



PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, FEBRUARY 13, 2024 AT 5:30 PM

COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING - 106 JONES STREET,
WATERTOWN, WI 53094

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 Minutes from January 23, 2024

4. BUSINESS

A. Review and approve: 2023 Utility bill write-offs of account refunds & credits

B. Review and update: 2024 lift station project with Strand & Associates

C. Review and approve: 2024 Main Street Sanitary Sewer & Water Main Project, contract #5364-24-01

D. Review and update: 2024 Geographical Informational System (GIS) professional services with Mead-Hunt

E. Review and take possible action: City of Watertown Flood Control Master Plan adoption

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, JANUARY 23, 2024

Commission members present: Ald. Bartz, Board, Smith, Wetzel, Comm'r Thompson

City employees present: Assist. City Attorney Beyer, Storm Water Utility Manager Maureen McBroom

1. CALL TO ORDER at 5:30 p.m.

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

3. REVIEW AND APPROVE MINUTES

Review and approve: Public Works minutes from January 9, 2024

Motion to approve Ald Board

2nd Comm'r thompson

Carried by unanimous voice vote

4. BUSINESS

A. Review and take possible action: City of Watertown Quarry Annual Report submittal

Motion by Ald Board to approve the annual report for submittal to the Department of Natural Resources

2nd Comm'r Thompson

Carried by unanimous voice vote

B. Review and discuss: City of Watertown Flood Control Master Plan recommendations

Andrew Beyer and Maureen McBroom shared with the commission the recommendations for flooding situations.

Ald Smith asked if there were priorities established with the presentation to which Andre Beyer replied that the presentation was in no specific order.

Ald Smith also expressed concern that no thought was given to the area around Silver Creek since much water comes from Emmet.

The process for each project requires the following:

- In depth study
- Design and permitting
- Budgeting
- Potential land acquisition
- Possible grant application
- Construction

5. ADJOURNMENT

Motion to adjourn Ald Board

2nd Ald Bartz

Motion carried by unanimous vote

Meeting adjourned at 6:26 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.



Water Systems

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

To: Chairman Wetzel and members of the Public Works Commission
From: Peter Hartz – Water Systems Manager

February 13, 2024

Re: February 13, 2024, Public Works Commission agenda items

Water Systems:

1. Review and approve 2023 Utility bill write-offs of account refunds & credits.

As required by the Water & Wastewater Enterprise Fund Audit Firm, the Public Works Committee is being presented with the information for accounting and bookkeeping records. These unpaid balances (comprised of refunded or credited charges for water, sewer, garbage, and stormwater) are ‘written off’ from the utility bills – credited back to the owners. 2023 total is \$106,047.46 which is comprised of 733 separate accounts.

2. Review and approve 2024 Main Street Sanitary Sewer & Water Main Project, contract #5364-24-01

- We received three bids for the 2024 water and sewer replacement project on Main Street. I recommend approval of Forest Landscaping & Construction, Inc.

<u>Contractor</u>	<u>Total</u>
Forest Landscaping & Construction, Inc.	\$195,870.00
Rock Road Companies	\$231,515.00
Musson Brothers	\$241,516.20

3. Review and update 2024 lift station project with Strand & Associates.

Background: As we begin looking to update to the 2002 sanitary sewer collections system capacity plan, history & items to consider with the lift station project we are beginning work on the preliminary engineering reports for the Allerman and Concord sanitary sewer lift station.

- Constructed in 1963 to service 20 homes, original pumps and controls are still in service.
- Currently servicing 197 homes (110 of which are draining to S. Concord lift station, which drains /dumps to Allerman Lift Station).
- In 1990, the sanitary sewer service plan report identified the Allerman Lift Station as servicing a much larger area of undeveloped land outside the corporate limits on the east side of the Hwy 16 bypass and a new force main running to Franklin St. (or possibly Air Park Dr, or down Boomer St to Utah St)
- S Concord lift station was built in 2006 and is capable of handling property as far S as Beryl Dr, and currently has an 8in stubbed out of the S side of the wet well for future growth in the city limits.
- All this currently runs to Hidde lift station, in Basin 18, which is a known trouble spot in wet weather. We have a change to take that load off Hidde which helps that drainage basin and pumps the wastewater one less time.

4. Review and update 2024 Geographical Informational System (GIS) professional services with Mead–Hunt

Since the inception of the GIS mapping database started in 2014 the water systems have utilized Symbiont Engineering for support and updates to the geodatabase used for all our assets in the city. Symbiont is now part of Mead-Hunt, we are working with the same team members for the annual asset mapping conducted each year on an as-needed basis.

Annually we continue to update our assets and history in our GIS database, water and sewer mains, valves, hydrants, water services, service lines, sanitary manholes, sanitary laterals, private mains and hydrants, water meters, pipe material inspection records, private and public lead service storybook, cross connection inspections, and several other layers of data sets. They also manage access to these records with our mobile phone Field Map App that syncs with our Trimble GPS equipment.

This support is different from what is planned with the GIS intergovernmental agreement with Jefferson County. Examples of other GIS geodatabase layers used by multiple departments on an annual basis include: street signs, brush routes, sanitation routes, recycle routes, police districts, fire districts, property parcel data, aldermanic districts/wards, sidewalks, truck routes, floodplains, neighborhood watch areas, parks, wetlands, schools, section corners, topographic, zoning, building and sub-divisions, TID districts, engineering files, planning land uses – to name a few.

