

**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

This Agreement between AECOM Technical Services, Inc., a California corporation, ("ATS") with offices at 1555 North RiverCenter Drive, Suite 214, Milwaukee, Wisconsin 53212, and the City of West Allis ("CLIENT"), with City Hall at 7525 West Greenfield Avenue, West Allis, Wisconsin.

- 1. ATS agrees to perform the services described in its PROPOSAL dated: June 25, 2013, including attachments and amendments ("SERVICES").
- 2. CLIENT authorizes ATS to perform these SERVICES for the following project and location:

**City of West Allis  
City-Wide WinSLAMM Analysis**

- 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.

CLIENT will pay on a **time and material basis not to exceed** the sum of \$ 16,435.00. ATS will invoice according to the per diem rates in effect at the time the services are executed. Upon reaching the foregoing not to exceed limit, ATS will stop performing unless CLIENT authorizes further work in writing.

\_\_\_\_\_ 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 on the following page). This Agreement when executed by ATS is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT - City of West Allis

ATS - AECOM Technical Services, Inc.

By:   
Name: Michael Heavri  
Title: DPW/City Engineer  
Date: 7/11/2013

By:   
Name: Patrick Clifford, P.E.  
Title: District Manager  
Date: \_\_\_\_\_



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. Each party agrees to limit the other party'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. Venue for any litigation arising from this Agreement shall be in the Milwaukee County, Wisconsin Circuit Court of the U.S. District Court for the Eastern District of Wisconsin.

**APPENDIX A**  
**SCOPE OF SERVICES**  
City of West Allis  
**City-Wide WinSLAMM Analysis (Nonpoint Source Pollution Modeling)**  
**Proposed Scope of Services**  
**June 25, 2013**

**Introduction**

The City of West Allis NR 216 / WPDES storm water discharge permit requires the City to assess and reduce nonpoint source pollution from storm water runoff. The permit requires a reduction of 20% in the amount of Total Suspended Solids (TSS) in runoff from developed areas. The most recent analysis by AECOM in 2008 indicates that the site is not meeting the 20% TSS reduction, estimating a 5% reduction currently. The City wishes to re-evaluate the condition using the most current model of WinSLAMM and evaluate a defined list of potential best management practices (BMPs) available to meet the required reductions.

**Task 1: Data Collection and Model Conversion**

AECOM will retrieve previous WinSLAMM models and files for the past City analysis which was conducted in WinSLAMM version 9.2.8. AECOM will then convert the model files to the most recent WinSLAMM version 10. This will require the conversion/re-input of some treatment BMPs as they do not directly convert over in some instances.

AECOM will run the converted model for both baseline and existing conditions.

The City will provide a listing of all redevelopment / infill sites which have an approved stormwater management plan and water quality BMPs that can be credited towards the City's WPDES requirements. For sites which AECOM has modeling results (from AECOM's review of site stormwater management plans), AECOM will use those results in the city-wide analysis.

The City will also provide information on existing treatment practices and frequencies for sweeping of streets/lots/drives, catchbasins, and other BMPs. While it is assumed that AECOM received this data in the past and is incorporated into the current model, it should be confirmed.

Details are noted in the assumptions portion of this proposal.

**Task 2: Alternatives Evaluation**

AECOM will identify and evaluate potential alternative BMPs in an attempt to find practices that achieve the required 20% TSS reductions. This analysis will be limited to:

- a) Approximately three scenarios with modifications to the existing catchbasin program. The modifications will include variation in cleaning frequency and catchbasin size/depth.
- b) Approximately three scenarios with modifications to the existing street sweeping program. The modifications will include variation in cleaning frequency in both local and arterial streets.
- c) A stand-alone analysis of a "typical sub-surface oversized pipe" sedimentation device. A WinSLAMM model will be developed to model the anticipated pollutant reductions achieved from the installation of an oversized storm sewer pipe used as a storm water BMP. It is assumed that the analysis would be for a 54-inch diameter storm sewer (oversized by replacing a 15-inch diameter pipe), and have a length of approximately 200 feet. Approximately three scenarios with various drainage areas (2 to 4 acres), and land use will be analyzed.



