

22.



# City of West Allis

## Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2006-0379

Resolution

In Committee

Resolution approving an amendment to the professional environmental consulting services contract with Ayres Associates for the proposed athletic field development at the former landfill site located at 11241 W. Lincoln Ave. in the amount not to exceed \$87,000.

Introduced: 12/19/2006

Controlling Body: Public Works Committee

Sponsor(s): Richard F. Narlock

### COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak				
			Czaplewski				
<u>12-19-06</u>		✓	Dobrowski	✓			
			Kopplin	✓			
			Lajsic				
			Narlock	✓			
	✓		Reinke				
			Sengstock	✓			
			Vitale				✓
			Weigel				
			TOTAL	<u>4</u>	<u>-</u>	<u>-</u>	<u>1</u>

### SIGNATURE OF COMMITTEE MEMBER

*Richard F. Narlock* Chair  
 Vice-Chair  
 Member

### COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>DEC 19 2006</u>		✓	Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
	✓		Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale <i>exc</i>				
			Weigel	✓			
			TOTAL	<u>9</u>	<u>-</u>	<u>-</u>	<u>1</u>





# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2006-0379**

**Final Action:**

**Sponsor(s):** Richard F. Narlock

DEC 19 2006

Resolution approving an amendment to the professional environmental consulting services contract with Ayres Associates for the proposed athletic field development at the former landfill site located at 11241 W. Lincoln Ave. in the amount not to exceed \$87,000.

WHEREAS, the Common Council of the City of West Allis approved on July 6, 2004 a professional environmental consulting services contract with Ayres Associates under Resolution No. R-2004-0219, in the amount of \$18,221; and,

WHEREAS, the City of West Allis has received a grant from the Wisconsin Department of Natural Resources Brownfield Green Space and Public Facilities Grant Program in the amount of \$178,760.00; and,

WHEREAS, it is, therefore, necessary to amend the Contract to provide for additional services, a copy of which amendments are attached and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. That the proposal, hereby attached and made a part hereof, is hereby approved.
2. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

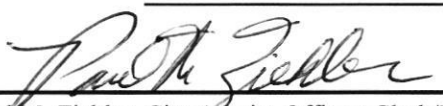
BE IT FURTHER RESOLVED that the Director of Development is authorized, on behalf of the City, to execute the aforesaid contract documents.

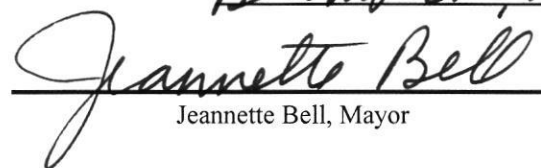
BE IT FURTHER RESOLVED that the sum of Eighty Seven Thousand Dollars (\$87,000) be and is hereby appropriated from the Wisconsin Department of Natural Resources Green Space and Public Facilities Grant to pay the liability that will accrue to the City under the contract.

cc: Department of Development  
Department of Public Works

Grant Accounts Specialist

Dev-R-461-12-19-06\dlm

ADOPTED DEC 19 2006  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED December 21, 2006  
  
Jeannette Bell, Mayor



November 6, 2006

Mr. John Stibal  
City of West Allis  
7525 W. Greenfield Avenue  
West Allis, 53214

Re: Future Athletic Fields Site Design and Engineering Services  
Lincoln Avenue West Allis Landfill

Dear John,

Ayres Associates would like to thank you for the opportunity to provide this scope of services and estimate for professional engineering services for the proposed athletic field development at the West Allis Landfill site located at 11241 West Lincoln Avenue. As per your request, we have included all services necessary to complete the project as presented to Ayres Associates in August 2004.

### **Project Description**

Due to the existing circumstances surrounding the original capping of the landfill and this proposed development, the Wisconsin Department of Natural Resources (WDNR) was consulted regarding the permits and flood study work that may be necessary to complete this project. According to the WDNR, a Flood Insurance Study (FIS) was completed for Hale Creek in the early 1980's. In the mid 1990's the landfill site was capped with clay material and closed. How the placement of the clay cap affected the floodplain was never studied at that time. Review of the FIS maps and the Flood Boundary and Floodway Map (Effective Date: April 15, 1981) indicates the site is in the floodplain area. The WDNR has informed Ayres Associates that the FIS needs to be updated for the landfill closure activities, with results for this study indicating the need for updates for the soccer field activities too.

The proposed parking lot and driveway are assumed to be approximately two acres. Milwaukee Metropolitan Sewage District (MMSD) Rules and Regulations Chapter 13 requires stormwater detention for all sites over one acre in size, therefore this site will need to address detention pond design.

Separate from the athletic field design issues are the landfill solid waste construction /permitting issues. The WDNR will need to be contacted to review the proposed site development, define construction requirements and restrictions on abandoned landfills and coordinate design aspects with WDNR, MMSD and SEWRPC.

The scope of services and fees listed in this document are the same we provided West Allis as it prepared its WDNR Brownfield Green Space and Public Facilities Grant application in 2006, with the exception of the Grant Administration Services.



