



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2008-0200      Resolution      In Committee

Resolution authorizing the Director of Public Works to accept the proposal of Earth Tech/AECOM for providing consulting services relative to the MMSD's required CMOM compliance requirements for 2009 for a sum not to exceed \$24,680.

Introduced: 10/7/2008

Controlling Body: Public Works Committee

Sponsor(s): Public Works Committee

COMMITTEE RECOMMENDATION Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak	✓			
			Czaplewski	✓			
			Kopplin				
			Lajsic				
			Narlock				
			Reinke				
			Roadt	✓			
		✓	Sengstock	✓			
			Vitale				
	✓		Weigel	✓			
			TOTAL	5	1		

SIGNATURE OF COMMITTEE MEMBER

*[Signature]*  
Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

**ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
	✓		Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
		✓	Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	10	1		

## Resolution

**File Number: R-2008-0200**

**Final Action:**

OCT 07 2008

**Sponsor(s):** Public Works Committee

Resolution authorizing the Director of Public Works to accept the proposal of Earth Tech/AECOM for providing consulting services relative to the MMSD's required CMOM compliance requirements for 2009 for a sum not to exceed \$24,680.

WHEREAS, in December of 2005, the State of Wisconsin and the City of West Allis entered into a Stipulation and Order for Judgment (Satellite Stipulation) requiring all 29 MMSD satellite municipalities to perform or agree to several general activities that would serve the purpose of reducing sanitary sewer overflows; and,

WHEREAS, MMSD entered into a similar and separate Stipulation agreement with the State of Wisconsin which in part required MMSD to initiate a CMOM (Capacity, Management, Operation and Management) program and pass rules requiring all 29 MMSD satellite municipalities to develop CMOM programs by June of 2009; and,

WHEREAS, over the past three years, staff from both the Engineering and Public Works Department have worked with MMSD and its consultant, Earth Tech, to develop a CMOM strategic plan for managing its sanitary sewer system; and,

WHEREAS, the Strategic Plan necessitates the development of various CMOM Program plans including a "Management Plan", "Sewer Overflow Response Plan", "Communication Plan" and "Audit Plan"; and,

WHEREAS, each of these plans necessitate the incorporation of a number of program elements requiring both time and expertise to assemble; and,

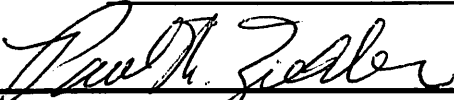
WHEREAS, Earth Tech, having served as a consultant for MMSD and working with the City of West Allis to develop its CMOM Strategic Plans over the past four years, is best suited to prepare each of these four plans.


NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that it accepts the proposal attached hereto, submitted by Earth Tech/AECOM, for providing consulting services relative to compliance with MMSD's CMOM requirements for West Allis, for a sum not to exceed \$24,680, the funding for such services shall be paid by the City's Sanitary Sewer Utility.

BE IT FURTHER RESOLVED that the Director of Public Works is hereby authorized to execute

the attached Agreement and the Purchasing/Central Services Division be and is hereby authorized to issue a purchase order for the aforementioned services.

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ADOPTED OCT 07 2008  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 10/10/08  
  
Dan Devine, Mayor

**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

This Agreement between EARTH TECH a subsidiary of AECOM, with offices at 1020 N. Broadway, Suite 400, Milwaukee, Wisconsin 53202, and the City of West Allis ("CLIENT"), with City Hall at 7525 W. Greenfield Avenue, West Allis, Wisconsin 53214 and the Department of Public Works office at 6300 W. McGeoch Avenue, West Allis, WI 53219.

- 1. EARTH TECH | AECOM agrees to perform the services described in its PROPOSAL dated: September 26, 2008, including attachments and amendments ("SERVICES").
- 2. CLIENT authorizes EARTH TECH | AECOM to perform these SERVICES for the following project and location:

City of West Allis  
CMOM Plan Preparation

- 3. EARTH TECH | AECOM is willing to perform the SERVICES in exchange for the following fee (check and complete):

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

\_\_\_\_\_ CLIENT will pay a **lump sum** of \$ \_\_\_\_\_ EARTH TECH | AECOM will invoice monthly on a percentage completed basis.