Sincerely,
Peter Hartz

Water Systems Manger

2023 Adjustments Summary

Month	Total Dollar Amount	Total # of Accounts	Breakdown of Charges						Breakdown of Penalties			
			Water	Sewer	Garbage	Storm Water	Deduct Meter Deposit		Water	Sewer	Garbage	Storm Water
January	\$8,485.38	14	\$7,061.66	\$628.98	\$50.93	\$743.81	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
February	\$20,259.35	101	\$7,986.33	\$6,212.64	\$842.01	\$5,218.37	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
March	-\$16,350.34	103	-\$15,364.82	-\$1,127.65	\$131.34	\$10.79	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
April	\$32,062.06	106	\$11,598.82	\$10,227.23	\$5,962.38	\$4,273.63	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
May	\$3,059.19	58	\$1,218.52	\$673.21	\$616.80	\$550.66	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
June	\$37,937.27	89	\$5,952.49	\$27,498.78	\$2,483.81	\$2,002.19	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
July	\$665.69	83	\$1,002.03	-\$603.25	\$66.91	\$200.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
August	\$379.60	64	\$1,106.03	-\$374.57	\$116.40	-\$468.26	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
September	\$1,378.68	28	\$1,385.38	-\$484.52	\$273.57	\$204.25	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
October	\$2,514.19	32	\$1,986.73	\$1,175.50	-\$939.17	\$346.13	-\$55.00		\$0.00	\$0.00	\$0.00	\$0.00
November	\$12,759.76	31	\$13,041.33	-\$446.92	\$84.59	\$80.76	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
December	\$2,896.63	24	\$1,330.67	\$545.17	\$185.06	\$835.73	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Total 2023:	\$106,047.46	733	\$38,305.17	\$43,924.60	\$9,874.63	\$13,998.06	-\$55.00		\$0.00	\$0.00	\$0.00	\$0.00

DRAFT

Project Information

Services Name: Allerman and Concord Lift Stations - Preliminary Engineering Report

Services Description: Preparation of a Preliminary Engineering Report for the Allerman and Concord Lift Stations to include a description of the project, relevant background information, description of environmental design issues, collection system modeling updates, lift station location and layout alternatives, force main route alternatives, and opinion of probable costs for each alternative.

Scope of Services

ENGINEER will provide the following services to the OWNER:

1. Review existing drawings and reports provide by OWNER to obtain background information for the Allerman and Concord Lift stations.
2. Conduct a site visit to the Allerman and Concord lift stations to review existing pump station interior and exterior conditions.
3. Review with OWNER the potential future sewer services area and anticipated land use for the Allerman and Concord lift stations. Calculate the anticipated 20-year lift station and force main capacities and sizes based on the agreed-upon service area and land uses selected by OWNER.
4. Review the existing sanitary sewer system performance using the calibrated sewer system model previously prepared by ENGINEER.
5. Prepare up to two conceptual layouts for the Allerman lift station including rehabilitation of the existing station and a new lift station. Provide preliminary plan and section drawing for each alternative.
6. Prepare up to three conceptual force main layout and preliminary plan drawings for the Allerman lift station force main using existing geographical information system (GIS) data provided by OWNER.
7. Prepare opinions of probable construction costs (OPCC) for the Allerman lift station and force main alternatives.
8. Meet with the OWNER to discuss estimated flows, conceptual lift station and force main alternatives, and OPCC.
9. Prepare an Abbreviated Facilities Plan, or Engineering Report, to summarize the results of the study. The Engineering Report will be formatted to satisfy the submittal requirements of the Wisconsin Department of Natural Resources (WDNR) Clean Water Fund (CWF) program. The report will include the following items:
 - a. A review and summary of prior studies and reports related to the potential lift station and summary of existing facilities including age, capacity, limitations.
 - b. A summary of the characteristics of the 20-year and ultimate service area to the potential lift station. Discussion of estimated 20-year and ultimate wastewater flow rates to the potential lift station.

DRAFT

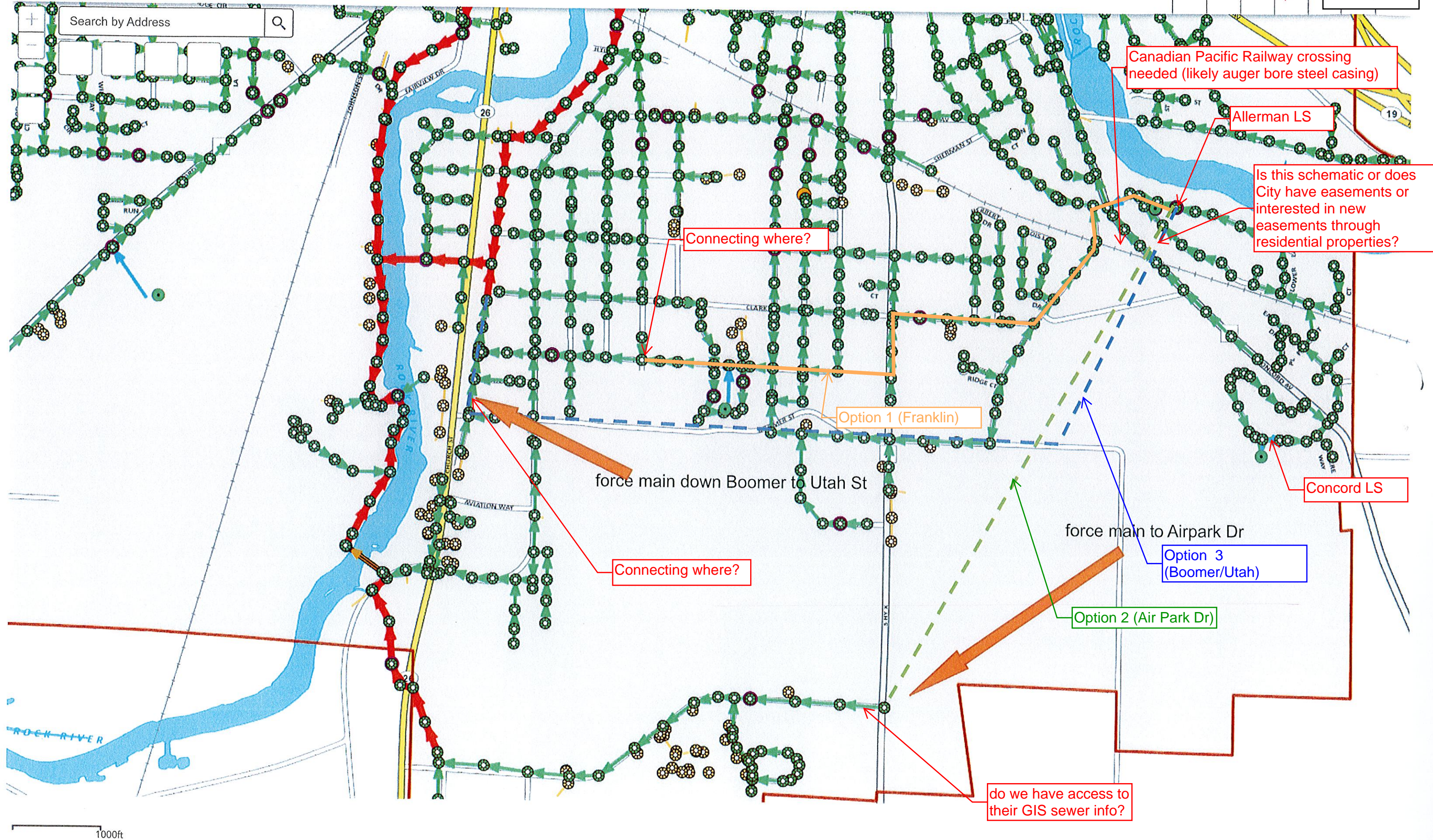
- c. A description and preliminary drawings of the lift station location and layout alternatives and force main route, including a summary of the OPCCs for each.
 - d. Documentation and review of potential environmental design issues at the potential lift station site and along the force main routes, review of existing easement and property ownership, and discussion of potential funding opportunities.
- 10. Meet with OWNER to discuss draft Engineering Report. Incorporate OWNER's comments as appropriate into final report.
 - 11. Submit Engineering Report to WDNR for approval.

