



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2013-0098**

**Final Action:**

**APR 16 2013**

**Sponsor(s):** Administration & Finance Committee

Resolution approving an agreement with Willis Consulting regarding a Claims Audit in the amount of \$25,000.

WHEREAS, the City of West Allis provides health insurance coverage to its employees, certain retirees, and their dependents; and

WHEREAS, it is in the best interest of the City to periodically conduct a claims audit to determine the accuracy of payment of health insurance claims under the City's health insurance plan provisions; and

WHEREAS, the City's health insurance consultant, Willis, Inc., provides such audit claims services and is thoroughly familiar with the City's health insurance program; and

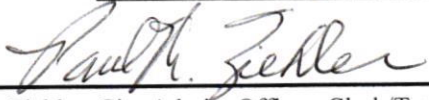
WHEREAS, Willis, Inc. has indicated a willingness to provide said audit claims services at a fair and reasonable price of \$25,000; and


NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached consulting agreement with Willis, Inc. for the claims audit be and is hereby approved.

BE IT FURTHER RESOLVED 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 Agreement, 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 by the Common Council of the City of West Allis that the proper City officials are hereby authorized and directed to execute said agreement on behalf of the City.

ADM\ORDRES\ADMR444

ADOPTED APR 16 2013  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 4/19/13  
  
Dan Devine, Mayor

# Willis

April 16, 2013

Paul Ziehler  
City Administrative Officer and Clerk/Treasurer  
City of West Allis  
7525 W. Greenfield  
West Allis WI 53214

Dear Mr. Ziehler,

Willis of Tennessee ("WILLIS") sincerely appreciates the opportunity to present to you our proposal to perform our claims auditing services for the City of West Allis ("WEST ALLIS"). The proposal that was previously submitted (and dated April 16, 2013) outlines our understanding of your needs, our services, the engagement timeline and the professional fees for this audit engagement. This engagement letter will now serve to bind the proposal terms and allow the audit to be initiated.

After reviewing the proposal, we hope that you share our belief that we have the expertise necessary for providing exceptional consulting services to you. We anticipate that the process outlined in the proposal will provide a detailed account of the financial accuracy of the medical and pharmacy claims being processed by WEST ALLIS's TPA (Humana). Additionally, we expect this engagement will result in the identification of payment errors existing in the historical claims processed by the TPA. Finally, we expect this engagement will provide an ongoing, residual value as the underlying reasons for any payment errors identified will be addressed by the TPA and minimized in the future.

If you agree with the terms set forth in the audit proposal dated April 16, 2013, please acknowledge by signing and returning a copy of this letter. Should you have any questions regarding our proposed approach to this project, please feel free to contact me or Erin Jeffrey.

Thank you again for your interest and for providing us this auditing opportunity.

Sincerely,

James Duncan  
Account Executive  
Willis of Tennessee, Inc.

**ACKNOWLEDGED AND ACCEPTED**

\_\_\_\_\_  
Paul Ziehler  
City Administrative Officer and Clerk/Treasurer  
City of West Allis

\_\_\_\_\_  
Date

PROPOSAL TO PROVIDE  
CLAIMS AUDITING SERVICES  
FOR  
*THE CITY OF WEST ALLIS*

*April 16, 2013*

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## ***BACKGROUND***

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The City of West Allis ("WEST ALLIS") is self-insured for its healthcare benefits with approximately 1,000 subscribers (employees and retirees) with claims being processed by Humana ("TPA"). Since WEST ALLIS is interested in confirming that the TPA is in compliance with industry standards for processing medical and pharmacy claims, WEST ALLIS is interested in having these claims payments audited for financial accuracy and would like any existing payment errors to be identified for claims paid during the audit period.

