

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) effective this \_\_\_\_\_, 2023, is by and between the City of Racine, (“Racine”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products (“Deliverables”) in accordance with the schedule (“Project Schedule”), if applicable, as set forth in **EXHIBIT A**.

**2. TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

**3. COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

**4. NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

**TO CITY OF RACINE:**

City Hall  
730 Washington Avenue, Room 304  
Racine, WI 53403  
Attn: Ara Molitor

**TO AECOM:**

1555 N RiverCenter Drive, Suite 214  
Milwaukee, WI 53212  
Attn: Eric Bartlein

Claims-related notices shall be copied to:  
Chief Counsel, Americas Design and Consulting Services  
515 South Flower Street, Suite 1050  
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

## **5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Racine, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than two years after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule. AECOM shall not be entitled to such additional costs unless AECOM provides reasonable notice to Racine prior to the execution of services deemed by AECOM to be subject to such equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of all AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Racine's activities or operations or those of Racine's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Racine's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Racine, Contractors or others at the project site ("Project Site") other than AECOM's employees, subcontractors, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

## **6. RACINE'S RESPONSIBILITIES**

6.1 Racine shall provide in writing any specific Racine requirements or criteria for the Project.

6.2 Racine shall furnish to AECOM all information and technical data in Racine's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Racine or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Racine shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Racine shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Racine to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Racine or Racine's Contractors and AECOM or any of AECOM's employees, subcontractors, subconsultants and vendors.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Racine or developed in the performance of the Services that are specified in writing by Racine to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Racine, except in the proper performance of the Services.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Racine and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Racine with written notice of such requirement and a reasonable opportunity for Racine to object to the disclosure or to take action that Racine deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Racine's written request, AECOM shall return the Confidential Information to Racine or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

8.4. Notwithstanding anything else contained herein, the Parties acknowledge the applicability of the Wisconsin Public Records Law to all records, as defined by that law, held or maintained in AECOM's possession and control on behalf of Racine.

## **9. DATA RIGHTS**

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Racine upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Racine, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Racine's Confidential Information.

**10. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances. Racine shall be entitled to an equitable adjustment to the Compensation Schedule in the foregoing circumstances.

## **12. INSURANCE**

12.1 AECOM shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Racine.

12.2 It is hereby agreed and understood that the insurance required hereunder by Racine is primary coverage and that any insurance or self-insurance maintained by the City of Racine, their elected and appointed officials, officers, employees, or authorized representatives or volunteers, and each of them, will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, as listed below, whichever is longer.

12.3 AECOM will maintain the following insurance coverages and amounts:

### 12.3.1 PROFESSIONAL LIABILITY

#### A. Limits

- (1) \$1,000,000 each claim
- (2) \$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final acceptance for service/job.

### 12.3.2 GENERAL LIABILITY COVERAGE

#### A. Commercial General Liability

- (1) \$1,000,000 each occurrence limit
- (2) \$1,000,000 personal liability and advertising injury
- (3) \$2,000,000 general aggregate
- (4) \$2,000,000 products - completed operations aggregate

B. Claims made form of coverage is not acceptable.

## C. Insurance must include:

- (1) Premises and Operations Liability
- (2) Contractual Liability
- (3) Personal Injury
- (4) Explosion, collapse and underground coverage
- (5) Products/Completed Operations must be carried for two years after acceptance of completed work
- (6) The general aggregate must apply separately to this project/location

## 12.3.3 BUSINESS AUTOMOBILE COVERAGE

A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident

B. Must cover liability for Symbol #1 - "Any Auto" - including Owned, Non-Owned, and Hired Automobile Liability.

## 12.3.4 WORKERS COMPENSATION AND EMPLOYERS LIABILITY – As required by Wisconsin State Statute or any Workers Compensation Statutes of a different state for work performed in such state.

A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease - Each Employee

## 12.3.5 UMBRELLA LIABILITY – If exposure exists, provide coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

## 12.3.6 ADDITIONAL PROVISIONS

A. Primary and Non-contributory requirement - all insurance must be primary and noncontributory to any insurance or self-insurance carried by the City of Racine.

B. Acceptability of Insurers - Insurance is to be placed with insurers that have an A. M. *Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.

C. Additional Insured Requirements - The following must be named as additional insureds on the General Liability and Business Automobile liability coverage arising out of project work:

The City of Racine, their elected and appointed officials, officers, employees, authorized representatives, and volunteers.