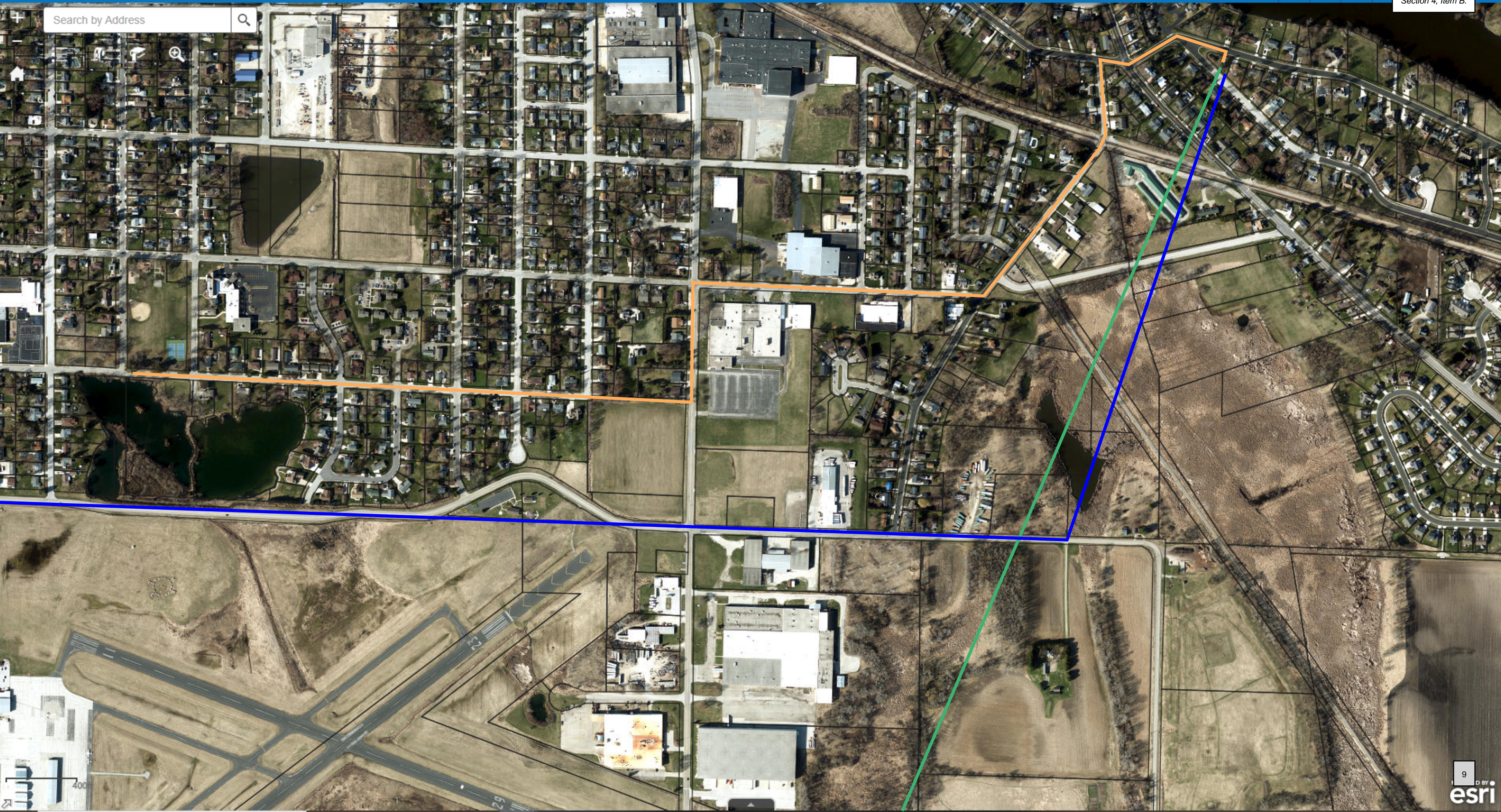
Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly basis plus expenses an estimated fee not to exceed \$46,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of Jan 1, 2024. Services are scheduled for completion on May 1, 2024.

