

Strand Associates, Inc.®

910 West Wingra Drive Madison, WI 53715 (P) 608.251.4843 www.strand.com

Task Order No. 24-02 City of Watertown, Wisconsin (OWNER) and Strand Associates, Inc.® (ENGINEER) Pursuant to Agreement for Technical Services dated July 2, 2020

Project Information

Project Name: Watertown Elevated Tank Rehabilitation

Services Description: Provide engineering design, bidding-, and construction-related services for the repaint of the 500,00 gallon elevated tank. Design services are anticipated to include design of the following:

- 1. Coatings replacement: Full replacement of exterior and interior wet coating including construction containment, interior dry coatings spot preparation and recoating, and valve room piping coating replacement.
- 2. Miscellaneous tank repairs: Tank steel spot repairs, tank base plate regrouting, tank vent replacement, replacement of expansion joints, and replacement of portions of the tank ladder.
- 3. Furnish and install the following tank modifications: Aluminum cladding pipe insulation, cathodic protection device, mud valve, conduits to support electrical devices, and chlorine tap.

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

- 1. Participate in a kickoff meeting to review the 2023 Tank Observation Reports previously prepared by ENGINEER for the tank and review the anticipated scope of work for the construction contract.
- 2. Prepare 50 percent Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Contraction Contract, 2018 edition, technical specifications, and engineering drawings and provide to OWNER for review.
- 3. Prepare up to three tank renderings using an OWNER-provided logo.
- 4. Attend an in-person 50 percent design level meeting for OWNER's review of the draft Bidding Documents. Address OWNER comments and revise Bidding Documents, as appropriate.
- 5. Prepare a prebid opinion of probable construction cost for the project at 90 percent for OWNER's review.
- 6. Attend a virtual 90 percent design level meeting for OWNER's review of draft Bidding Documents.

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7. Finalize Bidding Documents and submit to the Wisconsin Department of Natural Resources (WDNR) for review.

Bidding-Related Services

- 1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com.
- 2. Prepare addenda and answer questions during bidding, if needed.
- 3. Attend virtual bid opening, tabulate and analyze bid results, and assist OWNER in the award of the construction contract including letter of award recommendation.
- 4. Prepare two sets of Contract Documents for signature.

Construction-Related Services

- 1. Conduct one combined preconstruction and prepainting meeting. Conduct one construction progress meeting anticipated to occur prior to substantial completion. Prepare and distribute meeting minutes to attendees.
- 2. Review up to three iterations of each shop drawing submittal.
- 3. Review and respond to requests for information from OWNER and contractor.
- 4. Review contractor's construction progress schedules.
- 5. Review and process payment requests.
- 6. Review contractor-provided record drawings.
- 7. Provide a resident project representative to conduct site visits (anticipated at five hours per visit) to observe the contractor's progress at the site. The following site visits (25 scheduled visits) are anticipated.
 - a. Fifteen visits are anticipated to observe the exterior surface preparation and coatings.
 - b. Six visits are anticipated to observe the interior wet surface preparation and coatings.
 - c. Two visits are anticipated to observe the interior dry surface preparation and coatings.
 - d. Two visits are anticipated to observe the miscellaneous welding and repairs.
- 8. Provide one site visit to prepare a list of items to be completed or corrected, preliminary certificate of substantial completion, and a certificate of substantial completion.
- 9. Assist in project closeout.

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WDNR Five-Year Reservoir Observation Services

Provide a letter to WDNR summarizing work completed along with a photolog and WDNR's Water Storage Facility Inspection Report Form 3300-248.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order an hourly rate basis plus expenses an estimated fee not to exceed \$63,800.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of August 26, 2024. Services are scheduled for completion on September 30, 2025.

OWNER's Responsibilities

In addition to those responsibilities provided in the Agreement for Technical Services, OWNER shall:

1. Drain the elevated tank to accommodate design and construction.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:			
ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		CITY OF WATERTOWN	
Joseph M. Bunker Corporate Secretary	Date	Emily McFarland Mayor	Date



Strand Associates, Inc.®

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AMENDMENT NO. 1 TO

AGREEMENT FOR TECHNICAL SERVICES

CITY OF WATERTOWN AND STRAND ASSOCIATES, INC.®

This is Amendment No. 1 to the July 2, 2020, Agreement between City of Watertown, Wisconsin (OWNER) and Strand Associates, Inc.® (ENGINEER) for Technical Services.

Under Schedule, CHANGE two years to "five years."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WATERTOWN

Joseph M. Bunker Corporate Secretary En il McFarlan

Date



Strand Associates, Inc.
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Madison, WI 53715
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Task Order No. 24-01
City of Watertown, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated July 2, 2020

Project Information

Services Name: Allerman and Concord Sanitary Sewer 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 construction costs (OPCC) for each alternative.

Scope of Services

ENGINEER will provide the following services to OWNER:

- 1. Review existing drawings and reports provided 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 lift station interior and exterior conditions.
- 3. Review the potential future sewer services area and anticipated land use for the Allerman and Concord lift stations with OWNER. Calculate the anticipated 20-year lift station and force main capacities and sizes based on the OWNER-provided service area and land uses.
- 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 data provided by OWNER.
- 7. Prepare an OPCC for the Allerman lift station and force main alternatives.
- 8. Meet with OWNER to discuss estimated flows, conceptual lift station and force main alternatives, and OPCC.

City of Watertown Task Order No. 24-01 Page 2 January 10, 2024

- 9. Prepare an Engineering Report for the Allerman lift station to summarize the results of the study. The Engineering Report will be formatted in accordance with the Wisconsin Department of Natural Resources (WDNR) Clean Water Fund program standards and 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, and 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.
 - 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 considerations 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 the draft Engineering Report. Incorporate OWNER's comments, as appropriate, into the final report.
- 11. Submit the final Engineering Report to WDNR for approval.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate 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 January 8, 2024. Services are scheduled for completion on May 1, 2024.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.

CITY OF WATERTOWN

Joseph M. Bunker

Corporate Secretary

Date

Peter Hartz, Manager

Water and Wastewater Utilities



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AGREEMENT FOR TECHNICAL SERVICES

CITY OF WATERTOWN AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into this 120 day of City of Watertown, Wisconsin, hereinafter referred to as OWNER, located at 106 Jones Street (P.O. Box 477), Watertown, Wisconsin 53094, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include Project Information, a detailed Scope of Services, Compensation, and Schedule. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 20-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

- 1. Additional and Extended Services: Any services during construction made necessary by:
 - Work damaged by fire or other cause during construction.
 - A significant amount of defective or neglected work of any contractor. b.
 - Prolongation of the time of the construction contract. c.
 - Default by contractor under the construction contract. d.
- Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site 2. visits or meetings.
- Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the 3. services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
- Bidding- and Construction-Related Services: Any services involved in performing bidding- and 4. construction-related services.
- <u>Drawings and Specifications</u>: Final design services including drawings and specifications. 5.
- Flood Studies: Any services involved in performing flood and floodway studies. 6.
- Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided 7. through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.

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Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

- 1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
- 2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
- Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
- 5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
- 6. Provide all legal services as may be required for the development of the Task Order-specified project.
- 7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
- 8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
- 9. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

City of Watertown Page 5 June 22, 2020

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subconstructors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER: OWNER:

STRAND ASSOCIATES, INC.® CITY OF WATERTOWN

Joseph M. Bunker Date Peter Hartz, Manager

Corporate Secretary Water and Wastewater Utilities