On the Commercial General liability Policy, the additional insured coverage must be ISO form CG 20 10 0704 and also include Products - Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of two years after acceptance of work. This does not apply to Workers Compensation Policies.

D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to the City of Racine.

E. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Racine a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or their equivalent.

### 13. INDEMNITY

13.1 To the fullest extent allowable by law, AECOM hereby indemnifies and shall defend and hold harmless the City of Racine, their elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorneys' fees, costs, and expenses whether arising before, during, or after completion of the work hereunder and to the extent caused, occasioned, or contributed to or claimed to be caused, occasioned, or contributed to, by reason of any negligent act, error, or omission, whether active or passive, of AECOM or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. AECOM's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent caused by the negligence or willful misconduct of the City of Racine, or their elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, their elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of AECOM, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for AECOM or any of AECOM's employees, subcontractors, subconsultants and vendors under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, their elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Notwithstanding anything else contained in this agreement, AECOM shall reimburse the City of Racine, their elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. AECOM's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, their elected and appointed officials, officers, employees or authorized representatives or volunteers.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Racine shall require Racine's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that Racine requires such Contractors to provide to Racine.

**14. CONSEQUENTIAL DAMAGES WAIVER** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE

RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. RACINE AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN TWO CALENDAR YEARS FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

## 16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 30 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. The Parties acknowledge that any resolution hereunder shall require the ratification of Racine's Common Council. If the representatives are unable to resolve the dispute within 90 days, either Party may pursue its respective legal and equitable remedies.

17. **GOVERNING LAW** This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin, excluding the conflict of law provisions.

## 18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## 19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Racine; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

20. **PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**21. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**22. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) or 22 (Survival) shall survive termination of this Agreement.

**23. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**24. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Signatures sent by telefax or email shall be deemed to have the same effect as original signatures.

**25. ORDER OF PRECEDENCE**

<b>EXHIBIT C</b>	Change Orders
<b>Consulting Services Agreement</b>	Article 26
<b>Consulting Services Agreement</b>	Articles 1 through 25 and 27
<b>EXHIBIT B</b>	Compensation and Payment
<b>EXHIBIT A</b>	Services
<b>Other contract documents</b>	

**26. SPECIAL TERMS AND CONDITIONS.**

<i>None</i>
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**27. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Contract amendment"), incorporated herein by reference, is the preferred form for such use.



27. **ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM TECHNICAL SERVICES, INC.**

By: 

Printed Name: Ross A. Hillsman, P.E.

Title: AVP, Civil Manager

Date: 8/2/2023

**ATTEST:**

By: \_\_\_\_\_

Printed Name: Tara Coolidge

Title: City Clerk

Date: \_\_\_\_\_

**CITY OF RACINE**

By: \_\_\_\_\_

Printed Name: Cory Mason

Title: Mayor

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Printed Name: Scott R. Letteney

Title: City Attorney

Date: \_\_\_\_\_

**COUNTERSIGNED:**

Provision has been made to pay the liability that will accrue hereunder.

\_\_\_\_\_  
**Finance Director**

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## EXHIBIT A

### SERVICES

#### Services:

### Proposal for 2023 Sewer Management Services For the City of Racine, Wisconsin

August 2, 2023

#### Background

The City of Racine owns about one million feet of sanitary sewer, and a similar length of storm sewer and inlet leads. Thousands of sewer structures are also under City ownership. Racine is proactive in managing these important sewer assets. Capturing sewer system inventory and condition data, data analysis, planning and reporting are required to provide optimal results and functionality from the City's sewer assets.

AECOM Technical Services, Inc. (AECOM) has been assisting the City of Racine with its sewer evaluation and management needs for over 30 years. Formal management including City-initiated CCTV and manhole inspection contracts has occurred since 2004. Tasks under this agreement build on previous work and provide the basis for effective and comprehensive sewer planning, rehabilitation design, construction, maintenance, and overall asset management.

This year, 2023, is the continuation of a new cycle of CCTV Inspection work in the city. Initial televising of all city-owned sewers within the city limits was substantially completed in 2014. A priority scheme was created to focus future CCTV work on sewers meeting defined criteria that will result in developing effective future rehabilitation plans.