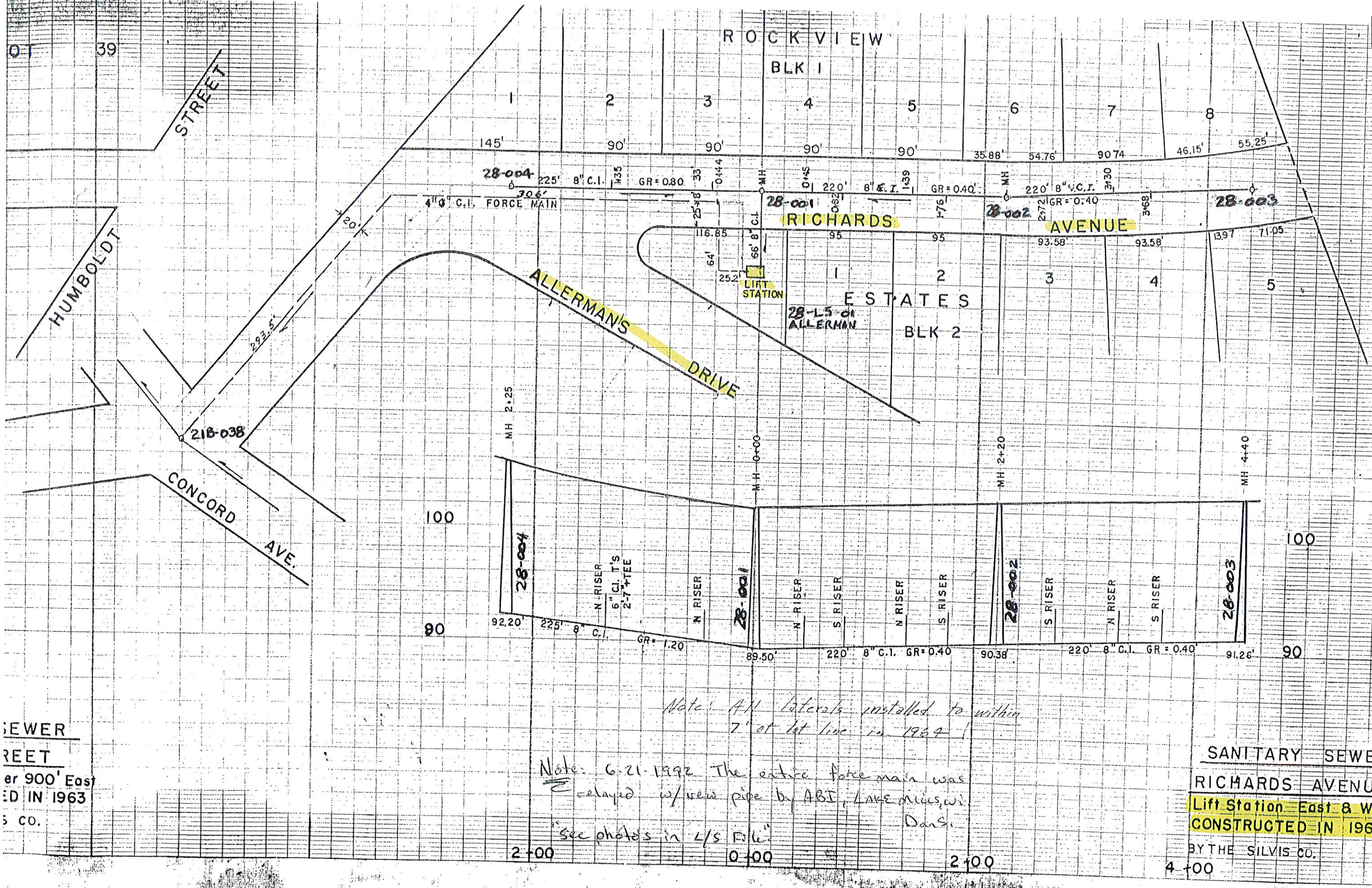




Search by Address



400



SEWER
REET
er 900' East
ED IN 1963
S CO.

Note: All laterals installed to within
7' of lot line in 1969

Note: 6-21-1992 The entire force main was
replaced w/ new pipe by ABI, Lake Mills, WI.
Dan S.

"see photos in L/S File"

SANITARY SEWER
RICHARDS AVENUE
Lift Station East & West
CONSTRUCTED IN 1963
BY THE SILVIS CO.

1" DIA. FACIA -
 2" X 4" 16" O.C.
 3/4" EXT. 14" O.C.
 1/2" DIA. AIR VENTS
 EVERY THIRD JOIST

2" X 3" PLATE
 ANCHORED WITH 1/2"
 BOLTS 4" O.C.

DO NOT TO BE
 FURNISHED BY
 GEN. CONTRACTOR

SWITCHBOARD

1/2" ϕ BARS 8" O.C.
 ALTERNATE BARS
 BENT UP.

#5 12" O.C.

CONSOLIDATED ELECTRIC
 FLOAT SWITCH, MODEL
 295-2A OR EQUAL

SUMP PUMP
 OUTLET

4" FORCE
 INVERT

#5 12" O.C.

