

42.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2008-0076      Resolution      In Committee

Resolution approving a professional services contract with STS/AECOM for environmental consulting services related to the U.S. Environmental Protection Agency Grants in the amount not to exceed \$390,000.

Introduced: 3/18/2008

Controlling Body: Safety & Development Committee

Sponsor(s): Safety & Development Committee

### COMMITTEE RECOMMENDATION

*ADOPT*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>3/18/08</u>			Barczak				<input checked="" type="checkbox"/>
			Czaplewski				
			Dobrowski				
			Kopplin				
			Lajsic				
			Narlock				
			Reinke				
			Sengstock				
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Vitale				
			Weigel				
			TOTAL	<u>4</u>	<u>0</u>		

### SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION

*adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>3/18/08</u>			Barczak				
			Czaplewski	<input checked="" type="checkbox"/>			
			Dobrowski	<input checked="" type="checkbox"/>			
			Kopplin	<input checked="" type="checkbox"/>			
			Lajsic	<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>	Narlock	<input checked="" type="checkbox"/>			
			Reinke	<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		Sengstock	<input checked="" type="checkbox"/>			
			Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>9</u>	<u>1</u>		

Dev.  
Chris Phinney, Finance

**STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL  
2004**

**ADMINISTRATION & FINANCE**

Chair: Michael J. Czaplewski  
Vice-Chair: Martin J. Weigel  
Gary T. Barczak  
Thomas G. Lajsic  
Rosalie L. Reinke

**PUBLIC WORKS**

Chair: Richard F. Narlock  
Vice-Chair: Linda A. Dobrowski  
Kurt E. Kopplin  
Vincent Vitale  
James W. Sengstock

**SAFETY & DEVELOPMENT**

Chair: Thomas G. Lajsic  
Vice-Chair: Vincent Vitale  
Gary T. Barczak  
Martin J. Weigel  
Rosalie L. Reinke

**LICENSE & HEALTH**

Chair: Kurt E. Kopplin  
Vice-Chair: James W. Sengstock  
Linda A. Dobrowski  
Richard F. Narlock  
Michael J. Czaplewski

**ADVISORY**

Chair: Rosalie L. Reinke  
Vice-Chair: Gary T. Barczak  
Linda A. Dobrowski  
Vincent Vitale  
Martin J. Weigel





# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2008-0076**

**Final Action:**

**Sponsor(s):** Safety & Development Committee

**MAR 18 2008**

Resolution approving a professional services contract with STS/AECOM for environmental consulting services related to the U.S. Environmental Protection Agency Grants in the amount not to exceed \$390,000.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority"), by the Department of Development, has received two U.S. EPA Brownfield Assessment Grants totaling \$200,000 each for hazardous and petroleum assessments; and,

WHEREAS, the City of West Allis conducted a Request for Proposals to select an environmental consulting firm to perform the scope of work associated with grants.

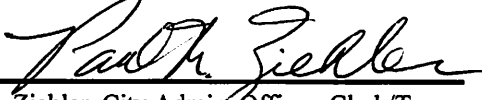
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

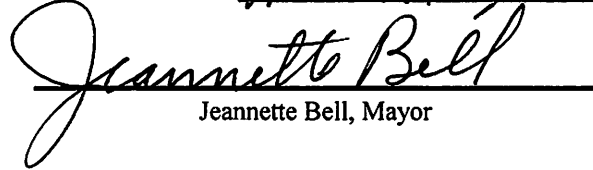
1. That the contract, hereby attached and made a part hereof, is hereby approved.
2. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Amendment, including any and all attachments, exhibits, 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.
2. That the Department of Development of the City of West Allis, by its Director, its designee, be and is hereby authorized and directed to execute and deliver the aforesaid Contract on behalf of the City of West Allis.
3. That the sum, not to exceed \$390,000 be and is hereby appropriated from the U.S. EPA Grants for said professional services contract with STS/AECOM.
4. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Amendment, 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.

cc: Department of Development  
Chris Phinney, Grants Accounting Specialist

Dev-R-499-3-18-08\bjb

**ADOPTED** MAR 18 2008  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED** March 19 2008  
  
Jeannette Bell, Mayor

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

THIS AGREEMENT is entered into on this 19 day of March 2008 by and between the DEPARTMENT OF DEVELOPMENT OF THE CITY OF WEST ALLIS, Wisconsin (the "Department") and STS/AECOM (the "Consultant").