The 2023 CCTV and Manhole Inspection contract that is to be let out in the Fall 2023 is assumed to have a similar scope of work as the 2022 contract for City-owned gravity sewers comprised of an estimated:

- 60,499 LF of Storm Sewer Mains
- 10,464 LF of Storm Inlet Leads
- 89,432 LF of Sanitary Sewer Mains

No Racine Wastewater Utility (RWU) work is included in the 2023 CCTV and Manhole Inspection contract.

#### Scope of Services

##### Task 1 – CCTV Candidates and GIS Mapping

AECOM shall attend one preconstruction conference with representatives of the Contractor, City, and AECOM.

AECOM shall provide GIS mapping of the televising lists included in the Bidder's Documents Appendix for the 2023 Contract. This includes the revised overview map(s) and individual atlas sheets consistent with the previous 2022 contract for the selected contractor.

##### Task 2 – 2023 CCTV Contract Inspection Oversight

This task will be conducted primarily by City staff. AECOM proposes limited involvement including limited site visits during the field data collection phase as this involvement will assist in efficient work on later tasks by AECOM. Up to 40 hours of vendor oversight assistance will be provided under this task for the 2023 televising contract.

Edits to the GIS inventory/location data identified by CCTV vendor and City staff during this Task will be forwarded to AECOM for implementation in the GIS system under Task 5.

### **Task 3 – CCTV Video Inspection Data Review/Recommendations**

AECOM shall review CCTV video inspection data resulting in rehabilitation recommendations for City sewer infrastructure. Recommendations shall be based on observation coding by the contractor(s) and the matrix of rehabilitation alternatives developed under previous projects.

For City-owned sewers, consistent with previous projects, AECOM shall identify potential and critical observations on individual sewer segments and manholes. These segments and manholes will be reviewed in detail for rehabilitation analysis. Field comments by the vendor in the collected CCTV Inspection data shall also be reviewed as potential rehabilitation candidates. Other sewers that do not have potential/critical observations and that do not have field comments will receive a “no action” recommendation for capital improvements.

AECOM shall deliver a planning-level recommendations database for the 2023 CCTV as well as a combined recommendations database for 2004 – 2023 CCTV and MHI work.

The 2023 CCTV scope of work focuses on sewers in the mid-condition range. These sewers have a higher density of structural damage than the sewer population as a whole, requiring more video review time than experienced in the first 10 years of this program. Video review is now required on an estimated 60-70% of the televised lines rather than the 40% experienced in the initial CCTV projects which televised all lines in the city. In addition, the reviewer may now compare the previous (10-year-old) recommendation to that resulting from the 2023 CCTV video reviews.

### **Task 4 – Resolve Incomplete Inspections and CCTV Contractor Notes**

This Task will be conducted primarily by City staff and includes activities such as exposing buried manholes, locating missing structures, interfacing with utilities where other agencies' infrastructure intersects City-owned sewers and structures, etc. This task intends is to allow the contractor to complete the CCTV and MHI scope of work assigned. AECOM will provide up to 80 hours of as-needed services which may include field review, video review for a location, GIS, or other actions.

The City will provide AECOM with the resolution to these issues for incorporation into the GIS inventory under Task 5.

### **Task 5 – Update GIS Inventory for 2023 Records**

AECOM shall update the GIS sewer inventory for three types of system changes, namely:

- Construction changes from record drawings
- Locations noted by City staff that is different than the GIS representation
- Changes noted in the CCTV/MHI work by the vendor(s)

First, changes made during the 2022 construction seasons will be updated. The City will provide record drawings (digital files in Adobe pdf format) for all projects that included sewer construction. Any construction or demolition project that affected City-owned or Utility-owned sewer infrastructure will be compiled by the City and transmitted to AECOM. The 2016 and 2017 Sewer Lining projects were the first lining projects with specific lateral locations and actions presented in record drawings. AECOM shall update lateral data in the GIS inventory based on CIPP record drawings from 2022.

Second, other sewer atlas changes that have been noted by City and RWU staff as they conduct their daily work will be updated in GIS. These changes, known as “user knowledge”, will be compiled by the City or RWU and transmitted to AECOM as they are identified. AECOM shall incorporate these changes, as they arise, into the GIS sewer system.

Third, this task includes editing the City's GIS sewer inventory and attributes with changes identified by the CCTV contractor and provided to AECOM by the Contractor.