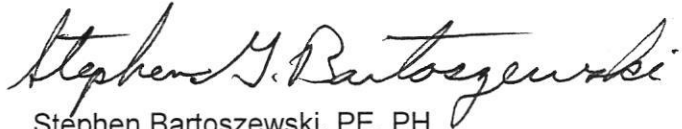
We appreciate the opportunity to continue working with the City of West Allis on the next phase of this project, which will provide many recreational benefits to the city for years to come. If you have any questions regarding this letter please give us a call at 262-522-4900.

Proposed by Consultant:

Ayres Associates Inc



Kristine K. Anderson, PE  
Civil Engineer



Stephen Bartoszewski, PE, PH  
Environmental Engineer



Fred J. Klingbeil, PE  
Vice President

## **Project Contacts**

Ayres Associates – Project Manager  
Kristine Anderson, PE  
N19 W24075 Riverwood Drive, Suite 300  
Waukesha, WI 53188  
262-522-4900

Ayres Associates – Project Coordinator  
Stephen Bartoszewski, PE, PH  
N19 W24075 Riverwood Drive, Suite 300  
Waukesha, WI 53188  
262-522-4924

## **Scope of Services – Civil Engineering**

### *Preliminary Soccer Field Design*

Develop a preliminary grading plan for soccer fields and walking path

Develop a preliminary grading plan for parking lots and drives

Develop a preliminary stormwater plan for the parking lots and drives including detention calculations and detention pond design

Write a stormwater management report for MMSD

Write preliminary construction specifications for bidding

Meet once with City to discuss preliminary designs

Meet and discuss with DNR the preliminary designs

### *Final Soccer Field Design*

Final Grading Plan for soccer fields, parking lots, and drives as per City/DNR comments

Final stormwater management plan for parking lots and drives including detention calculations and detention pond design as per City/DNR comments

Final stormwater management report for MMSD as per City comments

Final construction specifications for bidding as per City comments

Meet once with City to discuss final plans

QA/QC plan set

Fill out DNR Notice of Intent for construction for city signature



### Floodplain Analysis

Obtain, review, and use all available hydraulic models, FEMA maps, etc.  
Blend Ayres survey data (collected in 2005) with existing model  
Model floodplain base on existing conditions prior to landfill capping  
Meet and discuss with DNR to check existing conditions model (assume 2 meetings)  
Meet once with City to discuss DNR comments  
Model proposed site grading conditions to determine the 100 year flood elevations and floodplain extents  
Perform floodplain modeling iterations to refine the site grading plan  
Develop a preliminary site grading plan to determine the locations and volume of fill necessary to adequately raise the site above the proposed 100-year floodplain  
Delineate the proposed conditions floodplain on mapping incorporating the preliminary site grading plan  
Coordinate approvals from DNR and FEMA

### Bidding and Construction

Prepare construction specifications for bidding  
Prepare advertisement for bids  
Distribute bid documents to contractors  
Answer questions during bidding  
Write addendums as required  
Attend Bid opening  
Tabulate bids and write recommendation letter  
Attend pre-construction meeting  
Construction Administration (pay requests, change orders, etc)  
Construction observation (assume 6 hours/day for 6 weeks)  
Project Closeout Services

### Grant Administration Services (not included with original grant application)

Coordinate grant documentation, including but not limited to, invoices, reports, correspondence and general grant paperwork.

## **Additional Services Not Included with Proposal**

Soil appropriation assistance

Extensions of sanitary sewer, water main, storm sewer, gas mains, electric lines or cable TV

Retaining wall design

Landscape design and lighting design can be provided as an additional service

Preparation of a Chapter 30 permit application and an Army Corps of Engineers 404 Permit are not included with this proposal

Preparation of plan and profile sheets

Plan review and/or permit submittal fees

Lift station design

Additional meetings with the City beyond the three designated in the scope will be considered extra services and will be billed for at current staff rate. Ayres Associates will submit a current rate sheet at the time the meetings are exceeded.

Additional meetings with the DNR beyond those listed above in the scope will be considered extra services and will be billed for at current staff rate. Ayres Associates will submit a current rate sheet at the time the meetings are exceeded.

## **Owner's Responsibilities**

Owner shall designate in writing a person to act as Owner's representative

Owner shall furnish Ayres Associates all available pertinent information including but not limited to, property surveys, easements, right-of-way and utility surveys, and previous reports.

## **Fee**

We will perform the above scope of services for a lump sum amount not to exceed \$87,000. Ayres Associates will not exceed this lump sum amount without prior authorization from the City of West Allis.



**CITY OF WEST ALLIS  
AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into by and between the DEPARTMENT OF DEVELOPMENT OF THE CITY OF WEST ALLIS, Wisconsin, a municipal corporation (the "Department") and AYRES, ASSOCIATES (the "Consultant"). The effective date of this Agreement shall be January 3, 2007.