X \_\_\_\_\_ CLIENT will pay on a **time and material basis not to exceed** the sum of \$24,680.00. EARTH TECH | AECOM will invoice according to the per diem rates in effect at the time the services are executed. Client and EARTH TECH | AECOM recognize that this project involves scheduled deliverables and that CLIENT will not be charged for consultant's educational time for forms, templates, etc.

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

\* EARTH TECH | AECOM reserves the right to adjust its Fee Schedule annually.

4. **Billing:** EARTH TECH | AECOM 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 except to the extent CLIENT notifies EARTH TECH | AECOM of a bona fide objection in writing within said 30-day period. 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 EARTH TECH | AECOM 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, EARTH TECH | AECOM 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 Earth Tech | AECOM 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

EARTH TECH | AECOM

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

By: Scott C. Solverson

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

Name: Scott C. Solverson, P.E.

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

Title: Vice President

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

Date: September 26, 2008

*Approved as to form this 1st day of Oct., 2008.*

*Scott C. Solverson*

EARTH TECH | AECOM

*Countersigned this \_\_\_\_\_ day of Oct., 2008, and I certify that the necessary funds have been provided to pay the liability incurred by the City under this contract.* [Signature]

7. **Standard of Care:** EARTH TECH | AECOM 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, EARTH TECH | AECOM 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 EARTH TECH | AECOM or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. EARTH TECH | AECOM 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 EARTH TECH | AECOM 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 EARTH TECH | AECOM to \$50,000 or the fee paid to EARTH TECH | AECOM under this Agreement, whichever is greater.*
9. **Insurance:** During the period that Services are performed under this Agreement, EARTH TECH | AECOM 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 EARTH TECH | AECOM 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 EARTH TECH | AECOM. In the event EARTH TECH | AECOM encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, EARTH TECH | AECOM may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that EARTH TECH | AECOM 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 EARTH TECH | AECOM, from any claim or liability, arising out of EARTH TECH | AECOM's performance of work under this Agreement and made or brought against EARTH TECH | AECOM for any actual or threatened environmental pollution or contamination except to the extent that EARTH TECH | AECOM has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by EARTH TECH | AECOM 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, EARTH TECH | AECOM may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.
12. **Buried Utilities:** In those situations where EARTH TECH | AECOM performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to EARTH TECH | AECOM information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. EARTH TECH | AECOM will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, EARTH TECH | AECOM will furnish CLIENT a plan indicating the locations intended for penetration. CLIENT will approve the location of these penetrations and authorize EARTH TECH | AECOM to proceed.
13. **Documents and Records:** CLIENT acknowledges that EARTH TECH | AECOM'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 EARTH TECH | AECOM prepares for CLIENT under this Agreement becomes the property of CLIENT upon receipt of payment by EARTH TECH | AECOM. CLIENT hereby agrees not to use any EARTH TECH | AECOM data or report for any purpose other than its original purpose as defined in the PROPOSAL.
14. **Change Orders:** EARTH TECH | AECOM 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. EARTH TECH | AECOM 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 EARTH TECH | AECOM.
16. **Assignment/Status:** Neither party shall delegate, assign, sublet, or transfer any interest in this Agreement without written consent of the other party. Both parties recognize that EARTH TECH | AECOM 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 EARTH TECH | AECOM 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 or the U.S. District Court for the Eastern District of Wisconsin.

## APPENDIX A

### PROPOSAL Scope of Services September 26, 2008

**1. CMOM Plan Preparations.** Earth Tech | AECOM will prepare a Management Plan, Overflow Response Plan, Communications and Audit Plan for the City of West Allis, utilizing the templates developed by the Milwaukee Metropolitan Sewerage District (MMSD) and the information provided through the completion of the City's Readiness Review and Strategic Plan. Client and EARTH TECH | AECOM recognize that this is an iterative process with multiple interviews and meetings required to complete the work. To that end, EARTH TECH | AECOM will prepare a detailed scope of work and estimated time commitment for each task.