All three of the GIS edit types noted above shall be conducted by AECOM staff. A version of the Sanitary and Storm network will be checked out of ArcSDE through the City MIS Department. Edits, including updates, deletions, and additions to infrastructure spatial location and attribute information shall be completed in the checked-out geodatabase version. The edited version will then be delivered back to the city and checked in to ArcSDE by the MIS Department.

In addition to updating the GIS sewer inventory, AECOM will update the GIS easement layer with maximum of 10 sewer easements under this contract. It is assumed each year the easements will be updated to bring the GIS easement layer up to date.

### **Task 6 – Digital Delivery, Preparation, and Load/Edit City Server**

Upon receipt of the deliverables from the 2023 CCTV contractor, AECOM shall identify sewer sections and structures that do not match the GIS inventory naming scheme (PipeID, UpstreamMH, DownstreamMH). AECOM shall provide the vendor with required changes to be incorporated by the vendor in the vendor's final PACP file delivery in a format consistent with the import requirements of Cityworks.

Changes to the sewer inventory from Task 5 may affect Cityworks linkages to the current year or past year's video/data. For instance, an unknown (e.g. buried) manhole may divide one sewer section into two new sections. Assigning a new manhole number will alter the previous sewer inventory. AECOM shall assign new numbers, split or merge sections, and will provide directory and file name updates for the City to incorporate into Cityworks, linking GIS to current video files and sewer conditions while retaining linkage to past data.

### **Task 7 – Utility Cleaning Work Monitoring**

AECOM shall continue monitoring the RWU sewer cleaning tracking application. AECOM provided the Utility with a current sewer dataset and a database application in Microsoft Access format to track the Utility's sewer cleaning work on a daily or weekly basis. Periodically (normally quarterly), AECOM will receive a copy of the Utility file to upload into the City's server. AECOM shall help conduct QC activity on the Utility data entry. AECOM shall provide maps for tracking work accomplished and scheduling future cleaning work. For example, root-cutting requirements identified by CCTV contracts will be transmitted to the Utility for action. Additionally, AECOM shall create hazard maps for known obstructions in sewers to control the use of cutting equipment in obstructed sewers.

AECOM understands that the Utility is planning on upgrading the cleaning crew's laptop and AECOM will set up the new laptop with the cleaning tracking database.

### **Task 8 – 2023 Project Report**

AECOM shall prepare a report summarizing the sewer and structure findings and recommendations compiled from 2004 through 2023 CCTV and Manhole Inspection Projects for the City-owned assets. This report will cover 2023. The report will include the number of pipe segments and manholes that have been inspected, analyzed, and recommended for rehabilitation. AECOM shall prepare cost estimates for the recommended rehabilitation for each pipe type by size and each manhole assigned a rehabilitation action. Three (3) bond copies and a pdf will be provided.

AECOM shall assist City staff with sewer recommendations for 2023 road improvement projects. Up to 60 hours is included in this task.

**Task 9 – Miscellaneous On-Call Sewer-Related Work**

This task includes additional, un-scoped activity for sewer-related work. Examples of this work may be special request mapping for public meetings or additional field investigation of sewer issues. Up to 60 hours of assistance is included.

**Task 10 – Project Management/Meetings/QC**

AECOM shall provide project administration, quality control, billing, and periodic status meetings with City Staff consistent with AECOM standards and previous similar projects for the City of Racine.

**Task 11 – Sanitary Sewer Maintenance Fund Calculation**

AECOM shall calculate the Sanitary Sewer Maintenance (SSM) fund billing for each parcel based on the sanitary lateral count associated with each parcel consistent with policy and procedures used in previous years.

The City will compile data from various sources and deliver it to AECOM as soon as data comes available but no later than the end of October 2023. Data to be compiled includes the Assessor's database for properties that will receive a property tax bill at the end of September 2023. The Assessor's database, in Microsoft Access format, will include Parcel ID, land use codes, addresses, etc. consistent with previous years' compilations. The City will also provide the following data for changes since the last SSM fund calculation:

- Parcel changes (splits, joins, new parcels, deleted parcels, etc.)
- Land-use changes per parcel
- Lateral changes (removals, new laterals, non-reinstated laterals from sewer lining, etc.)