Preliminary findings will be presented to City staff to evaluate the feasibility and acceptability of the various practices. Practices will be refined to arrive at a recommended set of BMPs.

### **Task 3: Memorandum**

AECOM will summarize the WinSLAMM analysis in a draft memorandum that will be provided to the City in an electronic format for review. This document will include quantitative model inputs and outputs, methodologies used to conduct the modeling, and results summary. A single review of the draft memorandum and incorporation of City comments is included to develop the final memorandum which will be provided in electronic PDF format along with five hard copies.

### **Schedule**

AECOM staff are available to begin work on this project as soon as contracted. The following schedule is proposed, assuming a July 9 start date:

July 9 - Notice to proceed

July 10 – Data request to City

July 19 – Data provided to AECOM by City

August 23 – completion of draft model update for existing practices and development of alternative practices

August 26 – present initial findings to City

September 6 – completion of final memorandum

### **Notes and Assumptions**

1. AECOM will provide the City their most recent version of drainage basins in a digital format (ESRI GIS shape or geodatabase). City will then update the basin coverage and resubmit back to AECOM for use in the analysis.
2. The City will provide AECOM:
  - a. updated/current existing mapping, including land use, storm sewer, drainage condition (i.e. swale, curb/gutter), and topographic information in a digital format (ESRI GIS shape or geodatabase).
  - b. Listing of all redevelopment / infill sites which have an approved stormwater management plan and water quality BMPs. For those sites which AECOM has modeling data (from AECOM's review of site stormwater management plans), AECOM will use that data in the analysis.
  - c. Information on existing structural and non-structural BMPs including structural BMPs not explicitly part of a redevelopment where AECOM would have model data, the City will provide AECOM the model data results for use in the analysis.
3. It is understood that in order for the City to take credit for privately owned BMPs, a formal maintenance plan/agreement between the owner and the City is required.
4. AECOM will not re-create, re-evaluate, nor rerun previously approved models.
5. No field investigations, surveying or measurements are included in our scope of work and budget. AECOM's scope of work does not include field verification of catch basin / subsurface BMP location and dimensions – existing records or field information and input from City staff will be used.
6. It is assumed that some of the geographic information used in the previous 2008 study is unchanged and may be reused. This includes, but not limited to: drainage conditions limits, 2004 land use (used in the baseline no-controls modeling), soils, and excluded & exempts areas.
7. As part of this project budget, the AECOM project manager is available for up to two meetings with City staff to discuss upcoming tasks, review project status, and discuss project results. Additional meetings would require an amendment.



**FEE**

The fee for this work per task is presented in the table below.

Task #	Task	Total Hours	Labor Costs	Direct Costs	Total Costs
<b>01</b>	<b>Data Collection/Model Conversion</b>	<b>60</b>			<b>\$5,797</b>
	Recover/ update model	14	\$1,264		\$1,264
	Update BMPs in model	8	\$643		\$643
	Run baseline and existing conditions, compare results	10	\$933		\$933
	Data Collection/GIS	8	\$834		\$834
	Redevelopment / Infill Sites Analysis	20	\$2,124		\$2,124
<b>02</b>	<b>BMP Analysis/Alts</b>	<b>58</b>			<b>\$5,945</b>
	Identify and model Potential BMPs	24	\$2,259		\$2,259
	Evaluate Sweeping or other non-structural	18	\$1,575		\$1,575
	Meeting	16	\$2,061	\$50	\$2,111
<b>03</b>	<b>Summary Memorandum</b>	<b>44</b>	<b>\$4,592</b>	<b>\$100</b>	<b>\$4,692</b>
	<b>Totals</b>	<b>162</b>	<b>\$16,285</b>	<b>\$150</b>	<b>\$16,435</b>