**WITNESSETH:**

WHEREAS, the Department has solicited proposals from qualified persons to furnish professional environmental assessment services for the athletic field development of the former landfill located at 11241 W. Lincoln Ave. (the "Project"); and,

WHEREAS, Consultant has submitted a proposal to provide such services; and,

WHEREAS, the West Allis Common Council has authorized the Department to enter into this Agreement with Consultant for such services and has authorized the expenditure of funds to pay the liability that will accrue to the Department under this Agreement.

NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree as set forth in the following pages, exhibits and schedules which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Department and the Consultant have executed this Agreement together with the attachments, which are made a part hereof.

DEPARTMENT OF DEVELOPMENT  
CITY OF WEST ALLIS, WISCONSIN

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

Title: Director of Development

Date: 1-3-07

CONSULTANT

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

Title: MANAGER - Environmental Services

Date: 1/8/07

**ATTACHMENTS:**

GENERAL CONDITIONS OF AGREEMENT  
INSURANCE REQUIREMENTS  
WORK ORDER  
SCOPE OF SERVICES - EXHIBIT A  
CONSULTANTS HOURLY RATES

Approved as to form this 4 day  
of Jan., 2007.

\_\_\_\_\_  
Scott Post, City Attorney

**CITY OF WEST ALLIS  
GENERAL CONDITIONS OF AGREEMENT**

CONSULTANT:       AYRES ASSOCIATES

PROJECT:           Athletic Field Site Design and Engineering Services of the former landfill located at  
11241 W. Lincoln Ave.

**1.01   BASIC SERVICES**

A.     Basic Services of CONSULTANT to be provided under this AGREEMENT are listed in the Scope of Services, attached hereto and made a part of this Agreement by reference.

B.     Payment for Basic Services shall be made in accordance with Section 3 of this Agreement.

**2.01   SERVICES REQUIRING AUTHORIZATION IN ADVANCE**

A.     Those services listed in the Scope of Services but not identified in Section 1 of this AGREEMENT may be requested by the DEPARTMENT to complete the work, are considered additional services. The DEPARTMENT may request CONSULTANT at a future date to perform any or all of these services by a written authorization to proceed with the Additional Service(s). The written authorization to proceed shall become an Amendment to the Agreement.

B.     Payment for the Additional Service(s) shall be in accordance with Section 3 of this AGREEMENT.

**3.01   BASIC SERVICES**

A.     DEPARTMENT shall pay CONSULTANT for Basic Services rendered under Section 1 on the basis of CONSULTANT'S Hourly Rate, plus Reimbursable Expenses and Services of Professional Associates and other Consultants as defined in this Section 3.

B.     CONSULTANT estimates that the total cost required to perform Basic Services as enumerated in Section 1 will not exceed Eighty Seven Thousand Dollars (\$87,000.00).

Given the assumptions which must be made, the DEPARTMENT recognizes that the CONSULTANT cannot guarantee the complete accuracy of its estimate of total cost, and, therefore waives any claim against CONSULTANT in this regard, except to the extent that any cost overrun can be attributable to fraudulent conduct, bad faith or inexcusable ignorance or incompetence.

**3.02   ADDITIONAL SERVICES**

DEPARTMENT shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

1.     For Additional Services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of CONSULTANT'S



Hourly Rate.

2. For services and Reimbursable Expenses of independent Professional Associates and Consultants employed by CONSULTANT to render Additional services pursuant to Section 2, the amount billed to CONSULTANT therefore.

### 3.03 REIMBURSABLE EXPENSES

A. As used in this Agreement Reimbursable Expenses mean the actual expense incurred by CONSULTANT or its independent Professional Associates or Consultants, directly or indirectly in connection with the Project, such as expenses for: toll telephone calls and express mailings, reproduction of reports, drawings, specifications, bidding documents, laboratory tests and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by the DEPARTMENT, overtime work requiring higher than regular rates.

B. The Reimbursable Expenses for Basic Services are as set forth in the Consultant's Hourly Rates attached hereto and made a part of this Agreement.

### 3.04 HOURLY RATES.

As used in this Agreement hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all CONSULTANT'S personnel engaged directly on the Project, including but not limited to other technical and business personnel as set forth in the Consultant's Hourly Rates.

### 3.05 TIME OF PAYMENT

A. CONSULTANT shall submit monthly statements on or before the twentieth of the month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The DEPARTMENT shall make prompt payment on or before the twentieth of the month following the date of the CONSULTANT monthly statement.

### 4.01 COMMENCEMENT OF WORK

A. CONSULTANT shall commence the work to be performed under this Agreement upon receipt of a written Work Order or verbal authorization to proceed from the DEPARTMENT. Each Work Order or verbal authorization shall define by task(s) the scope of services to be performed. Verbal authorizations shall be followed up with written Work Orders.

B. Additional services shall be commenced at within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

C. The DEPARTMENT shall not be liable to CONSULTANT and/or any of its independent Professional Associates and Consultants and/or subcontractors for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this Agreement. The sole remedy against the DEPARTMENT for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the DEPARTMENT.