The City will provide AECOM with the rate (dollars per lateral) as soon as it is approved by City Council. AECOM shall compare the delivered Assessor's parcel database to the previous year's delivery of same. AECOM shall copy the new Assessor's parcel database table into a working table. AECOM shall update the working table with the changes compiled by the City, entering those changes labeled as current year information. For all parcels where no changes were reported, AECOM shall populate the working table with the previous year's SSM fund data as the current year's data. AECOM shall deliver a digital file to the City designated contact for review before providing the file to the Finance Department for inclusion in the property bill mailing scheduled for the end of 2023.

**Task 12 – Stormwater Utility Fee Calculation and Allocation**

Under this task, AECOM shall calculate the Stormwater Utility (SWU) fee for each parcel in the city and then allocate the SWU fee to water utility accounts consistent with the policy and procedure established in the 2019 SWU Billing Migration project.

The City will compile data from various sources and deliver it to AECOM as soon as data comes available but no later than mid-October 2023. Data to be compiled includes the Assessor's database for properties that will receive a property tax bill at the end of 2023. The Assessor's database, in Microsoft Access format, will include Parcel ID, land use codes, addresses, etc. consistent with previous year's compilations. The City will also provide the following data for changes since the last SWU fee calculation:

- Parcel changes (splits, joins, new parcels, deleted parcels, etc.)
- Land-use changes per parcel
- Impervious area/ERU changes on parcels

The City will instruct the Racine Water Utility (RWU) to provide an Excel file download from their billing software that is consistent with the date of the Assessor's database file to be used for property tax billing.

The City will provide AECOM with the base charge rate (\$ per parcel) and the ERU rate (dollars per ERU) as soon as they are approved by City Council.

AECOM shall calculate the SWU fee including base charge and impervious area charge for each parcel that will receive a property tax bill at the end of 2023. AECOM shall then compare the assessor's parcels to:

- Parcels assigned by the utility to then-current water accounts
- Parcels allocated to water accounts as multiple parcels per account in the 2018 calculations

AECOM shall provide a file to the RWU of parcels that have not been assigned to current water accounts. RWU will return to AECOM a list assigning those parcels to existing accounts or newly created accounts.

AECOM shall provide to the RWU a list of parcels assigned to existing water accounts where the parcel is no longer valid. RWU will resolve the list by assigning then-current parcels to those water accounts.

AECOM shall provide RWU with a list of parcel-account combinations where all of the water accounts on a parcel are inactive for water bills. RWU will resolve those parcels by indicating which water account on those parcels will be designated as active for the SWU fee.

AECOM shall then create a working table showing the relationship between parcels and water accounts that will be used to assign each water account to a SWU account type consistent with the 2019 project. AECOM shall then determine for each water account the associated parcel count, location count (number of associated accounts), allocation factor, and total ERUs per account-parcel combination. This data will be delivered to the water utility to load into their billing software for it to calculate, within the software, the SWU charges per water account.

Under this task, all parcel base charges, and all parcel ERU charges will be allocated to water accounts for billing by the water utility.

This task includes up to three meetings with City Engineering staff and RWU staff to resolve issues.

### **Task 13 – Integrated Sewer-Pavement Planning**

AECOM shall continue the integrated Sewer-Pavement planning priority scheme to guide future sewer and pavement CIP project selections. AECOM shall use GIS to integrate sewer rehabilitation recommendations with pavement project condition range in a map presentation with associated lists of assets, recommendations, and associated rehabilitation costs. AECOM shall assist city staff to identify appropriate streets for the CIP planning period.

## Schedule

The Proposed Project Schedule is presented below and assumes a notice to proceed by September 5, 2023. In addition to the schedule being reliant on the notice to proceed, the schedule is also reliant on information from the City to complete the task. If the information is not received in time to complete the task, the completion date will need to be extended.

The following schedule should be considered a preferred schedule. AECOM and CLIENT both acknowledge this schedule may be impacted and delayed by travel restrictions and/or other attempts to protect workers and limit the transmission of the COVID-19 virus. For the avoidance of doubt, a COVID-19 outbreak shall be considered a force majeure event under Article 11 of the General Conditions.

