

---

**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 5 DATED \_\_\_\_\_**

**Project Name:** City of West Allis Stormwater Plan Reviews

**AECOM Project No.:** 60288373

This Amendment to the Professional Services Agreement dated December 26, 2012 is by and between:

Client:

City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

and,

AECOM Technical Services, Inc. (ATS)  
1555 North RiverCenter Drive, Suite 214  
Milwaukee, Wisconsin 53212

Who agree as follows:

Amending the original contract with the scope of services in Attachment A of this amendment. The total contract value will increase \$5,000, from \$45,000 to \$50,000. CLIENT will pay on a time and material basis not to exceed the sum of \$ 50,000. ATS will invoice according to the per diem rates in effect at the time the services are executed.

In all other respects, the Agreement remains the same.

**APPROVED FOR CLIENT**

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

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

Title: \_\_\_\_\_

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

**APPROVED FOR AECOM**

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

Printed Name: Thomas J. Holtan, P.E.

Title: Senior Project Manager

Date: March 14, 2017

**ATTACHMENT A**  
**AMENDED SCOPE OF SERVICES**  
**City of West Allis Stormwater Reviews**  
**March 14, 2017**

**Tasks:**

**1. Storm Water Management Plan Reviews.** AECOM will review the stormwater management plans (SWMPs) submitted in compliance with the requirements of the City of West Allis's stormwater ordinance. AECOM will prepare a letter of recommendation to city staff as to whether the SWM plans meet the ordinance requirements. The letter will describe deficiencies, if any, or recommend approval of the submittal. For approved permit applications, AECOM will also complete the permit application form, to the extent information is available, and stamp the plans, indicating AECOM's acceptance that the proposed improvements are in compliance with the City of West Allis's stormwater ordinance.

A separate task number will be created for each site review to track hours.

**2. Storm Water Management Plan Enhancement Opportunity Review.** If, in the process of reviewing private site SWMPs described in (1) above, AECOM staff identifies opportunities where the Best Management Practices (BMPs) could be modified to provide additional stormwater pollutant reduction, AECOM will provide information to the City on this potential modification and its benefit to the City in meeting its NR 216 WPDES municipal stormwater permit and coordinate implementation of the modification between the City and site as requested by the City.

**3. Storm Water Management Facility Inspections.** As requested by the Client, AECOM will conduct final inspections and review of as-built drawings prepared by the permit applicant of all stormwater management practices prior to final approval by the Client. Client will schedule these inspections, based on their periodic inspections during construction, and provide AECOM with a minimum of 72 hour notice prior to the required final inspection.

**4. Routine Inspection:** AECOM will conduct inspections of stormwater facilities as may be required or as directed by the Client to ascertain that the practices are being maintained and operated in accordance with the maintenance agreement.

**5. Other Services:** AECOM will conduct other engineering services as may be directed by the Client.

**6. Progress Meetings:** AECOM will meet with City staff as required to review the progress of permit applications, facility inspections or other issues.

**Budget Assumptions**

This amendment is a continuation of the original scope of work for this project. It is anticipated that this amendment will cover efforts through calendar year 2016. However, the number of site reviews and inspections are unknown, and therefore the project may need additional funding.

AECOM will be compensated for professional services on a time and material not to exceed basis. AECOM will invoice by task number, with one task number being assigned to each individual plan review or work assignment issued by the Client. A separate sub-task number will be created to track hours for Item 2 above if enhancement opportunities are identified. CLIENT will be charged for time actually spent on the project. All timesheets are available for inspection at any reasonable time.

AECOM will bill the CLIENT not more often than monthly, with net payment due in 30 days. Past due invoices will be subject to a service charge at the rate of 1 ½ percent per month. The monthly bill shall consist of a summary of direct labor hours by AECOM standard classifications, plus a listing of reimbursable costs incurred. Unless CLIENT provides AECOM with a written statement of any objections to the bill within 15 days of receipt, CLIENT shall be deemed to accept the bill as submitted.