WITNESSETH:

WHEREAS, the Department has solicited proposals from qualified persons to furnish professional environmental assessment services for Environmental Brownfield Assessment Project (the "Project"); and,

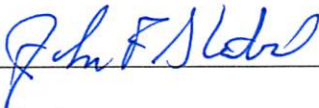
WHEREAS, Consultant has submitted a proposal to provide such services; and,

WHEREAS, the City 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.

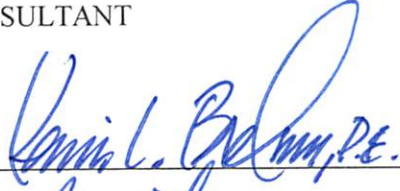
NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree as set forth in the following pages, exhibits and schedules which are annexed hereto and made a part hereof.

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

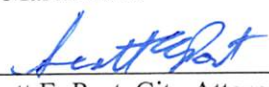
DEPARTMENT OF DEVELOPMENT  
CITY OF WEST ALLIS, WISCONSIN

By:   
Title: Director  
Date: 3-19-08

CONSULTANT

By:   
Title: Associate  
Date: 3/21/08

ATTACHMENTS:  
GENERAL CONDITIONS OF AGREEMENT  
INSURANCE REQUIREMENTS  
PROCEED ORDER  
SCOPE OF SERVICES  
CONSULTANTS HOURLY RATES

Approved as to form this 17 day  
of March 2008  
  
Scott E. Post, City Attorney

COMPTROLLER'S CERTIFICATE  
Countersigned this 19 day of March 2008  
and I certify that the necessary funds have been  
provided to pay the liability that may be  
incurred by the Department of Development under  
this Contract.

  
Gary Schmid, Manager of Finance/Comptroller

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

CONSULTANT: STS/AECOM

PROJECT: ENVIRONMENTAL BROWNFIELD ASSESSMENT PROJECT

**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 Three Hundred Ninety Thousand Dollars (\$390,000.00).

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(1) 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 their 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.] [For environmental services only.]

### 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 OWNERSHIP OF WASTES [Environmental Contract Only]

The DEPARTMENT acknowledges that the CONSULTANT is not, by virtue of this AGREEMENT, the owner or generator of any waste materials generated as a result of the services performed by the CONSULTANT under this AGREEMENT.

## 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.

**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 policy which insures the Department and City up to the required limits. Additional insured status shall be endorsed onto the 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  
PROCEED ORDER**

TO: STS/AECOM  
DATE: March 17, 2008  
PROJECT: ENVIRONMENTAL BROWNFIELD ASSESSMENT  
SUBJECT: ENVIRONMENTAL BROWNFIELD ASSESSMENT

In accordance with Resolution Number R-2008-0076 and the Agreement for Professional Services dated as of \_\_\_\_\_ (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services  
Estimate: \$390,000.00  
Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Proceed Order, including any attachments, is incorporated into the Agreement. All work defined in this Proceed 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 Proceed Order is subject to approval and acceptance pursuant to the Agreement.

Received and Approved:

DEPARTMENT OF DEVELOPMENT

By: 

Title: Director

Date: 3-19-08

Issued:

CONSULTANT

By: 

Title: Associate

Date: 3/21/08

ATTACHMENTS:

Scope of Services  
Consultant Hourly Rate

## Exhibit A

### Scope of Services

STS has identified the scope of services for the Environmental Brownfield Assessment project. The following subsections discuss the project scope of services and proposed methodology associated with each task.

#### **Task 1 – Phase I Environmental Site Assessments**

STS will conduct up to 15 Phase I Environmental Site Assessments (ESA), as requested by the City. Each Phase I ESA will be conducted in accordance with ASTM Standard 1527-05 which is compliant with the EPA's All Appropriate Inquiry rule. The Phase I ESA will identify Recognized Environmental Conditions (RECs), as defined by the ASTM standard. STS may also recommend that WDNR file reviews be conducted, as appropriate, and these could be either incorporated into the Phase I report or issued as a separate review document.