#### **CMOM Plan Preparation Scope of Services**

##### **A. Meetings**

1. Arrange and attend meetings with the City of West Allis at the following project milestones:
  - a. Initial Meeting and Review of Plans – November 2008
  - b. Interim Meeting and Progress Review – January 2009
  - c. Interim Meeting and Progress Review – March 2009
  - d. Interim Meeting and Progress Review – April 2009
  - e. Final Meeting and QC Review Plans – May 2009

##### **B. Management Plan**

1. Review the CMOM Strategic Plan and DRAFT Management Plan, CMOM Strategic Plan prepared by EARTH TECH | AECOM and DRAFT Management Plan prepared by the City of West Allis, and input pertinent sections and data into the Management Plan.
2. Meet with the Director of Public Works and City Engineer to review the Draft Management Plan and discuss the following items:
  - a. Asset Management Program
    - i. Responsible Party
    - ii. Current Activities
    - iii. Identifying Areas of Improvement
    - iv. Implementation of Program
    - v. Monitoring and Auditing Procedures
  - b. Sanitary Sewer Design Standards
  - c. Facilities, Equipment and Staff available to the sanitary sewer system
  - d. Collection System Mapping
  - e. Benchmark Data and Community Comparison
3. Incorporate Client comments and discussion into the Management Plan
4. Meet with the Director of Public Works and City Engineer to discuss the revised Management Plan, including incorporation of comments and discussion.
5. Receive and incorporate final comments into Management Plan
6. Deliver the final Management Plan consisting of 5 copies and electronic (Adobe .pdf and Microsoft Word)

### C. Overflow Response Plan

1. Review the CMOM Strategic Plan and DRAFT Overflow Response Plan, CMOM Strategic Plan prepared by EARTH TECH | AECOM and DRAFT Overflow Response Plan prepared by the City of West Allis, and input pertinent sections and data into the Overflow Response Plan.
2. Meet with the Director of Public Works and City Engineer to review Draft Overflow Response Plan and discuss the City's markups to the Plan. Incorporate Client comments and discussion into the Overflow Response Plan
3. Meet with the Director of Public Works and City Engineer to discuss revised Overflow Response Plan, including incorporation of comments and discussion.
4. Receive and incorporate final comments into Overflow Response Plan
5. Deliver the final Overflow Response Plan consisting of 5 copies and electronic (Adobe .pdf and Microsoft Word)

### D. Communication and Audit Plan

1. Review the CMOM Strategic Plan, prepared by EARTH TECH | AECOM, and input pertinent sections and data into the Communication and Audit Plan.
2. EARTH TECH | AECOM assumes that this will be prepared as a single plan, utilizing the template furnished by MMSD.
3. Meet with the Director of Public Works and City Engineer to review Draft Communication and Audit Plan, prepared from the MMSD supplied template, and discuss the proposed Plan.
4. Incorporate Client comments and discussion into the Communication and Audit Plan
5. Meet with the Director of Public Works and City Engineer to discuss revised Communication and Audit Plan, including incorporation of comments and discussion.
6. Receive and incorporate final comments into Communication and Audit Plan
7. Deliver final Communication and Audit Plan consisting of 5 copies and electronic (Adobe .pdf and Microsoft Word)

## CMOM Plan Preparation Estimated Hours and Fee

### A. Project Meetings

ID	Step	Task	Staff hours	Total Cost
1	Project Meetings	5 Meetings @ 4 hours per Meeting (\$15 travel per meeting)	20	\$2,360.00

### B. Management Plan

ID	Step	Task	Staff hours	Total Cost
1	Brief Common Council on CMOM Strategy	Prepare CMOM Program Summary	1	\$ 107.00
		Meet with Common Council to discuss CMOM		By West Allis Staff
		<b>SUBTOTAL TASK 1</b>	<b>1</b>	<b>\$107.00</b>
2	Assemble information to complete Management Plan template	Assemble CMOM organizational chart	1	\$ 107.00
		Add CMOM position descriptions and lines of authority to CMOM organizational chart	4	\$ 426.00
		Assemble existing benchmark data on the maintenance of the collection system (CCTV, equipment, cleaning, etc.)	16	\$ 1,712.00
		Develop performance measures for attaining CMOM goals	16	\$ 1,712.00
		Develop reporting methods for CMOM compliance reviews	8	\$ 852.00
		Assemble and distribute coordination information with other departments within the City of West Allis and other agencies.		By West Allis Staff
		<b>SUBTOTAL TASK 2</b>	<b>45</b>	<b>\$4,815.00</b>
3	Draft Management Plan	Using assembled information and template, prepare an outline of the Management Plan	8	\$ 852.00
		Draft Management Plan from outline	20	\$ 2,140.00
		<b>SUBTOTAL TASK 3</b>	<b>28</b>	<b>\$2,992.00</b>
4	Finalize Management Plan	Perform quality control review of Management Plan	4	\$ 426.00
		Obtain comments from appropriate internal agencies (water dept, streets dept, parks dept, etc.)		By West Allis Staff
		Finalize Management Plan, incorporating comments	4	\$ 426.00
		<b>SUBTOTAL TASK 4</b>	<b>8</b>	<b>\$852.00</b>
		<b>GRAND TOTAL for Management Plan</b>	<b>82</b>	<b>\$8,766.00</b>



