions

City of Watertown
Wastewater Facilities Plan

Accepted by:

Owner: _____

By (Signed): _____

By (Print): _____

Title: _____

ATTACHMENT A
SCOPE OF SERVICES
WASTEWATER TREATMENT FACILITIES PLAN
CITY OF WATERTOWN, WISCONSIN

WASTEWATER TREATMENT FACILITIES PLAN

1. Review and develop project goals and objectives by conducting a meeting with the City. The meeting will include discussion of items such as the City's objectives, scope of services, schedule, key project personnel, and project concerns.
2. Review existing data and facilities including the following tasks:
 - a. Obtain influent, effluent, and biosolids data for a minimum of three years.
 - b. Acquire previous reports.
 - c. Analyze the performance of the existing plant and individual unit operations.
 - d. Visit the facilities to identify items that will require upgrade or replacement.
3. Prepare an infiltration/inflow (I/I) analysis to determine the amount and type of I/I. Perform a cost-effectiveness analysis to evaluate the cost of additional plant hydraulic capacity to convey and treat I/I versus typical I/I reduction measures. Determine cost-effective approach and whether I/I is "nonexcessive" according to EPA and DNR guidelines.
4. Prepare 10- and 20-year population and flow projections using existing wastewater and population data and population projections from SEWRPC and Wisconsin DOA.
5. Prepare and send industrial surveys to determine future capacity needs. Review existing industrial monitoring test results as provided by the City to obtain current baseline loading levels. Revise loading projections with information obtained from the industrial survey.
6. Correspond with the Wisconsin Department of Natural Resources to develop effluent limits as appropriate for the projected wastewater flows.
7. Summarize condition and performance of existing facilities based on the current and projected flows and loadings, the stated design capacities from previous reports, and an updated condition assessment.
8. Identify, develop, and evaluate viable alternatives that address the needs of the City. Conduct a brainstorming meeting with City staff to obtain their input and screen the alternatives.
9. Prepare sizing and layouts for the viable alternatives. Identify unit process dimensions and potential arrangements on the present facility sites.
10. Prepare a cost-effectiveness analysis and evaluate the non-monetary advantages and disadvantages of the viable alternatives. Estimate capital costs and operations and

maintenance costs for each. Compile and submit this information to City staff for their review and input. After obtaining the City's input, meet with City staff and recommend a preferred alternative.

11. Estimate the impact of the selected alternative on the City's sewer user charge system and the average residential homeowner.
12. Develop an implementation plan and schedule for the selected alternative.
13. Prepare a draft Wastewater Treatment Facilities Plan for review and input by City staff. Revise the draft Wastewater Treatment Facilities Plan, if necessary, and present it at a City meeting.
14. Assist the City in conducting a public hearing on the City-approved draft Wastewater Treatment Facilities Plan.
15. Finalize the Wastewater Treatment Facilities Plan, incorporating comments from the City, and submit it to the DNR. Review DNR comments and respond.

**1. Scope of Services and Time Limit**

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions, redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents.

8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use.

9. Indemnification

ATI agrees to indemnify Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ATI in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

10. Limitation of Liability

The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses levied against ATI to a sum not to exceed \$50,000 or the amount of total compensation under this Agreement, whichever is less, on account of any design defect, error, omission, or professional negligence.

11. Reuse of Documents

Any reuse of documents including reports, drawings, specifications, Contract Documents and other deliverables furnished by ATI, whether in hard copy or electronic form, under this Agreement without specific written verification or adoption by ATI will be at the Client's sole risk and without liability or legal exposure to ATI. Any such reuse, verification or adoption will entitle ATI to further compensation at rates agreed upon by the Client and ATI.

12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. In the event actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

14. Controlling Law and Severability

This Agreement is to be governed by the law of the principal place of business of ATI. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement.

Date of Issuance: April 11, 2023

Effective Date: _____

Project: N. Fourth St Watermain Improvements	Owner: City of Watertown	Owner's Contract No.: 5364-23-01
Contract: 2023 Fourth Street Watermain Improvements		Date of Contract: February 27, 2023
Contractor: Forest Landscaping & Construction, Inc.		

The Contract Documents are modified upon execution of this Change Order:

Description: Additional Traffic Control has been requested by the City to fully close the project Street to traffic to accommodate City crews to remove and replace curb ramps along the project Consecutively with the underground contractor.

Attachments:

Change in Contract Price:	Change in Contract Times:
Original Contract Price: \$ <u>853,260.00</u>	Original Contract times <input type="checkbox"/> Working Days <input type="checkbox"/> Calendar Days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. <u> </u> to No. <u> </u> \$ <u>N/A</u>	(Increase) (Decrease) from previously approved Change Orders No. <u> </u> to No. <u> </u> Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>853,260.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase OR Decrease of this Change Order: \$ <u>4,900.00</u>	(Increase) (Decrease) of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>858,160.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:
By: _____
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor: (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable) _____

Date: _____

Date of Issuance: May 17, 2023

Effective Date: _____

Project: N. Fourth St Watermain Improvements	Owner: City of Watertown	Owner's Contract No.: 5364-23-01
Contract: 2023 Fourth Street Watermain Improvements	Date of Contract: February 27, 2023	
Contractor: Forest Landscaping & Construction, Inc.		

The Contract Documents are modified upon execution of this Change Order:

Description: Aprox 907 N 4th Sewer main repair LS, 611 N 4th lateral repair LS
Curb Stop Box – Excavate additional area around curb stops, remove existing install city supplied box,
Back fill area around curb box, top soil area for future dig by others.
Attachments: Quote from Forest Landscaping & Construction, Inc. dated 4/25/2023

Change in Contract Price:	Change in Contract Times:
Original Contract Price:	Original Contract times <input type="checkbox"/> Working Days <input type="checkbox"/> Calendar Days
\$853,260.00	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u>	(Increase) (Decrease) from previously approved Change Orders No. _____ to No. _____
\$ 4,900.00	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 858,160.00	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Increase OR Decrease of this Change Order:	(Increase) (Decrease) of this Change Order:
\$ 30,250.00	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 888,410.00	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:
By: _____
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor: (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable) _____

Date: _____

Date of Issuance: May 26, 2023

Effective Date: _____

Project: Main St. Ext.	Owner: City of Watertown	Owner's Contract No.: 8-23
Contract: 2023 Utility & Street Reconstruction Project		Date of Contract: March 25, 2023
Contractor: Forest Landscaping & Construction, Inc.		

The Contract Documents are modified upon execution of this Change Order:

Description: Adjustments & changes for long side sewer laterals at 1205/1209 W Main St. New sewer Main required changes to connection of laterals, because lateral I.E. is now higher. Installed clean outs & sewer valve boxes and additional L.F. of 4" SDR 35. Additional saw cutting, time, materials and backfill. Itemized quote attached.

Change in Contract Price:	Change in Contract Times:
Original Contract Price:	Original Contract times <input type="checkbox"/> Working Days <input type="checkbox"/> Calendar Days
\$559,080.00	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. <u> </u> to No. <u> </u>	(Increase) (Decrease) from previously approved Change Orders No. <u> </u> to No. <u> </u>
\$ 0.00	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 559,080.00	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Increase OR Decrease of this Change Order:	(Increase) (Decrease) of this Change Order:
\$ 26,622.00	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 585,702.00	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)

Date: _____	Date: _____	Date: _____
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Approved by Funding Agency (if applicable) _____	Date: _____
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EJCDC No. C-941 (2002 Edition)

Prepared by the Engineer's Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specification Institute.