#### 4.02 COMPLETION OF WORK

A. CONSULTANT shall complete the work to be performed under this Agreement within the time specified in the Scope of Services, or if none is specified, then within a reasonable time for the type of work involved.

B. Additional services shall be completed within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

#### 5.01 APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Wisconsin and venue for any action concerning this Agreement shall be in Milwaukee County, Wisconsin. The CONSULTANT shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this AGREEMENT.

#### 6.01 APPROVALS OR INSPECTIONS

None of the approvals or inspections performed by the DEPARTMENT shall be construed or implied to relieve the CONSULTANT from any duty or responsibility it has for its professional performance, unless the DEPARTMENT formally assumes such responsibility through a letter from the DEPARTMENT expressly stating that the responsibility has been assumed.

#### 7.01 DISPUTE RESOLUTION

In the event a dispute arises under this agreement, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision each party shall have five working days to notify the other as to the name and address of the person designated to hear the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten working days to appoint a mutually acceptable third person to hear the dispute, and to agree on a time and location to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering information and hearing the dispute. Binding mediation or arbitration shall not be chosen as a dispute resolution method.

#### 8.01 ASSIGNMENT

Neither this AGREEMENT nor any right or duty, in whole or in part, of the CONSULTANT under this AGREEMENT may be assigned, delegated or subcontracted without the written consent of the DEPARTMENT.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the DEPARTMENT and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the DEPARTMENT and the CONSULTANT and not for the benefit of any of any other party.

#### 9.01 CANCELLATION; TERMINATION

A. The DEPARTMENT reserves the right to cancel this AGREEMENT in whole or in part, without penalty, due to non-appropriation of funds or for failure of the CONSULTANT to comply with terms,

conditions, or specifications of this AGREEMENT.

B. The DEPARTMENT may terminate this AGREEMENT for any reason at any time upon not less than 10 days' written notice to the CONSULTANT.

C. In the event of termination the DEPARTMENT shall pay the CONSULTANT for that portion of the work satisfactorily performed prior to the date of termination.

D. If this AGREEMENT is cancelled or terminated by the DEPARTMENT for reasons other than the failure of the CONSULTANT to comply with terms, conditions or specifications of this AGREEMENT, the CONSULTANT shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONSULTANT for commitments, which had become firm prior to the cancellation or termination.

E. Upon cancellation or termination under PARAGRAPH A. or B., above, the CONSULTANT shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and deliver or otherwise make available to the DEPARTMENT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in progress.

F. If any undisputed invoice shall not be paid within the payment terms of this AGREEMENT, CONSULTANT shall have the right, after giving seven (7) days written notice, to suspend all Services on the project until all accounts have been paid. If any overdue invoice shall not be paid within forty-five (45) calendar days after the date of the invoice, CONSULTANT shall have the right to terminate this AGREEMENT.

#### 10.01 DISCLOSURE

If a city official (as defined under section 3.02(l) of the Revised Municipal Code of the City of West Allis), a member of official's immediate family, or any organization in which a city official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this AGREEMENT, and if this AGREEMENT involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this AGREEMENT is voidable by the City unless appropriate disclosure is made according to section 3.5 of the Revised Municipal Code, before signing the AGREEMENT. Disclosures shall be made to the Ethics Board of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (Telephone 414-302-8200).

#### 11.01 ENTIRE AGREEMENT; AMENDMENTS

This AGREEMENT, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement between the parties and previous communications or agreements pertaining to the subject matter of this AGREEMENT are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this AGREEMENT, signed by both parties prior to the ending date of this AGREEMENT.

#### 12.01 FORCE MAJEURE

No party shall be responsible to the other party for any resulting losses and it shall not be a default of this Agreement if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, unusual adverse weather

conditions, or by any other cause not within the control of the party whose performance was interfered with and which by the exercise of reasonable diligence such party is unable to prevent, whether of the class of enumerate causes or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. Upon the occurrence of a force majeure, written notice to the other party shall be given as herein provided. If the period of non-performance exceeds thirty (30) days from the receipt of the notice, the party whose ability to perform has not been so affected may, by written notice, terminate this Agreement.

#### 13.01 INDEMNIFICATION; LIABILITY

A. The CONSULTANT agrees to defend, indemnify and hold harmless the DEPARTMENT and its agents, officers, directors, and employees from and against those claims, suits, damages, or losses incurred by DEPARTMENT, to the extent such claims, suits, damages or losses are caused by negligent acts or willful misconduct of CONSULTANT or its agents, officers, directors or employees. This agreement to indemnify, defend, and hold harmless shall not extend to any claims, suits, damages, or losses caused by the acts, omissions, or conduct of DEPARTMENT or any other person.

B. DEPARTMENT agrees to indemnify, defend and hold harmless CONSULTANT and its subcontractors, consultants, agents, directors, and employees from and against all claims, suits, damages, and losses, including, but not limited to, those claims, suits, damages, or losses caused or arising out of, relating to, or based upon: 1) the acts, omissions, or other conduct of DEPARTMENT; and 2) the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes acids, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere or on, onto, upon, in or into the surface or subsurface of soil, water or water course, objects, or any tangible or intangible matter, whether abated or not; except to the extent that such damage or loss is caused by the negligent acts or willful misconduct of CONSULTANT or its agents, officers, directors, or employees.