C. Overflow Response Plan (ORP)

ID	Step	Task	Staff hours	Total Cost
1	Assemble information to complete ORP template.	Assemble SOP for emergency action plans; Assemble SOP for SSO response; Assemble procedure on assessment of SSO damage to public and private property. Review and Update Overflow Response Report; Assemble information on coordination with Hazardous Material disposal; Assemble information on coordination with Public Health Department.	12	\$1,284.00
		Assemble CMOM organizational chart		Included in Management Plan
		Develop ORP	8	\$ 856.00
		Compare ORP with WDNR reporting requirements.	4	\$ 428.00
		Develop procedures on distribution and availability of ORP	2	\$ 214.00
		Review ORP.	16	\$1,712.00
		Finalize ORP.	12	\$1,284.00
		<b>SUBTOTAL TASK 1</b>	<b>54</b>	<b>\$5,778.00</b>
2	Train staff on ORP.	Conduct classroom training on SSO response		By West Allis Staff
		Conduct classroom training on assessment of SSO damage		By West Allis Staff
		Conduct classroom training on Hazardous Materials / Public Health		By West Allis Staff
		Conduct classroom training on use of the Overflow Response Report		By West Allis Staff
		<b>SUBTOTAL TASK 2</b>		<b>By West Allis Staff</b>
3	Establish inter-agency assistance agreements for improved ORP response.	Meet with neighboring municipalities / agencies to discuss ORP strategy		By West Allis Staff
		Develop and finalize an agreement for ORP response.	4	\$ 428.00
		<b>SUBTOTAL TASK 3</b>	<b>4</b>	<b>\$428.00</b>
		<b>GRAND TOTAL for Overflow Response Plan</b>	<b>58</b>	<b>\$6,206.00</b>

SOP – Standard Operating Procedure

D. Communication Plan (CP) and Audit Plan (AP)

ID	Step	Task	Staff hours	Total cost
1	Develop the CP.	Develop presentations and briefings of the CMOM program (to Common Council and other West Allis staff) Refine regulatory reporting procedures Develop the CP Develop CP Performance Measures Develop updating procedures for the CP Review the CP Finalize the CP	24	\$2,568.00
<b>SUBTOTAL TASK 1</b>			<b>24</b>	<b>\$2,568.00</b>
2	Assign staff responsibilities for the CP.	Discussion Assign Responsibilities: Presentation and Briefing Regulatory Reporting Performance Measure Updating Procedure Review and Finalizing CMOM Coordinator	4	\$428.00
<b>SUBTOTAL TASK 2</b>			<b>4</b>	<b>\$428.00</b>
3	Distribute the CP to all appropriate stakeholders.	Distribute internally Distribute externally (neighboring communities, MMSD, etc.)	2	\$ 214.00
<b>SUBTOTAL TASK 3</b>			<b>2</b>	<b>\$214.00</b>
<b>GRAND SUBTOTAL for Communication Plan</b>			<b>30</b>	<b>\$3,210.00</b>
4	Develop a "suggestion box" to solicit input on the CMOM Program.	Develop an internal feedback method Expenses for Implementation	4	\$ 428.00 \$ 500.00
<b>SUBTOTAL TASK 4</b>			<b>4</b>	<b>\$928.00</b>
5	Develop review and program change procedures.	Develop feedback review form Develop assessment process of CMOM goals, objectives and strategies (Chapter 2) Develop assessment process of CMOM Implementation (Appendix B) Develop a process of goal, objective and strategy definition / refinement for CMOM Program (Chapter 2) Develop a process of goal definition / refinement for CMOM Implementation (Appendix B) Review and finalize	2 4 4 4 4 12	\$ 214.00 \$ 428.00 \$ 428.00 \$ 428.00 \$ 428.00 \$1,284.00
<b>SUBTOTAL TASK 5</b>			<b>30</b>	<b>\$3,210.00</b>

