

## Department of Public Works

City Hall  
730 Washington Avenue  
Racine, Wisconsin 53403  
262.636.9121 – Public Works  
262.636.9191 - Engineering



Mark Yehlen, P.E.  
Commissioner of Public Works

Thomas M. Eeg, P.E.  
Asst. Comm. of Public Works/Operations

John C. Rooney, P.E.  
Asst. Comm. of Public Works/City Engineer

February 8, 2013

Ald. Sandy Weidner  
Chairwoman, Public Works  
and Services Committee  
Racine, Wisconsin

Dear Ald. Weidner:

Submitted for your review and approval is a professional services proposal from AECOM Technical Services, Inc. for Contract 18-13 (K3-018), Professional Services - Recycling Billing Services. These services are for the not-to-exceed amount of \$5,000.00.

Funding to defray the cost of these professional services is available in Account 289.000.5610, Professional Services.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Eeg", is written over a light blue circular stamp.

Thomas M. Eeg  
Asst. Comm. of Public Works/Operations

TME:das

**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

This Agreement between AECOM Technical Services, Inc, a California corporation, ("ATS") with offices at 1555 N. RiverCenter Drive, Suite 214, Milwaukee, Wisconsin 53212, and the City of Racine, WI ("CLIENT"), with offices at City Hall, 730 Washington Avenue, Racine, WI 53403.

1. ATS agrees to perform the services described in its PROPOSAL dated: February 5, 2013, including attachments and amendments ("SERVICES").
2. CLIENT authorizes ATS to perform these SERVICES for the following project and location:  
  
Racine Recycling Program Support
3. ATS is willing to perform the SERVICES in exchange for the following fee (check and complete):

\_\_\_\_\_ CLIENT will pay on a **time and material** basis. ATS will invoice according to the Fee Schedule\* attached to the PROPOSAL.

\_\_\_\_\_ CLIENT will pay a **lump sum** of \$ \_\_\_\_\_ ATS will invoice monthly on a percentage completed basis.

X  CLIENT will pay on a **time and material basis not to exceed** the sum of \$ 5,000.00. ATS will invoice according to the per diem rates in effect at the time the services are executed. AECOM will not exceed this amount without approval of the City.

\_\_\_\_\_ CLIENT will pay a retainer in the amount of \$ \_\_\_\_\_, to be applied against the fee.

\* ATS reserves the right to adjust its Fee Schedule annually.

4. **Billing:** ATS will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1.5%) per month not to exceed the maximum rate allowed by law for any payment received by ATS more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, ATS may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

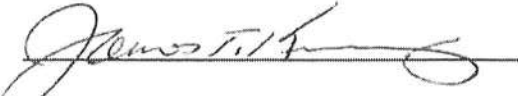
5. Special Provisions : \_\_\_\_\_ NONE \_\_\_\_\_ ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 18 below). This Agreement when executed by AECOM is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

**Consultant: ATS, Inc.**

**Client: City of Racine**

By: 

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

Printed Name: James T. Kunz, P.E.

Printed Name: John Dickert

Title: Senior Vice President

Title: Mayor

Date: 2/6/13

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Printed Name: Janice M. Johnson-Martin

Printed Name: Robert K. Weber

Title: City Clerk

Title: City Attorney

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

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

**COUNTERSIGNED:**

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

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

7. **Standard of Care:** ATS will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, ATS will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of ATS or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. ATS will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against ATS and not against its officers, employees, directors, or shareholders. *The CLIENT agrees to limit ATS's liability due to breach of contract, warranty or negligent acts, errors or omissions of ATS to \$50,000 or the fee paid to ATS under this Agreement, whichever is greater.*

9. **Insurance:** During the period that Services are performed under this Agreement, ATS will maintain the following insurance: (1) Workers' Compensation coverage in accordance with the laws of the states having jurisdiction over its employees engaged in the Services and Employer's Liability Insurance (limit of \$500,000 each occurrence.); (2) Commercial General Liability Policy with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate; (3) Commercial Automobile Liability with a limit of \$500,000 per occurrence and a \$1,000,000 aggregate; and (4) Professional Liability coverage with a \$500,000 limit on each claim and a \$1,000,000 aggregate. *Client agrees ATS will not be liable for any loss, damage, or liability arising out of this Agreement beyond the coverage and conditions of such insurance with limits as stated above.*

10. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed ATS. In the event ATS encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, ATS may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that ATS has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless ATS, from any claim or liability, arising out of ATS's performance of work under this Agreement and made or brought against ATS for any actual or threatened environmental pollution or contamination except to the extent that ATS has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by ATS in defense of such claim.
11. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, ATS may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.
12. **Buried Utilities:** In those situations where ATS performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to ATS information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. ATS will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, ATS will furnish CLIENT a plan indicating the locations intended for penetration. CLIENT will approve the location of these penetrations and authorize ATS to proceed.
13. **Documents and Records:** CLIENT acknowledges that ATS's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data ATS prepares for CLIENT under this Agreement will remain the property of ATS. CLIENT will not use any ATS data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. ATS will retain these Records for a period of three (3) years following completion of this project. During this time, ATS will reasonably make available the records to the CLIENT. ATS may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.
14. **Change Orders:** ATS will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. ATS will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.
15. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and ATS.
16. **Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of ATS. ATS is an independent consultant and not the agent or employee of CLIENT.
17. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay ATS costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.
18. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Wisconsin law governs this Agreement and any dispute involving the Agreement.

**APPENDIX A**  
**Special Conditions**

**Term 8:** Delete the last sentence of this article.

**Proposal for  
Recycling Program Support  
City of Racine, Wisconsin**

**Dated February 5, 2013**

**Project Description**

The City is transitioning from a "per cart" recycling fee to a fee based on land use of the parcel serviced. Previously, only residential parcels were to receive a recycling bill. However, some non-residential properties asked for and received recycling service from the City. This policy change requires some refinement to the billing file and procedure for determining parcel-specific fees.

**Scope of Services**

Based on the recycling fee policy established by the City, AECOM will assist in developing a new billing file for recycling fees. The approach proposed is summarized in the following task.

**Task 1 – Update Billing Procedure**

The first task is to merge the recycling address file with the assessor's tax roll to determine the land use types of the addresses/parcels receiving recycling service. AECOM will assist the City with assigning correct parcel numbers to the served addresses in the recycling file to facilitate the merge. AECOM will then provide a summary of the land use types, number of customers receiving service per land use, and average number of carts for each land use type. Then, in consultation with the City, a billing table will be developed showing the billing amount for each land use type. This table will be the basis for applying a recycling service fee to a property. Each parcel in the tax roll database will receive a "Recycle Service Yes/No" attribute. Finally, each address receiving service (Yes) will be assigned the billing amount per its land use.

**Task 2 – SOP for New Billing Procedure**

AECOM will prepare a brief document for the operating procedure to maintain the billing file. Changes to parcels (merge, split, land use) and changes to recycling service (added addresses, deleted addresses) are the elements that may change the billing file.

**Task 3 – Update Billing File for 2013**

AECOM will update the billing file for the December 2013 billing for delivery to the finance department.

**Task 4 – Unscoped Services**

Under this agreement, AECOM will provide additional on-call professional services for the annual Recycling Billing procedure as requested by the City.

**Schedule**

## Task 1 and 2

AECOM is in possession of the City's current Assessor's Tax Roll and Recycling address list. Working with City staff, the re-design of the billing database/procedure will be completed by June 1, 2013.

## Task 3

For maximum efficiency, AECOM will conduct services concurrently with other assistance on Stormwater Utility and Sanitary Maintenance billing services. It is expected that the Assessor's Tax Roll will be finalized and distributed by October 1, 2013. AECOM will receive the current recycling address file by October 15. AECOM will return the revised billing file to Public Works for review by November 1. Public Works will provide the new recycling rate to AECOM by November 7. Final delivery to the finance department will be on November 15.

**Cost Estimate**

This time and materials contract will be conducted in the manner identified in the Project Description and Scope of Services. The amount estimated for this item is \$5,000. AECOM will not exceed this budget amount without approval from the City.