

2005
CITY OF WEST ALLIS
DEPARTMENT OF ADMINISTRATION & FINANCE
STANDARD FORM OF AGREEMENT
FOR
PROFESSIONAL SERVICES

CONSULTANT: WISCONSIN COMMUNITY SERVICES, INC.

PROJECT: WEST ALLIS MEDIATION CENTER

This AGREEMENT covers the furnishing of professional services related to the West Allis Mediation Center activities.

SECTION 1 - SERVICES

1.01 SERVICES

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

B. Payment for Services shall be made in accordance with Section 2 of this Agreement.

SECTION 2 - PAYMENT

2.01 PAYMENT

A. DEPARTMENT shall pay CONSULTANT for Services rendered under Section 1 as outlined in Exhibit A on a monthly basis upon receipt of an invoice.

2.02 TIME OF PAYMENT

A. CONSULTANT shall submit monthly statements on or before the tenth of the month for Services rendered. The DEPARTMENT shall make prompt payment on or before the tenth of the month following the date of the CONSULTANT monthly statement.

SECTION 3 - TIME OF PERFORMANCE

3.01 COMMENCEMENT OF WORK

A. CONSULTANT shall commence the work to be performed under this Agreement on January 1, 2005, and upon execution of this Agreement.

B. Additional Services shall be commenced at and 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.

3.02 COMPLETION OF WORK

A. CONSULTANT shall complete the work to be performed under this Agreement by December 31, 2005.

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

C. In November of 2005, both parties will meet to evaluate the program to determine if it is in the interest of both parties to renew this Agreement. If it is determined that it is in the best interest of both parties to continue the contract, a new Agreement, incorporating any necessary changes, will be negotiated at that time for 2006.