#### **Task 2 – Quality Assurance Project Plans and Phase II Environmental Site Assessments**

STS will conduct Phase II ESAs where the Phase I ESA identifies that additional investigation is warranted and when authorized by the City. Prior to commencement of any of the Phase II ESAs, STS will prepare a Quality Assurance Project Plan, suitable for use on any of the City's Brownfield sites that will be investigated as part of this grant award. STS will participate with the City in the USEPA-required pre-QAPP conference call with the USEPA and WDNR. STS will then prepare the QAPP, incorporating previously approved QAPPs that STS has developed in conjunction with any additional information gleaned from the pre-QAPP conference call. These will be submitted to EPA and WDNR for approval prior to conducting field and laboratory work. A site-specific Field Sampling Plan and Health and Safety Plan will also be prepared for each site where a Phase II is anticipated. These plans will also be submitted to EPA and WDNR for their approval, as required. The scope of services for each Phase II ESA will be dependant on the findings of the respective Phase I ESA, but is expected to include, at a minimum, soil and groundwater sampling and laboratory analysis for contaminants of concern. In addition, asbestos testing and/or soil vapor sampling may also be recommended, if appropriate. STS may also conduct geotechnical evaluations of the soil concurrently with environmental assessment, if desired by the City. This may further position sites for redevelopment, while only adding a slight incremental cost to the assessment. Site-specific Phase II reports will be prepared upon completion of field activities and receipt of analytical data. One draft will be available for City comment prior to issuing a final report to EPA and WDNR. Additional site investigation may be recommended, based on the findings of the Phase II ESA, to determine the degree and extent of contamination. Additional site investigation will be completed under this task and will be conducted under the applicable NR700 WAC requirements. The site investigation is also anticipated to be completed under this task.

#### **Task 3 – Remedial Action Plans and Remedial Action Options Reports**

STS will evaluate remedial options to determine cost-effective approaches suitable to the proposed redevelopment of the subject property. STS will work closely with the City, EPA and WDNR to assure that appropriate options are evaluated that consider the degree and extent of the contamination as well as the proposed site redevelopment plans.

#### **Task 4 - Community/Public Involvement**

STS will support the City in their efforts to keep the community informed of their progress on Brownfield Assessment. We anticipate that this may involve preparation of presentation materials, such as hand-outs, Power-Point presentations and/or poster boards. STS can also assist the City in preparing documents for inclusion on their website, as an additional means of providing the Community with information on this Brownfield Assessment project. STS will also be available for public meetings to answer questions or conduct technical presentations to the community. Community outreach may also include meeting with developers interested in particular properties as the City learns of such interest during the grant period.

#### **Ongoing Project Requirements**

STS will provide invoices and project progress reports on a monthly basis. Progress reports will summarize activities completed during the previous month as well as activities that are in progress or planned during the following month. Invoices will be prepared in a format that is acceptable to the City including referencing the City's purchase order number. Backup on expenses and subcontractor invoices will be maintained by STS and will be available to the City on request. In addition, STS anticipates that several project meetings may be required by the City during the course of this project and intends to provide support for these meetings, as requested.

**FEE SCHEDULE**

**ENVIRONMENTAL SERVICES**

Charges for technical personnel will be made for time spent in the field, in consultation, in preparation of reports and invoices, in administrating contracts and project coordination, and in traveling.

\*Overtime will be charged after 8 hours per day; before 7:00 am and after 6:00 pm Monday through Friday; or all day Saturday--technical rate x 1.25. Doubletime will be charged on Sundays or Holidays--technical rate x 2.

Expert Witness Testimony will be billed at the rates shown here x 1.5.

Laboratory test programs will be identified in our proposal and billed out on a lump sum basis. Additional laboratory work will be billed on the following hourly basis plus expenses, expendables and equipment.

The cost of equipment to complete the project will be identified in our proposal.

Drill rig rates include two (2) persons. Additional persons will be charged according to the technical classifications.

**Technical Classifications Grade**

Senior Principal	Per Hour	\$	160.00
Principal	Per Hour	\$	145.00
Associate	Per Hour	\$	135.00
Senior Consultant	Per Hour	\$	120.00
Consultant	Per Hour	\$	100.00
Technical Project Staff	Per Hour	\$	90.00
Technical Staff	Per Hour	\$	75.00
CAD Specialist	Per Hour	\$	70.00
Technical Support Staff*	Per Hour	\$	48.00
Senior Technician*	Per Hour	\$	65.00
Technician*	Per Hour	\$	55.00
Survey Crew Chief	Per Hour	\$	65.00
Survey Technician	Per Hour	\$	55.00