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## ***PROJECT SCOPE***

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### **Audit of Claims Payments**

WILLIS will perform a systematic audit to determine the financial accuracy of the claims processed by WEST ALLIS's TPA. In addition, WILLIS will work with the TPA to identify overpayments that have occurred on WEST ALLIS's account. The audit period will include claims paid from 3/1/2011 through 2/28/2013 and will focus on determining if health care claims have consistently been processed and paid correctly. The following list represents the general areas that are tested during the course of this review:

- Data Quality and Integrity
- Duplicates Testing
- Eligibility and Enrollment
- Plan Document Compliance
- Payment and Pricing Analysis
- Other Items per Client Guidance

As part of this review, we will obtain an electronic file containing all claims processed on behalf of WEST ALLIS for the audit period. We will also obtain an electronic file of all enrollment information from the TPA, and also from WEST ALLIS (if available). These electronic data files will be subjected to a series of systematic edits and tests to determine financial and procedural accuracy as well as to identify exceptions to the plan document and contractual arrangements. WILLIS will then analyze the data and work through questions with the TPA on the preliminary findings seen in the data. WILLIS will then produce preliminary reports of our findings. These resulting reports will be reviewed and quantified by WILLIS and then submitted to the TPA and WEST ALLIS as a project update. Once the TPA and WEST ALLIS have reviewed and agreed upon these findings, WILLIS will generate reports that show the TPA the claims level detail necessary for recouping claims overpayments on WEST ALLIS's behalf. In addition, WILLIS will work with the TPA on answering any questions regarding these identified overpayments and help facilitate the normal process that the TPA currently use when addressing overpayments. After the conclusion of our field work, WILLIS will deliver a final

report showing the financial and procedural accuracy determined in this audit, as well as the claims overpayments identified and submitted for recoupment with the TPA.

WILLIS will indemnify and hold harmless WEST ALLIS, its officers, directors, employees and agents from any claims, liabilities, fines or penalties ("Claims"), and any legal defense costs associated with any Claims, that arise out of any failure by WILLIS to comply with the Administrative Simplification requirements of HIPAA as set forth in Title 45, Parts 160 and 164.

WILLIS shall not be liable for any breach of or failure to perform this agreement except to the extent such breach or failure is due to WILLIS' negligence or willful misconduct. For any claim arising out of this agreement or the services provided by WILLIS hereunder, whether such claim is based in contract or in tort the aggregate liability of WILLIS for any such claim shall be limited to the lesser of 3 times the amount of remuneration that WILLIS receives for providing services pursuant to this agreement or \$1 million. Furthermore, any claim arising out of this agreement shall be governed by the laws of Wisconsin and any dispute shall be finally resolved by the appropriate venue in Wisconsin. The provisions of this paragraph will survive termination of this Agreement.

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### *PROJECT TIMING AND STAFFING*

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We are prepared to begin this project upon execution of this engagement letter. We anticipate completing a preliminary report on financial accuracy within 12 weeks of receiving the claims data with recoupment of overpayments taking additional time to finalize. The overall time required to complete this project is highly contingent upon and subject to change based on the cooperation of the TPA in supplying timely data and responses to our questions. In the event the TPA is responding to our requests in a slower than expected manner, we will discuss this with the TPA and WEST ALLIS to determine the proper action needed to expedite the process. On the following page is the projected timeline for this engagement:

**PROPOSED TIMELINE**

**Project Timeline**

Action Step	Apr '13	May/Jun	Jul	Aug	Sep	Oct
Review Proposal/Execute Engagement Letter						
Information Request for TPA						
Receive Data and Resolve any Concerns						
Analyze Data and Run Preliminary Reports						
Onsite Audit of TPA						
Confirm Identified Overpayments & Address Questions on Financial & Procedural Accuracy						
Submit Overpayments Verified by TPA for Recovery						
Draft Report Completed & Sent to TPA for Comments						
Finalize & Submit Report to TPA & WEST ALLIS						
Monitor Recovery of Overpayments & Ensure Any Identified Issues Being Addressed						
Update Communications to WEST ALLIS (as necessary)						

WILLIS will staff this engagement with only our most experienced personnel (please see complete Biographies for each team member following this proposal before the additional attachments). Below is our proposed project team:

**James Duncan, Account Executive**, will serve as the Client Service Executive on this project. He will be involved throughout this process to ensure the appropriateness of each project step, that each project milestone is completed on time, and that the quality of all work meets and/or exceeds WEST ALLIS's expectations. James has over 14 years of experience working with providers, payers and large self-insured organizations.

**Will Aclin, Consulting Manager**, will serve as the Project Manager to ensure that each aspect of this engagement gets coordinated and executed on time, and that all milestones are met to the satisfaction of WEST ALLIS. Will has over 10 years of experience working with hospital systems, health plans, government health programs, and large self-insured organizations.