6	Acquire benchmark data.	Complete assessment of CMOM goals, objectives and strategies (Chapter 2)		By West Allis Staff
		Complete assessment of CMOM Implementation (Appendix B)		
		<b>SUBTOTAL TASK 6</b>		<b>By West Allis Staff</b>
7	Perform five-year audit of CMOM Program.	Summarize results of assessment of CMOM goals, objectives and strategies (Chapter 2)		By West Allis Staff
		Summarize results of assessment of CMOM Implementation (Appendix B)		
		Summarize reviewed goals, objectives and strategies (Chapter 2)		
		Summarize reviewed goals of CMOM Implementation (Appendix B)		
		Review CMOM Audit		
		Finalize CMOM Audit		
		<b>SUBTOTAL TASK 7</b>		<b>By West Allis Staff</b>
		<b>GRAND SUBTOTAL for Audit Plan</b>	<b>34</b>	<b>\$4,138.00</b>
		<b>GRAND TOTAL for Communication and Audit Plan</b>	<b>72</b>	<b>\$7,348.00</b>

Grand Total is as follows:

- A. Project Meetings - \$2,360.00
- B. Management Plan: \$8,766.00
- C. Overflow Response Plan: \$6,206.00
- D. Communication Plan: \$3,210.00
- E. Audit Plan: \$4,138.00

TOTAL: \$24,680.00

**Schedule:**

The following is the anticipated project schedule:

- Project Award – October 2008
- Initial Meeting and Review of Plans – November 2008
- Interim Meeting and Progress Review – January 2009
- Interim Meeting and Progress Review – March 2009
- Final Meeting and QC Review Plans – May 2009
- Delivery of Final Plans – June 2009

**Assumptions:**

1. The Communication and Audit Plan will be prepared as a single plan.
2. The Scope of Work does not include a SECAP (System Evaluation and Capacity Assurance Plan) analysis.
3. No Gaps, as defined in the City of West Allis' CMOM Strategic Plan Appendix B, between the current status of the City's CMOM program and High Defined Status (as required and defined by MMSD Rules), are addressed as part of this Scope of Work

## **APPENDIX B**

### **PROPOSAL Compensation September 26, 2008**

Earth Tech | AECOM will be compensated for professional services on a time and material basis not to exceed the sum of \$24,680. Earth Tech | AECOM will invoice by task number, with one task number being assigned to each individual plan review or work assignment issued by the Client.

Earth Tech | AECOM will bill the CLIENT not less 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, except to the extent CLIENT notifies EARTH TECH | AECOM of a bona fide objection in writing within said 30-day period. The monthly bill shall consist of a summary of direct labor hours by Earth Tech | AECOM standard classifications, plus a listing of reimbursable costs incurred. Unless CLIENT provides Earth Tech | 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.

CLIENT will be charged for time actually spent on the project. All timesheets are available for inspection at any reasonable time.

Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.

Normal and reasonable time for contract negotiations are also covered in overhead; however, extended contract negotiations or time spent resolving differences in terms and conditions, scopes of work, or change notices will be billed at our project rates.

**PREFERRED CUSTOMER REIMBURSABLE  
SCHEDULE 2008**

In addition to regular hourly billing rates listed above the CLIENT will also pay for:

- A. Overtime at straight time rates for exempt employees to the extent an employee works more than 40 hours per week for CLIENT.
- B. Cost plus 7 percent of direct expenses.
- C. A \$3.00 per hour charge for the use of computer services in design, project control reporting, cost control reporting and other services.
- D. All reproductions on behalf of the assignment at our standard rates.
- E. Cost for the use of field equipment, safety equipment, and field sampling equipment in accordance with the Equipment Fee Schedule.
- F. Travel and subsistence of Earth Tech | AECOM personnel incurred on behalf of the project. (Current rate for the use of personal cars is 58.5 cents per mile and is subject to semiannual revision.)
- G. Cost of a record set of CD or DVD to be retained by Earth Tech | AECOM's files in cases where the CLIENT wants the original documents and for the cost of postage and insurance for mailing such original documents.
- H. Cost of any office space and accompanying services used by Client's representatives.
- I. Courier service.
- J. Cost plus 15 percent of outside consulting and/or professional services - such as, analytical, drilling, legal, accounting, engineering, and other specialized services. Earth Tech | AECOM will obtain CLIENT's approval before authorizing such services.
- K. Pay for expert witness testimony equal to 1 and 1/2 times their hourly billing rate.