#### 14.01 INDEPENDENT CONTRACTOR

The DEPARTMENT agrees that the CONSULTANT shall have sole control of the method, hours worked, and time and manner of any performance under this AGREEMENT other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the AGREEMENT. The DEPARTMENT takes no responsibility for supervision or direction of the performance of the AGREEMENT to be performed by the CONSULTANT or the CONSULTANT'S employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the CONSULTANT'S employees or agents.

#### 15.01 REPORT AND DOCUMENTATION REQUIREMENTS

A. The CONSULTANT'S invoices will be reduced by the sums set forth below for each week that the CONSULTANT fails to submit a report or document required under this AGREEMENT'S time schedule unless the DEPARTMENT determines that such delay is attributable to a force majeure as defined in SECTION 8., above. These reductions shall accrue in the amount of 5% of the Work Order for the first week and 10% of the Work Order for each week thereafter, for each report or document, which is overdue.

B. Assessment of reductions under this SECTION does not preclude the DEPARTMENT from pursuing any other remedies or sanctions because of the CONSULTANT'S failure to comply with any of the terms of this AGREEMENT, including a suit to enforce the terms of this AGREEMENT.



C. With respect to any individual failure to submit a report or document required under this AGREEMENT'S time schedule, the DEPARTMENT may at its sole discretion, in whole or in part, waive its right to penalties otherwise due under this SECTION.

#### 16.01 NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this AGREEMENT does not constitute a waiver of any of the provisions of this AGREEMENT or a waiver of any default of the other party.

#### 17.01 OWNERSHIP OF DOCUMENTS

A. Upon completion of the services provided for in this AGREEMENT, or upon payment for services as provided for in SECTION 5., all reports, specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the DEPARTMENT.

B. CONSULTANT shall retain one copy of all documents for its file. Any documents generated by CONSULTANT used by the DEPARTMENT beyond the intended purpose shall be at the sole risk of the DEPARTMENT, unless otherwise agreed upon by CONSULTANT in writing. To the fullest extent permitted by law, DEPARTMENT shall indemnify, defend and hold harmless CONSULTANT, its subcontractors, consultants, officers, directors, employees and agents, for any loss or damages arising out of the unauthorized use of such documents by the DEPARTMENT.

#### 18.01 (Intentionally Left Blank)

#### 19.01. PERIOD OF AGREEMENT

This AGREEMENT shall commence upon its signing by both parties and shall follow the schedule developed herein, during which period all performance as described in this AGREEMENT shall be fully completed to the satisfaction of the DEPARTMENT.

#### 20.01 RELEASE OF INFORMATION

The CONSULTANT may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the DEPARTMENT, except as required by Federal or State regulations, or court order.

#### 21.01 SAFETY

The CONSULTANT shall initiate, maintain and provide supervision of safety precautions and programs for CONSULTANT'S own employees, and shall require its subcontractors or subconsultants to comply with state and local safety laws and regulations in connection with its services. However, the CONSULTANT is not responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the project site carried on by other persons or firms directly employed by the DEPARTMENT as separate consultants or contractors. The DEPARTMENT agrees to require any such separate consultants or contractors to comply with federal, state and local safety laws and regulations and to comply with all reasonable requests and directions of the CONSULTANT for the elimination or abatement of any safety hazards at the project site.

## 22.01 SITE ACCESS; DATA

A. Unless the Scope of Work provides otherwise, the DEPARTMENT shall obtain or provide reasonable access for the CONSULTANT to the project site when necessary and at any reasonable time requested.

B. The DEPARTMENT shall attempt to provide the CONSULTANT with all relevant data and information in its possession regarding the project site. However, in providing such data and information, the DEPARTMENT or the CONSULTANT assumes no responsibility for its accuracy, reliability or completeness.

## 23.01 STANDARD OF PERFORMANCE

The CONSULTANT'S services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

## 24.01 SURVIVAL

These General Terms and Conditions shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.

## 25.01 SUCCESSORS AND ASSIGNS

The DEPARTMENT and the CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this AGREEMENT.

## 26.01 TITLES

The headings or titles of SECTIONS of this AGREEMENT are used for convenience and ease of reference and are not intended to limit the scope or intent of the SECTIONS.

## 27.01 ACCESS TO RECORDS

A. The CONSULTANT and subcontractors to the CONSULTANT if any, agree to maintain for inspection by the DEPARTMENT all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this AGREEMENT and to make such materials available at their respective offices at all reasonable times during the life of the AGREEMENT and for three (3) years from the date of final payment under the AGREEMENT, and to furnish copies thereof if requested.

B. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the DEPARTMENT.

## 28.01 ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the work performed by the CONSULTANT under the AGREEMENT, and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without additional compensation.

