

February 23, 2023

Mr. Andrew Beyer, P.E.
Assistant City Engineer
City of Watertown
800 Hoffman Drive
P.O. Box 477
Watertown, Wisconsin 53094

Re: West Side Industrial Park Pond Retrofit (BMP #18) Proposal

Dear Mr. Beyer:

Ruekert & Mielke, Inc. (R/M) is pleased to submit a proposal for the analysis and design of retrofits to the West Side Industrial Park BMP #18. CQC, a large business in the industrial park, has a continuous flow of non-contact cooling water into the pond that affects the functioning of the current wet pond and “dry” infiltration areas of the BMP. We understand R/M’s anticipated scope of services to include:

Task A – Modeling, approvals, and design services:

- Update the modeling from the original design and updated in 2022 to reflect conversion to a full wet pond while improving access for maintenance, reducing future maintenance activities, and meeting water quality and quantity requirements. Review the original modeling, design and geotechnical data to investigate whether the conversion can be accomplished with adjustments to the outfall structure or if the dry area must be excavated. Prepare a conceptual design and exhibit of the recommended layout for review and discussion with City staff.
- We anticipate utilizing existing survey data collected from the previous storm water mapping project for pond topo and outfall structures. One additional day of 1-person survey crew is anticipated to collect property pins, ground shots around the pond for potential expansion or storage of excavated materials and diggers hotline markings.
- Prepare detailed design drawings including repairs to bank/channel erosion, maintenance dredging and conversion to a wet pond. Final plans will include a P.E. stamped cover sheet, grading plan with typical cross sections, erosion control plan, and typical design details. Final plans will be submitted as full size (22"x34") PDFs and 3 sets of ½ size paper drawings.
- Prepare technical specifications for construction.
- Prepare a construction cost estimate.
- Conduct two virtual or in-person meetings with City Staff at project kickoff and at 60% plan status.

Task B – Approvals (if required):

- Prepare a DNR Notice of Intent (NOI) permit application for the project if the disturbed area exceeds 1 acre (potentially including disturbance related to disposal of the dredged material).
 - Depending on the City’s proposed dredged material management plan, sediment testing may be required on the dredged material since the drainage area includes industrial land uses.
 - Any other required permits will be obtained by the City or added to this scope of work via amendment.

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Task C – Project manual and bidding (optional):

- Prepare project manual and bidding documents. Bid the project through QuestCDN online bid management system. Answer contractor questions, attend the bid opening and prepare a recommendation of award.
- Prepare contracts and a notice to proceed.
- Prepare a preconstruction conference agenda, attend meeting, and prepare meeting minutes.

Task D – Construction staking and inspection allowance (optional):

- Create stakeout data and install benchmarks in the field for Contractor use.
- Prepare a digital terrain model of the grading plan in CAD format and distribute to Contractor.
- Provide up to 80 hours of onsite construction review services.

Items excluded from this scope include construction administrative services, sediment samples or soil testing, dredged material management design/planning, or additional modeling alternatives, permits or field work not including above.

We propose to perform the above scope of services for a lump sum fee of:

- Task A = \$16,400
- Task B = \$2,400 (allowance if required)
- Task C = \$9,000 (optional)
- Task D = \$12,000 (allowance)

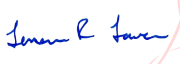
We anticipate completion of Task A within 90 calendar days after authorization.

The above-described professional services will be provided to you in accordance with the attached two-page **RM Terms & Conditions (Engineering)** dated March 6, 2022, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

We appreciate this opportunity and are looking forward to working with the City on this project. Please contact our office if you have any questions or if you would like to discuss this further.

Respectfully,

RUEKERT & MIELKE, INC.

 Digitally signed by
Terrence Tavera
Date: 2023.02.24
14:14:20 -06'00'

Terrence R. Tavera, P.E. (WI, IL)
CPESC, CFM
Senior Project Manager
ttavera@ruekert-mielke.com
TRT:cal
Enclosure

cc: Jaynellen J. Holloway, P.E., City of Watertown
Maureen McBroom, ENV SP, City of Watertown
Steven C. Wurster, P.E., Ruekert & Mielke, Inc.

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CLIENT NAME:

City of Watertown

Signature: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Title: _____

Date: _____

Designated Representative:


Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature:  Digitally signed by Steven C. Wurster
Date: 2023.02.24 15:29:54 -06'00'
Steven C. Wurster, P.E.Title: Senior Vice President/COODate: February 23, 2023**Designated Representative:**Name: Terrence R. Tavera, P.E.Title: Senior Project ManagerPhone Number: (262) 542-5733

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license may be shared with the Wisconsin Department of Natural Resources or for use by third parties for projects within the boundaries of the City of Watertown. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement caused by the negligence, professional errors or omissions, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT