

March 9th, 2021

Mr. Mike Gitter  
Interim General Manager  
Racine Water Utility  
800 Center Street, Room 227  
Racine, WI 53403  
Phone: 262.636.9430  
Email: [Mike.Gitter@cityofracine.org](mailto:Mike.Gitter@cityofracine.org)

**Subject: Proposal for 2021 Leak Detection Survey Services for the Racine Water Utility**

Dear Mr. Gitter,

AECOM is pleased to have this opportunity to submit proposal to conduct a leak detection survey for the Racine Water Utility in 2021. AECOM values the work afforded us by the Water Utility. Please find attached our proposal in the sum of \$63,730.00 for completion of leak detection survey on approximately one-half of the existing water system.

Should you have any additional questions concerning this proposal or contract agreement, please do not hesitate to contact me at (262) 389-2194 or (414) 944-6114.

Sincerely,

AECOM Technical Services, Inc.



Eric Bartlein, P.E.  
Project Manager

Enclosure

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) effective this \_\_\_\_\_, 2021, is by and between Racine Water Utility, a quasi-independent division of the City of Racine, and Wisconsin municipal corporation, (“Racine Water Utility”), 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 RACINE WATER UTILITY:**

City Hall Annex  
800 Center Street, Room 227  
Racine, WI 53403  
Attn: Mike Gitter

**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**

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 Water Utility, 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 Water Utility 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 Water Utility's activities or operations or those of Racine Water Utility'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 Water Utility'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 Water Utility, 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 WATER UTILITY'S RESPONSIBILITIES**

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

6.2 Racine Water Utility shall furnish to AECOM all information and technical data in Racine Water Utility'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 Water Utility 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 Water Utility 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 Water Utility 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 Water Utility 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 Water Utility or Racine Water Utility'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 Water Utility or developed in the performance of the Services that are specified in writing by Racine Water Utility to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Racine Water Utility, 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 Water Utility 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 Water Utility with written notice of such requirement and a reasonable opportunity for Racine Water Utility to object to the disclosure or to take action that Racine Water Utility deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Racine Water Utility's written request, AECOM shall return the Confidential Information to Racine Water Utility 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 Water Utility.

## **9. DATA RIGHTS**

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Racine Water Utility 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 Water Utility, 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 Water Utility'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 Water Utility 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 Racine Water Utility.

12.2 It is hereby agreed and understood that the insurance required hereunder by the Racine Water Utility is primary coverage and that any insurance or self-insurance maintained by the City of Racine, the Racine Water Utility, 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 City of Racine and/or the Racine Water Utility.
- 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, the Racine Water Utility, 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 Racine Water Utility.

E. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the Racine Water Utility 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 and the Racine Water Utility, 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, the Racine Water Utility, 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, the Racine Water Utility, 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, the Racine Water Utility, 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, the Racine Water Utility, 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 Water Utility shall require Racine Water Utility's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Racine Water Utility requires such Contractors to provide to the Racine Water Utility.

**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 WATER UTILITY

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 the Racine Water Commission. 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 Water Utility; 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. The Parties acknowledge that the City of Racine is a party by virtue of it being the Racine Water Utility's parent organization.

**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>	

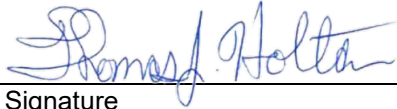
**26. SPECIAL TERMS AND CONDITIONS.**

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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** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.:**

**RACINE WATER UTILITY:**



Signature

Signature

Thomas Holtan, PE

Printed Name

Printed Name

Associate Vice President

Printed Title

Printed Title

Address  
1555 N. RiverCenter Drive, Suite 214  
Milwaukee, WI 53212

Address  
City Hall Annex  
800 Center Street, Room 227  
Racine, WI 53403

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## **EXHIBIT A**

### **SERVICES**

#### **BACKGROUND SUMMARY**

AECOM is pleased to submit this proposal to conduct a Leak Detection Survey on approximately 193 miles of water main on the Racine Water Utility distribution system in 2021. This work is a critical part of actively reducing the non-revenue water. This work is an important part of the water management best practice procedures as expected by the Public Service Commission. Our extensive experience and understanding of the importance of this work allows AECOM to provide the service in a cost effective and efficient manner.

The proposed services represent the second half of investigation of leak detection activities to be completed on the Racine Water Utility Water Supply system. The 2021 scope of work area is generally bounded by everything west of Hwy 31 and south of 21<sup>st</sup> Street (Caron Butler Drive). This survey will include the watermain on HWY 31 but not include the watermain on 21<sup>st</sup> Street. The purpose of the annual surveys is to identify specific points of leakage such that system rehabilitation can be undertaken, and lost water reduced.

#### **SCOPE OF SERVICES**

Services to be provided are as follows:

- Review existing water distribution systems maps (GIS mapping) and the schedule for conducting the leak detection field services.
- Conduct a leak detection and location survey with sonic detection and computer correlation equipment on approximately 193 miles (167 miles of metal water main and 13 of plastic watermain) of the water distribution system. Physical contact will be made with the system at exposed valves and fire hydrants on metal watermain. On plastic watermain, physical contact will also be made at exposed curb-stops. After the initial sonic leak survey of a portion of the system is completed, indications of leaks will be verified a second time, after which leaks will be located with a computer programmed leak correlator designed to identify leak locations without drill holes or excavations. All equipment used will be non-intrusive. Valves and hydrants will not normally require operation during the survey and locating operations. This survey will be conducted primarily during normal working hours, with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume areas.
- Prepare an inventory of defective system components such as valves, hydrants, meters and curb-stops, which are noted in the course of carrying out field activities.
- AECOM will furnish a fully equipped vehicle, including all sonic leak detection equipment, tools and safety equipment for the duration of the project. Our Fluid Conservation System computer leak correlators will be utilized to locate leaks.
- Prepare a final report and submit three (3) copies of the report showing the results of the investigations. The report shall include a summary of the project and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.

#### **ASSUMPTIONS**

1. Services will be provided at the direction of the Racine Water Utility.
2. Communication with other communities or other firms will be coordinated with the Racine Water Utility.

#### **SCHEDULE**

Services are anticipated to be started by late March/early April 2021. Actual completion time will be dependent on weather conditions encountered during operations.

Field Investigations	12 to 16 weeks
Final Report	3 to 4 weeks after field work

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.

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

Time & Material – Based on AECOM’s standard rates at the time the services are performed.

Time and Materials with a ceiling amount of (\$50,000.00). Should that amount be reached, AECOM will stop services and request additional funding.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
Completion of the field work and submittal of the project report.	\$ 63,730.00

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

Other:

**2. RATE SCHEDULE** Compensation shall be based on standard rates at the time services are performed.

**2.1 HOURLY LABOR RATE SCHEDULE**

<b><i>“INTENTIONALLY OMITTED”</i></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 Water Utility on a monthly basis unless otherwise set forth herein. If Racine Water Utility disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Racine Water Utility's objection within 10 days of receipt of invoice. Racine Water Utility 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 Water Utility 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 Water Utility 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 Water Utility 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 Water Utility 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)

(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 ("Racine Water Utility"), 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):

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- 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.:**

**RACINE WATER UTILITY:**

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Thomas Holtan

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Printed Title

Printed Title

Address

Address

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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[End of Agreement]