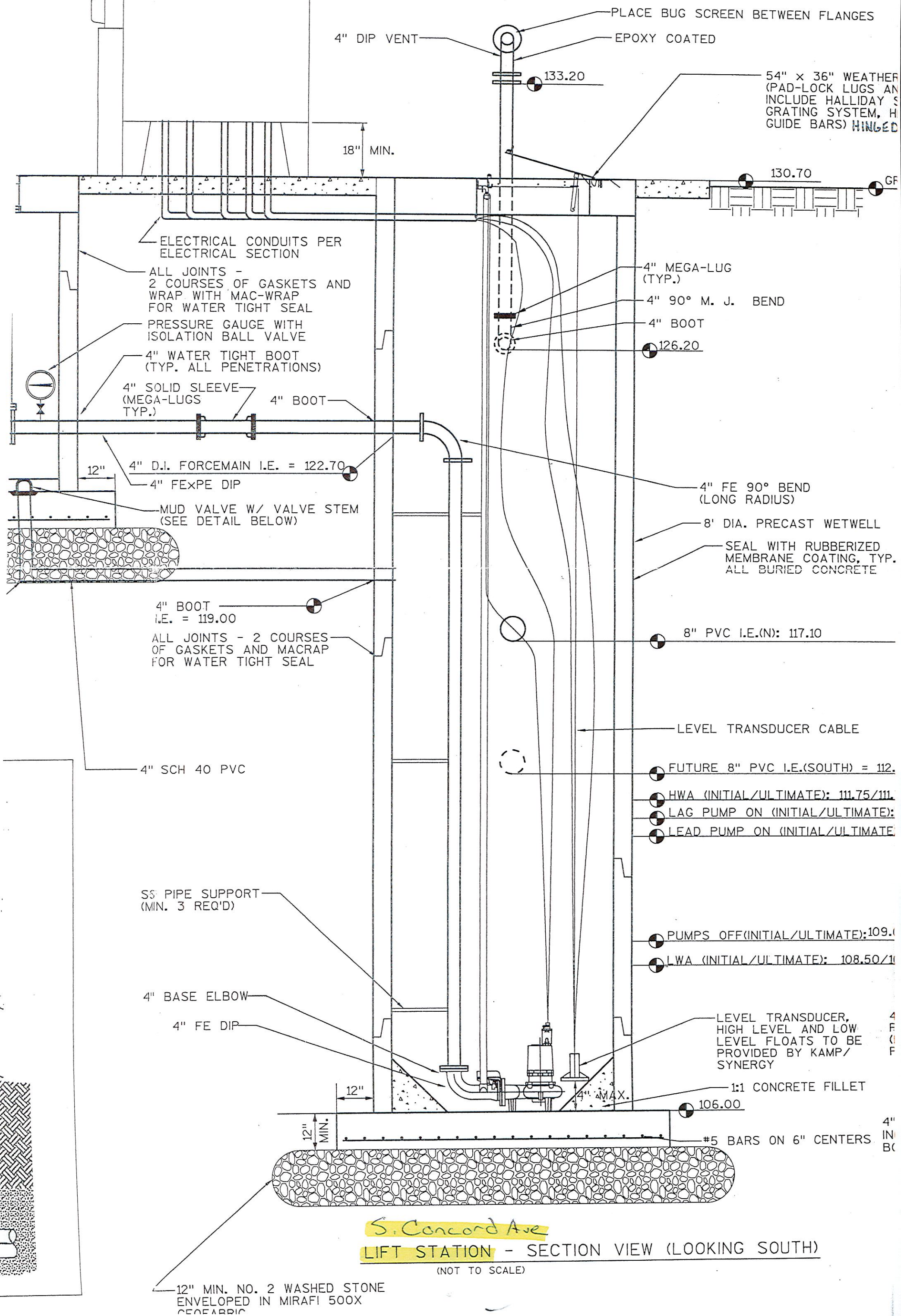
ELEV. 85.00

SUMP PIT CONSISTS OF A SECTION
 OF 18" CONCRETE PIPE WITH 12" OF
 CONCRETE IN THE BOTTOM. SUMP
 PUMP TO BE CHICAGO PUMP CO.
 "LITTLE GIANT" OR EQUAL.

SECTION A-A

Allerman Wellwell 1963/1964

LETTERS ON A YELLOW BACKGROUND
CONFINED ENTRY SIGN DETAIL



STATION	ADDRESS	VOLT	PHASE	PUMPS	MODEL	GPM	HP	MANU.	BUILT	WE METER #	LEVEL	MOTOR
18th Hole	1622 Country Club Ln	230	Single	2	NP3102	125	5	Flygt	1990	BZ-902319	Transducer	VFD
Allerman	1206 Richards Ave	230	3	2	CP3102	200	5	Flygt	1963	PVZT-439059	Transducer	Starter
Boughton Street	1029 Boughton Str	480	3	2	NP3153	600	20	Flygt	2009	PBXZT-92110	Transducer	VFD
Carlson Place	1618 Carlson PL	230	Single	2	CP3085	200	2.2	Flygt	1981	BZ-806898	Transducer	VFD
Country Club	1334 North Water St	230	3	2	CP3102	275	5	Flygt	1997	PBZT-703373	Float	Starter
Fifth Ward	710 North Church St	230	3	2	CP3082	50	0.8	Flygt	1957	PBZT-704795	Float	Starter
Fox Creek	901 Fox Creek Dr	230	3	2	C3102	200	5	Flygt	1995	PBZT-702197	Float	Starter
Front Street	300 Front Str	230	3	2	CP3102	250	5	Flygt	1949	PBZT-702424	Transducer	Starter
Grandview	1502 Beacon Dr	230	3	2	CP3127	110	7.5	Flygt	2003	PBZT-704745	Transducer	Starter
Hidde	1432 East Main Str	480	3	3	S4B	600	20	Hydromatic	1997	PBZT-700531	Transducer	Starter
Hinze	1617 Silver Creek Rd	230	3	2	MP3085	30	4	Flygt	1990	PBZT-703393	Float	Starter
North Water Street	702 North Water St	230	3	2	CP3085	160	3	Flygt	1999	PBZT704473	Float	Starter
Oak Ridge	101 Oak Ridge Ct	230	3	2	NP3102	125	5	Flygt	1972	PBZT-703928	Transducer	Starter
Riverlawn	220 Riverlawn Ave	230	Single	2	CP3045	50	1.1	Flygt	1959	NZ-715998	Transducer	VFD
Riverside Park	1002 Anne St	230	3	2	NP3085	150	3	Flygt	1949	PBZT-703650	Transducer	Starter
South Concord	224 West Haven Dr	230	Single	2	NP3102	120	10	Flygt	2006	NZ-709309	Transducer	VFD
Spaulding Street	115 E. Spaulding St	230	3	2	CP3127	700	5	Flygt	2001	PBZT-702813	Transducer	Starter
Watertown East	1153 Boughton St	230	Single	2	CP3102	225	5	Flygt	1974	NZ-722433	Transducer	VFD