**Technical Support Services**

**Site Safety**

Personnel Prot.: Level D	Per Person Per Day	\$	60.00
Personnel Prot.: Level C	Per Person Per Day	\$	170.00
Personnel Protection: Level B			Upon Request

**Expenses and Expendables**

All Expenses to Complete the Project **		Cost + 15%
	Per Mile	\$ 0.60
All Expendables to Complete the Project		Cost + 15%

Wisconsin Sciences -1/08 W08EV2

STS



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2008-0076**

**Final Action:**

**Sponsor(s):** Safety & Development Committee

**MAR 18 2008**

Resolution approving a professional services contract with STS/AECOM for environmental consulting services related to the U.S. Environmental Protection Agency Grants in the amount not to exceed \$390,000.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority"), by the Department of Development, has received two U.S. EPA Brownfield Assessment Grants totaling \$200,000 each for hazardous and petroleum assessments; and,

WHEREAS, the City of West Allis conducted a Request for Proposals to select an environmental consulting firm to perform the scope of work associated with grants.

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

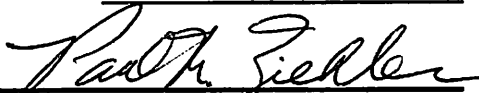
1. That the contract, hereby attached and made a part hereof, is hereby approved.
2. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Amendment, including any and all attachments, exhibits, 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.
2. That the Department of Development of the City of West Allis, by its Director, its designee, be and is hereby authorized and directed to execute and deliver the aforesaid Contract on behalf of the City of West Allis.
3. That the sum, not to exceed \$390,000 be and is hereby appropriated from the U.S. EPA Grants for said professional services contract with STS/AECOM.
4. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Amendment, 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.

cc: Department of Development  
Chris Phinney, Grants Accounting Specialist

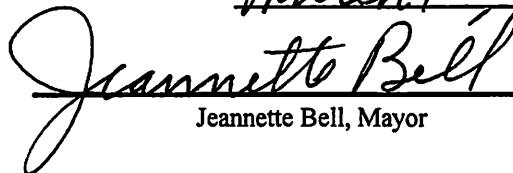
Dev-R-499-3-18-08\bjb

ADOPTED MAR 18 2008



Paul M. Ziebler, City Admin. Officer, Clerk/Treas.

APPROVED March 19 2008



Jeannette Bell, Mayor

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
LOS-000615287-01

**PRODUCER**  
Marsh Risk & Insurance Services  
CA License #0437153  
777 South Figueroa Street  
Los Angeles, CA 90017  
Attn: Lori Bryson (213)-346-5464

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

06510 -STSPF-CAS-07-08      STS      DZIMM MILWA WI

### COMPANIES AFFORDING COVERAGE

- COMPANY  
A ACE American Insurance Company
- COMPANY  
B
- COMPANY  
C Illinois Union Insurance Company
- COMPANY  
D American Home Assurance Company

**INSURED**  
STS Acquisition Co.  
DBA STS Consultants Ltd.  
11425 West Lake Park Drive, Suite 100  
Milwaukee, WI 53224

### COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	"HDO G2372733A"	07/01/07	04/01/08	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	"ISA H08222939"	07/01/07	04/01/08	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" 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 \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
D	EXCESS LIABILITY	"BE 9834761"	07/01/07	04/01/08	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	<input type="checkbox"/> INCL				EL EACH ACCIDENT \$
	<input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
C	OTHER ARCHITECTS & ENG. PROFESSIONAL LIAB.	EON G21654693 002 "CLAIMS MADE"	04/01/07	04/01/08	\$1,000,000 PER CLAIM/AGGREGATE DEFENSE INCLUDED

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: STS Project No. 200801213 / CITY OF WEST ALLIS IS NAMED AS ADDITIONAL INSURED FOR GL, AL & UMB COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. A WAIVER OF SUBROGATION IS PROVIDED FOR THE GENERAL LIABILITY COVERAGE.

### CERTIFICATE HOLDER

CITY OF WEST ALLIS  
ATTN: DIANE MALINGER  
7525 W. GREENFIELD AVENUE  
WEST ALLIS, WI 53214

### CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE  
Marsh Risk & Insurance Services  
BY: David Denihan

*David Denihan*

MM1(3/02)

VALID AS OF:03/11/08