<u>Task</u>	<u>Completion Date</u>
Task 1 – 2023 CCTV Pre-Con & GIS Mapping	9/15/2023
Task 2 – 2023 CCTV Inspection Oversight	12/29/2023
Task 3 – 2023 CCTV Video Inspection Data Review/Recommendations	12/29/2023
Task 4 – 2023 Resolve Incomplete Inspections and CCTV Contractor Notes	12/29/2023
Task 5 – Update GIS Inventory for 2023	Contract Duration
Task 6 – Digital Delivery, Preparation and Load/Edit City Server	12/29/2023
Task 7 – Utility Cleaning Work Monitoring	12/29/2023
Task 8 – 2023 Project Report	1/5/2024
Task 9 – Miscellaneous On-Call Sewer-Related Work	Calendar 2023
Task 10 – Project Management/Meetings/QC	Contract Duration
Task 11 – Sanitary Sewer Maintenance Fund Calculation	11/18/2023
Task 12 – Stormwater Utility Fee Calculation and Allocation	11/18/2023
Task 13 – Integrated Sewer-Pavement Planning	11/18/2023

### AECOM Project Manager

Name	Eric Bartlein
Title	Project Manager
Address	1555 N RiverCenter Drive, Suite 214, Milwaukee, WI 53212
Phone Number	(414) 944-6114
Email Address	eric.bartlein@aecom.com

### Racine Project Manager

Name	Ara Molitor
Title	City Engineer
Address	730 Washington Avenue, Room 304, Racine, WI 53403
Phone Number	(262) 636-9487
Email Address	Ara.Molitor@cityofracine.org

**EXHIBIT B  
COMPENSATION AND PAYMENT**

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$ ] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Racine within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$166,095.00). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap. An estimated breakdown of fees by task is presented at the end of Exhibit B.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$ ]

Other:

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**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

**2.1 HOURLY LABOR RATE SCHEDULE**

<b>“INTENTIONALLY OMITTED”</b>	\$
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**2.2 OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.



**5. INVOICING** AECOM will invoice Racine on a monthly basis unless otherwise set forth herein. If Racine disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Racine's objection within 10 days of receipt of invoice. Racine shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

## **6 PAYMENT**

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Racine shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Racine for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Racine shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Racine shall make payments to AECOM using one of the following methods:

### 6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

### 6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

### 6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593

SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

The proposed fees are broken down by task as identified below:

<u>Task</u>	<u>Fee</u>
Task 1 – 2023 CCTV Pre-Con & GIS Mapping	\$ 9,755
Task 2 – 2023 CCTV Inspection Oversight	\$ 5,110
Task 3 – 2023 CCTV Video Inspection Data Review/Recommendations	\$ 22,320
Task 4 – 2023 Resolve Incomplete Inspections and CCTV Contractor Notes	\$ 5,050
Task 5 – Update GIS Inventory for 2023	\$ 24,590
Task 6 – Digital Delivery, Preparation and Load/Edit City Server	\$ 4,990
Task 7 – Utility Cleaning Work Monitoring	\$ 6,830
Task 8 – 2023 Project Report	\$ 24,550
Task 9 – Miscellaneous On-Call Sewer-Related Work	\$ 7,845
Task 10 – Project Management/Meetings/QC	\$ 16,985
Task 11 – Sanitary Sewer Maintenance Fund Calculation	\$ 6,105
Task 12 – Stormwater Utility Fee Calculation and Allocation	\$ 19,570
Task 13 – Integrated Sewer-Pavement Planning	\$ 12,395
<b>Total City Fee Not-To-Exceed</b>	<b>\$ 166,095</b>

(End of page)

AECOM Project Name: \_\_\_\_\_  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

**EXHIBIT C**  
**AMENDMENT FORM**

In accordance with the Consulting Services Agreement dated \_\_\_\_, 20\_\_ between the City of Racine, ("Racine"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Amendment Number \_\_, with an effective date of \_\_\_\_\_, 20\_\_\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**


**2. Change to Deliverables:**

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**3. Change in Project Schedule** (attach schedule if appropriate):

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**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Amendment will be compensated on the following basis:

No change to Compensation

Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

Time and Materials with a Not- to-Exceed amount of (\$ \_\_\_\_\_). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Lump Sum [\$ \_\_\_\_\_ ]

Milestone/Deliverable & Date	Payment Amount
	\$

**Cost Plus Fixed Fee:** [Cost \$ \_\_\_\_\_ and Fee \$ \_\_\_\_\_ ]

Therefore, the total authorized Compensation, inclusive of this Amendment is \$ \_\_\_\_\_.

**5. Project Impact:**

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6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CITY OF RACINE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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Printed Title

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[End of Agreement]