WE Energies 1-888-779-6881
L.H.Lamb Electric 920-342-0986

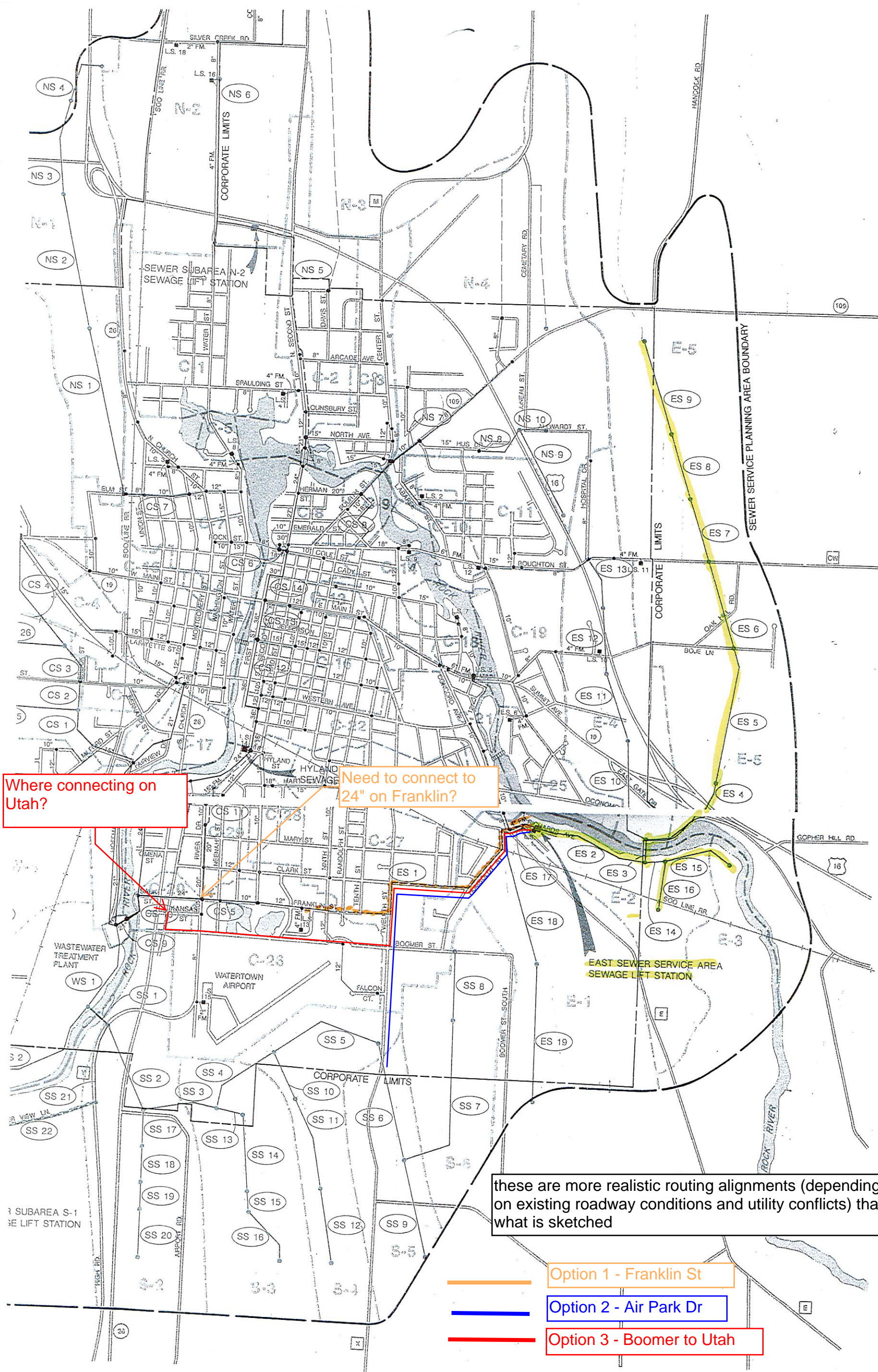
Kamp/Synergy shop 1-414-354-6700
Nate Wolfe Cell 1-414-630-2993

SET POINT	ELEVATION	TO BOTTOM	TO TRANSDUCER
High Level Float*	90.40'	4.90'	
High Alarm	89.73'	4.23'	3.40'
Inlet pipe	89.00'	3.50'	
Lag Pump Start	89.23'	3.73'	2.90'
Lead Pump Start	88.73'	3.23'	2.40'
Pumps Off	87.33'	1.83'	1.00'
Low Level Alarm	86.93'	1.43	0.60'
Low Level Float*	86.93'	1.43	
Transducer Offset	86.33'	0.83'	0.00'
Bottom Wet Well	85.50'	0.00'	

*Backup system operating range 3.47'

SET POINT	ELEVATION	TO BOTTOM	TO TRANSDUCER
High Level Float*	112.00'	6.00'	
High Alarm	111.75'	5.75'	5.25'
Lag Pump Start	111.50'	5.50'	5.00'
Lead Pump Start	111.00'	5.00'	4.50'
Pumps Off	109.00'	3.00'	2.50'
Low Level Alarm	108.50'	2.50'	2.00'
Low Level Float*	108.25	2.25'	
Transducer	106.50'	0.50'	0.00'
Bottom Wet Well	106.00'	0.00'	

*Backup system operating range 3.75'



Where connecting on Utah?

Need to connect to 24" on Franklin?

these are more realistic routing alignments (depending on existing roadway conditions and utility conflicts) than what is sketched

- Option 1 - Franklin St
- Option 2 - Air Park Dr
- Option 3 - Boomer to Utah

LESS THAN 20" DIA.
20" AND LARGER
CORPORATE LIMITS
SEWER SERVICE AREA BOUNDARY
LESS THAN 10" DIA.
10" AND LARGER



1990

CITY OF WATERTOWN

MAP OF RECOMMENDED TRUNK AND INTERCEPTOR SEWER IMPROVEMENTS

January 29, 2024

Mr. Peter Hartz
CITY OF WATERTOWN
800 Hoffmann Drive
Watertown, WI 53094

RE: City of Watertown
2024 Main Street Utility Reconstruction
Contract 5364-24-01

Dear Mr. Hartz:

Bids were opened on January 26, 2024, for the 2024 Main Street Utility Reconstruction project, Contract 5364-24-01.

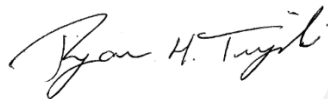
Bids were received from three (3) contractors, ranging in cost from \$195,870.00 to \$241,516.20 for the base bid. The low bidder was Forest Landscaping, Lake Mills, Wisconsin. A bid tabulation is enclosed detailing the project costs.

We have reviewed the bids that were submitted for accuracy and completeness and there were no informalities found with the base bid. REL considers Forest Landscaping to be a competent contractor for this specified project; therefore, we would recommend that the contract be awarded to Forest Landscaping for the base bid amount of \$195,870.00. Alternate 1 will not be awarded.

Please contact us if you have any further questions or require further information.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Ryan H. Trzinski, P.E.
Project Manager

RHT/LAR

ENC.

ITEMIZED BID TABULATION

OWNER: CITY OF WATERTOWN
 PROJECT: 2024 MAIN STREET UTILITY RECONSTRUCTION
 CONTRACT: 5364-24-01
 BID DATE: FRIDAY, JANUARY 26, 2024 - 2:00 p.m.