Other WILLIS professionals will be utilized, as necessary, to complete this project.



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***PROFESSIONAL FEES AND EXPENSES***

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An initial amount of \$12,500 for professional fees will be billed and due by July 1, 2013 after the execution of the acceptance letter accompanying this proposal. A final billing of \$12,500 will be billed and due by October 31, 2013, to coincide with the completion of this project.

Included in these fees are reasonable travel related expenses (i.e. rental car, airline tickets, hotels, meals, etc.) with any additional fees subject to negotiation and WEST ALLIS's approval.

*ATTACHMENT A*

*TEAM BIOS*

**JAMES DUNCAN**  
**ACCOUNT EXECUTIVE – WILLIS TPA AUDITING SERVICES**

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**General Experience:**

Mr. Duncan has over fourteen years of experience working with both providers and payers in the managed care industry. He has specialized in assisting his clients in the areas of auditing transactional data, network development, information management and operational consulting. He helped develop a statewide network for AETNA Health Plans of Arizona in his capacity as Sr. Network Administrator and has assisted several MCOs, Hospitals and Physician Groups with contracting issues. Regarding his information management expertise, he has established medical economics functions at several MCO clients which have identified millions of dollars of payment errors, and has worked with payment data for most of the major payers including Aetna, BCBS, CIGNA, etc. Additionally, he has published articles and delivered several industry presentations, as well as testifying as a managed care expert. Recently, he started a company that focused on large self-insured employers (Anderson News, Sea Ray Boats, State of Arizona, Wal-Mart) to generate new strategies for controlling healthcare expenses by auditing data processed by TPA. He is currently pursuing this interest as an Account Executive for Willis TPA Auditing Services in Nashville, TN.



**Audit Experience:**

Auditing transactional data for the following payers:

- Access MedPlus, Aetna, American Republic, Anthem, Ascent Assurance, BCBS, CIGNA, HighMark, Humana, Integrity Health Care, PHP/Cariten, PrimeHealth, Tennessee Health Partnership, Trigon, United Healthcare, Vanderbilt Health Plans, Wausau Benefits, etc.

Auditing claims data for the following self-insured employers:

- Allstate Insurance, Anderson News, Cracker Barrel Old Country Stores, Goody's Family Clothing, District, Moll Industries, Rogers Group, Ruby Tuesdays, Sea Ray Boats, State of Nevada, Wal-Mart, etc.

**Communications Experience:**

- Frequent Speaker for Employee Benefit News organization at annual Benefits Management Forum & Expo & 2004 Institute of Internal Auditors Conference. Speaker for 2001 Axia Individual Health Forum, etc.
- Articles written for Employee Benefit News magazine, Leading Edge Alliance, and Nashville and Memphis Medical News, etc.
- Litigation support as managed care expert in several cases including expert report and testimony in lawsuit involving E&Y tried before arbitration panel involving Judge William Webster (former CIA Director).

**Education:**

Mr. Duncan holds a Masters of Business Administration in Accounting and MIS from the University of Illinois and a Bachelors of Science in Finance with High Honors from the University of Tennessee.

**WILLIAM W. ACLIN**  
**PROJECT MANAGER, WILLIS TPA AUDITING SERVICES**

**General Experience:**

Mr. Aclyn has over 12 years of experience working with commercial and employer-based health plans, government health programs, hospital systems, and physician organizations. He concentrates his consulting efforts in the area of corporate health plan management and operations. His areas of expertise include financial reimbursement recovery and optimization strategies, healthcare cost containment strategy, financial modeling, healthcare regulatory issues, process improvement/redesign and automation initiatives, database development and implementation, and litigation support. Previous to his work in healthcare consulting, Mr. Aclyn held management positions with a regional health plan organization and a regional health system.



**Audit Experience:**

Auditing transactional data for the following payers:

- Aetna, BlueCross BlueShield, United HealthCare, CIGNA, PHP/Cariten (Tennessee), PrimeHealth (Alabama), Tennessee Health Partnership, Vanderbilt Health Plans, Health First Health Plans (Florida), John Deere Health Plans, American Medical Security, Mutual of Omaha, etc.