#### 29.01 CONFLICT OF INTEREST

A. The CONSULTANT warrants it has no public or private interest, and shall not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the AGREEMENT.

B. The CONSULTANT shall not employ any person employed by the DEPARTMENT for any work included under the provisions of the AGREEMENT.

L/contract/ayres/12-19-06

**CITY OF WEST ALLIS  
INSURANCE REQUIREMENTS FOR CONSULTANTS**

**A. INSURANCE REQUIRED.**

Consultants shall purchase and maintain for the duration of the contract as required by the Department or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the Consultant. Some contracts may require Completed Operations, Professional Liability or other insurance beyond the contract term.

Any deductibles or self-insured retentions shall be identified to the Department; those which exceed \$10,000 must be declared to and approved by the Department. Department may require a review of the latest audited financial statements of the Consultant. At the option of the Department, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department or the City of West Allis, their officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Contract is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the Department. Department reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Contract until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the Department. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Department. For Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages shall be subject to all of the insurance requirements that are applicable to the Consultant. No subcontractor shall be permitted to commence work until all required coverages have been obtained and certificates and endorsements thereof are filed with the Department.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be born by the general Consultant and not the Department. Failure to maintain the required insurance may result in termination of this Contract at the option of the Department.

**B. GENERAL ENDORSEMENTS.**

The protection afforded by the required insurance policies under this Contract shall include, but shall not be limited to, the following:



1. Occurrence Based Policies. All required Liability insurance under this Contract shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Contract, the Department does not represent or warrant that coverage and limits will be adequate to protect the Consultant, subcontractor, their agents or any project engineer.
3. Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Cancellation. The policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after at least thirty (30) days prior written notice has been given to the Department.
5. Additional Insureds. The Department and the City of West Allis, their officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the Consultant's General Liability Insurance and Automobile Liability policies which insures the Department and City up to the required limits. Additional insured status shall be endorsed onto the respective insurance policy by the appropriate ISO Endorsement Form approved by the Department and executed by duly authorized agents of said carrier.
6. Primary Insurance. Consultant's insurance shall provide primary insurance to the Department, to the exclusion of any other insurance or self-insurance programs the Department may carry. Any insurance or self-insurance maintained by the Department shall be excess of the Consultant's insurance and shall not contribute to it.
7. Waiver of Subrogation. Consultant waives all rights against the Department and the City of West Allis, their officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the Consultant is required to carry pursuant to this Contract.
8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the Department.
9. Cross Liability. The required insurance coverages shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
10. Indemnification. The policies shall contain an acknowledgement by the underwriters that the Consultant shall indemnify and save harmless the Department and the City of West Allis against any and all claims resulting from the wrongful or negligent acts or omissions of the Consultant or other parties acting on its behalf under the Contract; and that the hold harmless assumption on the part of the Consultant shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees.

C. MINIMUM LIMITS AND OTHER PROVISIONS.

1. WORKER'S COMPENSATION INSURANCE.

Workers Compensation Insurance:

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All subcontractors and materialmen shall furnish to the Consultant and the Department certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the Consultant.

2. GENERAL LIABILITY INSURANCE.

a. Coverage. Coverages must include, but are not limited to the following:

"Occurrence" Coverage Form must be as broad as 1988 "Commercial General Liability" (form CG 00 01) and include the following:

Premises and Operations

Products and Completed Operations, applicable for at least one year following acceptance of the work

Personal Injury with Employment Exclusion deleted

Unlicensed Mobile Equipment

Explosion, Collapse and Underground Hazard Coverages

Blanket Contractual (Independent Consultant's Protective)

Broad Form Property Damage

Contingent Coverage for Subcontractors

Care, Custody and Control Coverages for City Owned or Purchased Materials at the Work Site

b. Minimum Limits of Liability:

Per Occurrence Limit: \$1,000,000

Policy Aggregate: \$2,000,000

Personal Injury Limit: \$1,000,000

Fire Damage Limit: \$ 50,000

Medical Expense Limit: \$ 5,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

- a. Coverage. Coverage must be as broad as CA 00 01 Ed. 1992) - Occurrence Form Code No. 1, "any auto".

Comprehensive Coverage for all Owned, Non-Owned or Hired Motor Vehicles driven by the employees of the Consultant or Subcontractors, including vehicles and equipment owned by the Department if used exclusively for the project.

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

Transportation by insured vehicles of pollutants, or toxic wastes (as determined by the EPA) shall require a minimum of the Pollution Liability Endorsement (CA9948) and/or the Motor Carrier Act Endorsement (MCA90) to address damages and clean-up costs.

- b. Minimum Limits of Liability:

Minimum Limits are the same as specifications for General Liability Insurance.

4. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

- a. Coverage. Standard form; coverage provided on a claims-made basis with at least one year extended reporting period; to include all liability assumed by the Consultant for the Project.

- b. Minimum Limits of Liability:

Minimum \$1 Million (project specific).

**CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT  
AMENDED WORK ORDER**

TO: AYRES ASSOCIATES

DATE: NOVEMBER 6, 2006

PROJECT: ATHLETIC FIELD DEVELOPMENT OF THE FORMER LANDFILL LOCATED AT  
11241 W. LINCOLN AVE.

SUBJECT: Environmental Assessment Services

In accordance with Resolution No. R-2006-0379 and the Agreement for Professional Services dated as of November 29, 2006 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated November 6, 2006.

Estimate: \$87,000

Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Work Order, including any attachments, is incorporated into the Agreement. All work defined in this Work Order and payment therefor shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Any modification(s) of this Work Order is subject to approval and acceptance pursuant to the Agreement.

Received and Approved:

DEPARTMENT OF DEVELOPMENT

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

Title: Director of Development

Date: 1-3-07

Issued:

CONSULTANT

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

Title: MANAGER - ENVIRONMENTAL SERVICES

Date: 1/8/07

**ATTACHMENTS:**

Scope of Services  
Hourly Rate Schedule 1-1-07

**COMPTROLLER'S CERTIFICATE**

Countersigned this 4 day of JANUARY, 2007  
and I certify that the necessary funds have been  
provided to pay the liability that may be  
incurred by the City of West Allis under this  
Contract.

\_\_\_\_\_  
Gary Schmid, Manager of Finance/Comptroller





November 6, 2006

Mr. John Stibal  
City of West Allis  
7525 W. Greenfield Avenue  
West Allis, 53214

Re: Future Athletic Fields Site Design and Engineering Services  
Lincoln Avenue West Allis Landfill

Dear John,

Ayres Associates would like to thank you for the opportunity to provide this scope of services and estimate for professional engineering services for the proposed athletic field development at the West Allis Landfill site located at 11241 West Lincoln Avenue. As per your request, we have included all services necessary to complete the project as presented to Ayres Associates in August 2004.

#### **Project Description**

Due to the existing circumstances surrounding the original capping of the landfill and this proposed development, the Wisconsin Department of Natural Resources (WDNR) was consulted regarding the permits and flood study work that may be necessary to complete this project. According to the WDNR, a Flood Insurance Study (FIS) was completed for Hale Creek in the early 1980's. In the mid 1990's the landfill site was capped with clay material and closed. How the placement of the clay cap affected the floodplain was never studied at that time. Review of the FIS maps and the Flood Boundary and Floodway Map (Effective Date: April 15, 1981) indicates the site is in the floodplain area. The WDNR has informed Ayres Associates that the FIS needs to be updated for the landfill closure activities, with results for this study indicating the need for updates for the soccer field activities too.

The proposed parking lot and driveway are assumed to be approximately two acres. Milwaukee Metropolitan Sewerage District (MMSD) Rules and Regulations Chapter 13 requires stormwater detention for all sites over one acre in size, therefore this site will need to address detention pond design.

Separate from the athletic field design issues are the landfill solid waste construction /permitting issues. The WDNR will need to be contacted to review the proposed site development, define construction requirements and restrictions on abandoned landfills and coordinate design aspects with WDNR, MMSD and SEWRPC.

The scope of services and fees listed in this document are the same we provided West Allis as it prepared its WDNR Brownfield Green Space and Public Facilities Grant application in 2006, with the exception of the Grant Administration Services.

CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT

**NOV 14 2006**

**RECEIVED**

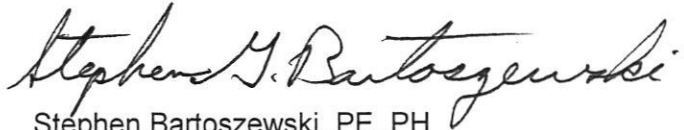
We appreciate the opportunity to continue working with the City of West Allis on the next phase of this project, which will provide many recreational benefits to the city for years to come. If you have any questions regarding this letter please give us a call at 262-522-4900.

Proposed by Consultant:

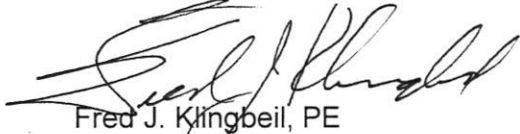
Ayres Associates Inc



Kristine K. Anderson, PE  
Civil Engineer



Stephen Bartoszewski, PE, PH  
Environmental Engineer



Fred J. Klingbeil, PE  
Vice President

## **Project Contacts**

Ayres Associates – Project Manager  
Kristine Anderson, PE  
N19 W24075 Riverwood Drive, Suite 300  
Waukesha, WI 53188  
262-522-4900

Ayres Associates – Project Coordinator  
Stephen Bartoszewski, PE, PH  
N19 W24075 Riverwood Drive, Suite 300  
Waukesha, WI 53188  
262-522-4924

## **Scope of Services – Civil Engineering**

### *Preliminary Soccer Field Design*

Develop a preliminary grading plan for soccer fields and walking path

Develop a preliminary grading plan for parking lots and drives

Develop a preliminary stormwater plan for the parking lots and drives including detention calculations and detention pond design