Line Item	Item Code	Item Description	Unit	Qty.	FOREST LANDSCAPING Lake Mills, Wisconsin		ROCK ROAD COMPANIES Janesville, Wisconsin		MUSSON BROTHERS Rhinelander, Wisconsin	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Allowances										
1	0000.01	Allowances - Spec Section 01 21 00 Schedule of Allowances, Complete.	LS	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
2	0157.04	Inlet protection, Type D, install and maintain, Complete	EACH	10	\$150.00	\$1,500.00	\$125.00	\$1,250.00	\$125.00	\$1,250.00
3	0157.05	Inlet protection, Type D, remove, Complete	EACH	10	\$50.00	\$500.00	\$40.00	\$400.00	\$40.00	\$400.00
4	0159.01	Temporary traffic control, Complete	LS	1	\$5,500.00	\$5,500.00	\$36,000.00	\$36,000.00	\$25,000.00	\$25,000.00
5	0241.02	Sawing concrete full depth, Complete	LF	740	\$3.00	\$2,220.00	\$2.25	\$1,665.00	\$4.50	\$3,330.00
6	0241.06	Remove concrete pavement, Complete	SY	500	\$7.00	\$3,500.00	\$6.00	\$3,000.00	\$4.40	\$2,200.00
7	0241.07	Remove concrete curb and gutter, Complete	LF	35	\$10.00	\$350.00	\$9.00	\$315.00	\$17.00	\$595.00
8	0241.09	Remove concrete sidewalk, Complete	SF	170	\$10.00	\$1,700.00	\$9.00	\$1,530.00	\$4.40	\$748.00
9	0241.12	Remove sanitary manhole, Complete	EACH	1	\$5,100.00	\$5,100.00	\$1,500.00	\$1,500.00	\$973.00	\$973.00
10	0241.19	Remove sanitary sewer, Complete	LF	27	\$100.00	\$2,700.00	\$45.00	\$1,215.00	\$62.00	\$1,674.00
11	0241.22	Abandon water main, 4-inch, Complete	LF	340	\$12.00	\$4,080.00	\$7.00	\$2,380.00	\$7.70	\$2,618.00
12	0333.01	Concrete pavement, 9-inch, Complete	SY	290	\$100.00	\$29,000.00	\$130.00	\$37,700.00	\$170.00	\$49,300.00
13	3211.03	Crushed aggregate base course, Gradation No. 3, 6-inch thick, Complete	SY	290	\$6.00	\$1,740.00	\$9.00	\$2,610.00	\$14.00	\$4,060.00
14	3211.04	Crushed aggregate base course, Gradation No. 3, variable thickness, to restore areas within bridge project limits, Complete	TON	250	\$15.00	\$3,750.00	\$20.00	\$5,000.00	\$17.50	\$4,375.00
15	3211.05	Breaker run base course, light, 3-inch thick, Complete	SY	290	\$5.00	\$1,450.00	\$20.00	\$5,800.00	\$5.70	\$1,653.00
16	3311.01	Water main pipe, PVC C-900, 8-inch, Complete	LF	310	\$160.00	\$49,600.00	\$161.00	\$49,910.00	\$180.62	\$55,992.20
17	3311.03	Water hydrant lead, PVC C-900, 6-inch, Complete	LF	27	\$150.00	\$4,050.00	\$190.00	\$5,130.00	\$205.00	\$5,535.00
18	3311.20	Water main fire hydrants, Complete	EACH	2	\$10,000.00	\$20,000.00	\$7,200.00	\$14,400.00	\$8,930.00	\$17,860.00
19	3311.21	Water main resilient wedge gate valve, 6-inch, Complete	EACH	2	\$4,600.00	\$9,200.00	\$2,450.00	\$4,900.00	\$2,600.00	\$5,200.00
20	3311.21.1	Water main resilient wedge gate valve, 8-inch, Complete	EACH	2	\$4,990.00	\$9,980.00	\$3,150.00	\$6,300.00	\$3,410.00	\$6,820.00
21	3311.22	Water main, tapping sleeve and valve, 8-inch, Complete	EACH	1	\$5,500.00	\$5,500.00	\$5,600.00	\$5,600.00	\$5,910.00	\$5,910.00
22	3311.23	Water service corporation, curb stop and box, 1-inch, Complete	EACH	1	\$850.00	\$850.00	\$1,600.00	\$1,600.00	\$933.00	\$933.00
23	3311.23.2	Water service corporation and connect to existing service, 1-inch, Complete	EACH	8	\$1,100.00	\$8,800.00	\$1,500.00	\$12,000.00	\$1,380.00	\$11,040.00
24	3311.23.3	Water service corporation and connect to existing service, 2-inch, Complete	EACH	1	\$1,700.00	\$1,700.00	\$1,875.00	\$1,875.00	\$2,000.00	\$2,000.00
25	3311.24	Water service, copper, 1-inch, Complete	LF	100	\$100.00	\$10,000.00	\$102.00	\$10,200.00	\$106.00	\$10,600.00
26	3311.24.1	Water service, copper, 2-inch, Complete	LF	15	\$120.00	\$1,800.00	\$114.00	\$1,710.00	\$325.00	\$4,875.00
27	3333.01	Sanitary sewer pipe SDR 35 PVC, 8-inch, Complete.	LF	5	\$200.00	\$1,000.00	\$305.00	\$1,525.00	\$439.00	\$2,195.00
28	3333.20	Sanitary sewer manholes, 48-inch, Complete	VF	6	\$550.00	\$3,300.00	\$1,500.00	\$9,000.00	\$1,230.00	\$7,380.00
		Total - Base Bid - Bid Items 1 - 29				\$195,870.00		\$231,515.00		\$241,516.20
Alternate 1										
29	0000.02	Water main, 8-inch offset, including all bends, piping, and appurtenances, undistributed, Complete	EACH	1	\$8,500.00	\$8,500.00	\$3,900.00	\$3,900.00	\$10,900.00	\$10,900.00
Total Contract 5364-24-01, Bid Items 1-29						\$204,370.00		\$235,415.00		\$252,416.20

January 11, 2024

Mr. Pete Hartz
Water Systems Manager
City of Watertown
800 Hoffmann Drive
Watertown, WI 53094

