

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this _____, 20__, 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: John Rooney

TO AECOM:

1555 N RiverCenter Drive, Suite 214
Milwaukee, WI 53212
Attn: Michael Preboske

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

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

26. SPECIAL TERMS AND CONDITIONS

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.

CITY OF RACINE

By: _____

By: _____

Printed Name: Michael P. Preboske

Printed Name: Cory Mason

Title: Transportation Manager

Title: Mayor

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

Printed Name: Tara Coolidge

Printed Name: Scott R. Letteney

Title: City Clerk

Title: City Attorney

Date: _____

Date: _____

COUNTERSIGNED:

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

Finance Director

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EXHIBIT A

SERVICES

Services:

BACKGROUND

AECOM Technical Services Inc. (AECOM) has been assisting the City of Racine with its pavement asset management needs since 1990. The proposed project includes updating the pavement and associated infrastructure asset data in the City's INFRA/PAVE database. The project also includes tasks designed to continue to improve the integration of the City's pavement system with other mapping, asset management, and information management systems. In this way, City staff's use of these data and processes will result in improved service to their constituents.

Task 1 – INFRA/PAVE Database Edits

Prior to beginning field pavement inspections, AECOM shall coordinate with City staff on changes to the pavement network that occurred during 2021. Changes include annexation, vacated streets, construction projects, pavement maintenance activity, public hearing projects, etc. AECOM shall edit the INFRA/PAVE database to reflect these changes and deliver a new data set to the City server prior to field inspections.

Task 2 – Capital and Maintenance Improvement Plans

Based on the 2021 pavement inspections, in early 2022 a Capital Improvement Plan (CIP) for 2022-2026 shall be generated in consultation with City Engineering staff. Recognizing that factors that influence project selection may change (i.e. State funding or project sequencing, adjacent jurisdiction requests, etc.), we propose to do additional CIP iterations under this project that will address changing inputs and City planning schedules.

Following the spring 2022 pavement inspections (Task 3) and during the summer of 2022, a new INFRA/PAVE analysis will be done to result in a draft plan for years 2023-2027. A final INFRA/PAVE CIP shall be created in the fall of 2022 to finalize paving projects for planning years 2023-2027. This plan becomes the basis for 2023 CCTV scope and final 2023 pavement construction.

For the CIPs, AECOM shall consult with the City to review/edit analytical parameters such as inflation factors, "must-do" projects, "don't-do" projects, and strategy costs. AECOM shall run analysis programs on the City's database. Results of this analysis will be a draft 5-Year Plan for pavement improvements, using the methodology established previously (i.e. parking lot, assessable, pre-selected state, adjacent jurisdiction, non-assessable, etc.)

AECOM shall assist the City Sanitary Engineer with incorporating future sewer project considerations in the draft pavement CIPs.

AECOM shall create maps and lists of candidate projects for maintenance activities by the Department of Public Works.

For Maintenance planning, AECOM shall provide current lists and maps of candidate projects for the five maintenance activities currently used by the Street Department. The lists and maps will be organized by pavement surface type (asphalt vs. concrete) and pavement classification (local versus greater-than-local usage) as in past years.

Task 3 – Pavement and Other Infrastructure Asset Inspections

AECOM shall continue the geographic inspection schedule based on alderman districts. Inspections will maintain a philosophy of arterial/collector/highway street inspections on a 2-year cycle with a 4-year cycle for local streets and parking lots.

Inspections shall be conducted consistent with the Pavement Condition Index (PCI) method used on previous projects. Additional infrastructure assets (curb/gutter, sidewalk, ditch, shoulder, bridge, railroad, and culvert) will be inventoried and evaluated consistent with prior procedures.

Task 4 – Data Analysis, Project Presentation and Report

AECOM shall conduct quality control measures on the inspection data and load it into the City's INFRA/PAVE database. In addition, AECOM shall update the database for 2022 construction projects. These projects may not be inspected in 2022 but will receive a PCI rating of 100 with the date of final paving.

AECOM shall prepare a draft executive summary report. The report will be consistent with previous project's report format. City review comments will be incorporated into the final report that will be delivered in two copies. In addition, a Microsoft Powerpoint™ presentation will be prepared showing trends and performance measures over time. The presentation will be suitable for Public Works Committee/Council viewing as a summary of the costs and benefits derived from the City's pavement management program.

Task 5 – GIS and Electronic Deliverables

Based on database changes resulting from the field inspections, annexed areas, and vacated areas, AECOM shall edit/create/delete the City's GIS pavement management mapping data, centerline layer.

AECOM shall compare the street GIS centerline to current year Certified Mileage Report and resolve discrepancies in the GIS layer.

AECOM shall conduct the data and graphic tasks in AECOM offices. AECOM shall regularly update the City's INFRA/PAVE database with the current data including new analysis and plan data. AECOM shall also load an Arc-format file with updated INFRA/PAVE database links to the geodatabase street centerline layer.

Task 6 – On-Call Services

Under this agreement, AECOM shall provide on-call services for additional scope items not included in Tasks 1 through 5 above, as requested by the City that are within the not-to-exceed amount. Items such as refresher INFRA/PAVE training for staff and customized, Racine-specific reports can be included under this Task. Other items under this task can include on-going work integrating other information management systems like document management, project assessment, sidewalk notification and snow removal.

Schedule:

The Project Schedule is presented below under the assumption of a Notice-To-Proceed by February 1, 2022.

<u>Task</u>	<u>2022 Completion Date</u>
Task 1 – Database Edits	
- Compile and Input into INFRA/PAVE	April 15
- Select streets for inspection	April 15
Task 2 – CIP/MIP Planning	
<u>Deliverables:</u>	
- Provide maintenance candidates lists/maps	March 1
- Draft 2022-26 CIP based on 2021 Inspection	April 30
- Proposed 2023-27 CIP based on 2022 Inspection	July 31
- Final Draft 2023-27 CIP	November 30
Task 3 – Field Data Collection	
- Complete Street Inspection	June 30
Task 4 – Data QC/Analysis/Project Reports/Presentation	
- 2022 Inspection Data Entry and QC	July 15
<u>Deliverables:</u>	
- Summary Report	July 31
- Presentation	August 31
Task 5 – GIS and Electronic Deliverables	
- Update Arc Mapping Pavement Centerline file	July 15
<u>Deliverables:</u>	
- INFRA/PAVE and GIS upload	July 31, on-going
Task 6 – On-Call Services	As needed

AECOM Project Manager

Name	Brady Seston
Title	Project Manager
Address	1555 N RiverCenter Dr, Suite 214, Milwaukee, WI 53212
Phone Number	414-944-6098
Email Address	brady.seston@aecom.com

Racine Project Manager

Name	John C. Rooney, P.E.
Title	Commissioner of Public Works
Address	730 Washington Avenue, Racine, WI 53403
Phone Number	262-636-9460
Email Address	john.rooney@cityofracine.org

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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

For authorized services, Time and Materials with a Not-to-Exceed ("NTE") amount of \$91,750.00. The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

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

Other:

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

2.1 HOURLY LABOR RATE SCHEDULE

"INTENTIONALLY OMITTED"	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
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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

(End of page)

AECOM Project Name: _____
 AECOM Project No.: _____
 Change Order No.: _____

EXHIBIT C
CHANGE ORDER 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 Change Order, 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 Change Order 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 Change Order 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 Change Order 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

Printed Title

Address

Address

[End of Agreement]