Write a stormwater management report for MMSD

Write preliminary construction specifications for bidding

Meet once with City to discuss preliminary designs

Meet and discuss with DNR the preliminary designs

### *Final Soccer Field Design*

Final Grading Plan for soccer fields, parking lots, and drives as per City/DNR comments

Final stormwater management plan for parking lots and drives including detention calculations and detention pond design as per City/DNR comments

Final stormwater management report for MMSD as per City comments

Final construction specifications for bidding as per City comments

Meet once with City to discuss final plans

QA/QC plan set

Fill out DNR Notice of Intent for construction for city signature

### Floodplain Analysis

Obtain, review, and use all available hydraulic models, FEMA maps, etc.  
Blend Ayres survey data (collected in 2005) with existing model  
Model floodplain base on existing conditions prior to landfill capping  
Meet and discuss with DNR to check existing conditions model (assume 2 meetings)  
Meet once with City to discuss DNR comments  
Model proposed site grading conditions to determine the 100 year flood elevations and floodplain extents  
Perform floodplain modeling iterations to refine the site grading plan  
Develop a preliminary site grading plan to determine the locations and volume of fill necessary to adequately raise the site above the proposed 100-year floodplain  
Delineate the proposed conditions floodplain on mapping incorporating the preliminary site grading plan  
Coordinate approvals from DNR and FEMA

### Bidding and Construction

Prepare construction specifications for bidding  
Prepare advertisement for bids  
Distribute bid documents to contractors  
Answer questions during bidding  
Write addendums as required  
Attend Bid opening  
Tabulate bids and write recommendation letter  
Attend pre-construction meeting  
Construction Administration (pay requests, change orders, etc)  
Construction observation (assume 6 hours/day for 6 weeks)  
Project Closeout Services

### Grant Administration Services (not included with original grant application)

Coordinate grant documentation, including but not limited to, invoices, reports, correspondence and general grant paperwork.



**Additional Services Not Included with Proposal**

Soil appropriation assistance

Extensions of sanitary sewer, water main, storm sewer, gas mains, electric lines or cable TV

Retaining wall design

Landscape design and lighting design can be provided as an additional service

Preparation of a Chapter 30 permit application and an Army Corps of Engineers 404 Permit are not included with this proposal

Preparation of plan and profile sheets

Plan review and/or permit submittal fees

Lift station design

Additional meetings with the City beyond the three designated in the scope will be considered extra services and will be billed for at current staff rate. Ayres Associates will submit a current rate sheet at the time the meetings are exceeded.

Additional meetings with the DNR beyond those listed above in the scope will be considered extra services and will be billed for at current staff rate. Ayres Associates will submit a current rate sheet at the time the meetings are exceeded.

**Owner's Responsibilities**

Owner shall designate in writing a person to act as Owner's representative

Owner shall furnish Ayres Associates all available pertinent information including but not limited to, property surveys, easements, right-of-way and utility surveys, and previous reports.

**Fee**

Ayres Associates, Inc. will perform the above scope of services at an hourly rate as per the attached Hourly Rates Schedule, January 1, 2007, and in an amount not to exceed \$87,000. Ayres Associates will not exceed this amount without prior authorization from the City of West Allis.

**AYRES ASSOCIATES**  
**HOURLY RATE SCHEDULE**  
**JANUARY 1, 2007**

<u>CLASSIFICATION</u>	<u>2006 CHARGE-OUT RATE</u>	<u>AVERAGE</u>
Manager 1	101.13 – 141.75	120.48
Engineer 3	85.33 – 115.38	102.00
Engineer 2	74.10 – 96.30	85.64
Engineer 1	68.97 – 74.34	71.21
Scientist	92.13 – 108.35	102.93
Surveyor	74.52 – 79.35	76.94
Real Estate Specialist	57.15 – 69.90	63.53
Technician 3	65.25 – 82.59	72.68
Technician 2	61.80 – 61.80	61.80
Technician 1	43.50 – 52.59	47.42
Clerical	41.34 – 54.00	49.13

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP ID - CO  
OWENA-1DATE (MM/DD/YYYY)  
01/18/07

## PRODUCER

Johnson Insurance - Madison  
525 Junction Road  
Madison WI 53717  
Phone: 608-203-3880 Fax: 262-619-2805

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

## INSURED

Ayres Associates Inc.  
3433 Oakwood Hills Pkwy.  
Eau Claire WI 54702

INSURER A: **CNA Insurance****20427C**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU- TORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
<b>A</b>	<b>Prof Liability</b>	<b>AEA2540255050</b>	<b>06/30/06</b>	<b>06/30/07</b>	<b>Ea Claim</b>	<b>\$5,000,00</b>
					<b>Aggregate</b>	<b>\$5,000,00</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**Claims Made - Environmental Coverage Included.**

## CERTIFICATE HOLDER

City of West Allis  
Dept. of Development  
John Stibal  
7525 W Greenfield Ave  
West Allis WI 53214

CITYWE3

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