**RE: Proposal for 2024 GIS Support & Technical Services
City of Watertown Sewer & Water Systems
Mead & Hunt Proposal M4666751-232328.01**

Dear Mr. Hartz,

Mead & Hunt, Inc. (Mead & Hunt) appreciates the opportunity to provide continuing GIS support and technical services to the City of Watertown, Wisconsin, (Watertown) for its sewer and water systems geographic information systems (GIS) beginning January 1, 2024 through December 31, 2024.

| PROJECT UNDERSTANDING/BACKGROUND

This proposal offers a continuation of GIS support and technical services to Watertown. We look forward to assisting Watertown in achieving their GIS system goals.

| SCOPE OF WORK FOR GIS SERVICES

Mead & Hunt's GIS services may include:

- GIS server administration and upgrades
- GIS system application updates (e.g., HUB, ArcGIS Online, Portal)
- Geodatabase enhancements and layer development
- Utility system data management and enhancements
- Mobile GIS application implementation and configuration
- Dashboard development
- As-built conversion
- Rest services configuration
- Script updates/model development
- Staff training
- Technical support and troubleshooting
- GPS surveying

Mead & Hunt will work collaboratively with Watertown to establish future GIS priorities and define task-specific levels of effort as GIS support services are identified and executed.

| COMPENSATION

Mead & Hunt will complete the above-described Scope of Work on a time and materials basis. We will keep Watertown apprised of the project status and budget on a monthly basis. We will not exceed the proposed project fee nor initiate any out-of-scope services without prior authorization from Watertown.

Services Mead & Hunt conducts in 2024 will be provided on a time and materials basis not to exceed \$5,000 per month for water system needs and \$5,000 per month for wastewater treatment plant sewer system needs.

The costs in this proposal exclude any sales and use tax, goods and services tax, gross receipts tax, value-added tax, or similar taxes. Upon award of the contract, and prior to work starting, Mead & Hunt requires that Watertown provide either a signed tax exemption certificate, or the applicable sales tax rate, for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply.

TERMS AND CONDITIONS

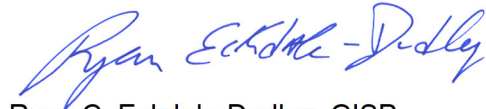
The Scope of Work and Compensation stated in this proposal are valid for a period of 30 days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Fredonia and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the agreement attached as Attachment A, hereto.

We appreciate the opportunity to offer our continued GIS services. We welcome any questions regarding this proposal and look forward to our continued collaboration with you.

Sincerely,

MEAD & HUNT, INC.



Ryan C. Eckdale-Dudley, GISP
GIS Market Lead



Kyle Engelking
GIS Supervisor

MEAD & HUNT PROPOSAL NO. M4666751-232328.01

2024 GIS SUPPORT & TECHNICAL SERVICES ACCEPTED BY:


CLIENT: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Mead & Hunt. considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Mead & Hunt's prior written consent



Attachment Terms and Conditions

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay 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 Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction cost costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Kyle Engelking

6737 W Washington Street, Suite 3500

West Allis, WI 53214

Kyle.Engelking@meadhunt.com

Client Project Manager:

Pete Hartz

800 Hoffmann Drive

Watertown, WI 53094

phartz@watertownwi.gov

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Address

Address

Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND

SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
of a form and in an amount as required by state law
- B. Employer's Liability:
\$1,000,000 each accident
\$1,000,000 disease, each employee
\$1,000,000 disease, policy limit
- C. Automobile Liability (including all owned, hired and non-owned vehicles):
\$1,000,000 each accident
- D. Commercial General Liability (bodily injury and property damage — combined single limit):
\$1,000,000 each incident
\$2,000,000 annual aggregate
- E. Errors and Omissions:
\$5,000,000 each incident
\$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as

imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport

and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.

MEMO

TO: Chairperson Wetzel and Commissioners
FROM: Andrew Beyer, P.E.
DATE: February 7, 2024
RE: February 13, 2024 Public Works Commission Meeting

- Review and take possible action: City of Watertown Flood Control Master Plan adoption

BACKGROUND

Review and take possible action: City of Watertown Flood Control Master Plan adoption

The City of Watertown with its stormwater consultant Ruekert & Mielke has completed a Flood Control Master Plan in an effort to minimize the impacts of future potential flooding to public infrastructure and private property. The Flood Control Master Plan resulted in conceptual recommendations for 15 priority drainage areas in the City with an overall estimated construction cost between \$26,000,000 - \$31,000,000 (in 2023 dollars). Engineering Division staff presented and discussed the Flood Control Master Plan recommendations with the Public Works Commission members at the January 23, 2024 meeting.

The Engineering Division seeks adoption of the Flood Control Master Plan via a resolution and approval to move into implementation of the plan.

The Flood Control Master Plan can be found here: [Watertown Flood Control Master Plan - OneDrive \(sharepoint.com\)](#)

Enclosed:

1. Draft Resolution

**DRAFT RESOLUTION TO
ADOPT CITY OF WATERTOWN FLOOD CONTROL MASTER PLAN**

**SPONSOR: ALD. WETZEL
FROM: PUBLIC WORKS COMMISSION**

WHEREAS, The City of Watertown has suffered multiple large flooding events in recent decades, including in years 1996, 2008 and 2018; and,

WHEREAS, Following the historic 1000-year rain event which occurred on August 17, 2018, the Public Works Commission tasked the City Engineering Division with minimizing potential future flooding impacts to public infrastructure and private property; and,

WHEREAS, The City of Watertown commissioned the completion of a flood control master plan with Ruekert & Mielke; and,

WHEREAS, The Flood Control Master Plan has been completed and findings have been reviewed by the Public Works Commission and the Committee of the Whole; and,

WHEREAS, The plan will serve as a guide for making future decisions related to the improvement of the stormwater management system to minimize potential future flooding impacts to public infrastructure and private property.

WHEREAS, individual project approval and associated expenditures will be reviewed in detail by the appropriate City committee.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the City of Watertown Common Council hereby adopts the Flood Control Master Plan and the proper City Officials be and are hereby authorized to implement the Flood Control Master Plan.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED February 20, 2024

CITY CLERK

APPROVED February 20, 2024

MAYOR

