



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.



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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.