Auditing claims data for the following self-insured employers:

- Allstate Insurance, Anderson News, Cracker Barrel Old Country Stores, Hanson Building Materials of America, LG.Philips Displays, Shoney's/Captain D's , T-Mobile, USA Truck, etc.

**Education:**

Mr. Aclyn holds a Master of Business Administration with Concentrations in Finance and Health Care Management from the University of Tennessee and a Bachelor of Science in Public Administration from the University of Arkansas. Mr. Aclyn continues to stay on the forefront of health care issues facing large corporations through his yearly continuing education schedule.

**Personal/Community:**

Mr. Aclyn is active in and continues to support many professional and civic organizations, including:

- Nashville Health Care Council
- Healthcare Financial Management Association (HFMA)
- American College of Healthcare Executives (ACHE)
- Middle Tennessee Healthcare Executives
- Leadership Health Care (formerly *Young Healthcare Leaders*)
- Actively supports the following:
  - Big Brothers, Big Sisters of Middle Tennessee
  - American Heart Association
  - Juvenile Diabetes Foundation
  - Tomorrow Fund
  - YMCA of Middle Tennessee

A native of Arkansas, Mr. Aclyn resides with his family in Nashville, TN.

*Willis Auditing Services*

*ATTACHMENT B*  
*WILLIS COMPANY BACKGROUND*  
*AND EXPERIENCE*

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## *COMPANY BACKGROUND AND EXPERIENCE*

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### **History of Willis Group**

The history of Willis can be traced to the early 19th century with the founding of three London firms, Henry Willis & Co, Faber Brothers, and Dumas & Wylie, the first two of which merged in 1897 to form Willis, Faber & Co. When that firm was joined by Dumas & Wylie, in 1928, Willis, Faber & Dumas Limited came into being. In New York in 1905, the origins of Corroon & Black were established. In 1990, the merger of Willis, Faber & Dumas and Corroon & Black created Willis Corroon which was ultimately taken private in a buyout in 1998 by Kohlberg Kravis Roberts & Co. and a consortium of six insurance companies including AXA, Chubb, Hartford, Royal Sun Alliance, Tokio Marine and Travelers. The following year, the entire operation was renamed Willis Group Limited and in June of 2001, the Group returned to the public ownership arena with an initial public offering (IPO). The Willis Group is now listed on the New York Stock Exchange under ticker symbol WSH.

Willis Group Limited, headquartered in London, is one of the only three major risk management and insurance intermediaries that operate on a worldwide basis. The Group, together with its associates employs 13,300 people and is represented through a network of 300 offices in 80 countries.

Willis of Nashville is part of the Willis North America business unit. In the early 1960's, Willis of Nashville opened its office as a start up operation. In those early days, we were known as Corroon and Black. Currently, the Nashville office consists of 105 professionals specializing in all areas of risk management, insurance, bonding and employee benefits.

Willis – Nashville has evolved as a flagship office of the The Willis Group. Our staff has won the coveted Robert F. Corroon Award for top retail office in the United States three times in the last 10 years. Our success lies in an unusual blend of talents, an entrepreneurial team organization, an extremely dynamic and creative style, strong work ethic and a continuing realization that our clients are the reason for our existence.

It is an exciting time at Willis. Joe Plumeri, who had recently retired following a successful career at Citigroup, was appointed Chairman in October 2000 and, under his vigorous leadership, the Group has embarked on its next stage of growth and development. In February of 2001, Mr. Plumeri published the Willis Vision and our Core Values. Our vision describes our firm's management philosophy, service commitment and the goals every Willis associate aspires to achieve, no matter where they are in the world. Our core values describe the attitudes and the behaviors we believe are central to achieving our vision which is vital to the success of our clients.

## The Willis Vision

To create a truly great company, we believe in:



### **1. One Flag**

To make this company great we will all work together as a team: we will support one vision for our company and work towards a shared direction. Working with each other under one flag is more important than working solely for the interests of our team, business unit, or country.

### **2. Entrepreneurial Spirit**

We will build on our company's great tradition and the fine Willis name - working like entrepreneurs: excited for the future, ambitious, hard-working, focused on results and excellence. We will banish politics and bureaucracy!

### **3. Growth**

We will grow our organization and our people. We will eliminate abuses and wastes of money in order to develop new products, train our people, acquire new businesses and to recruit new people.

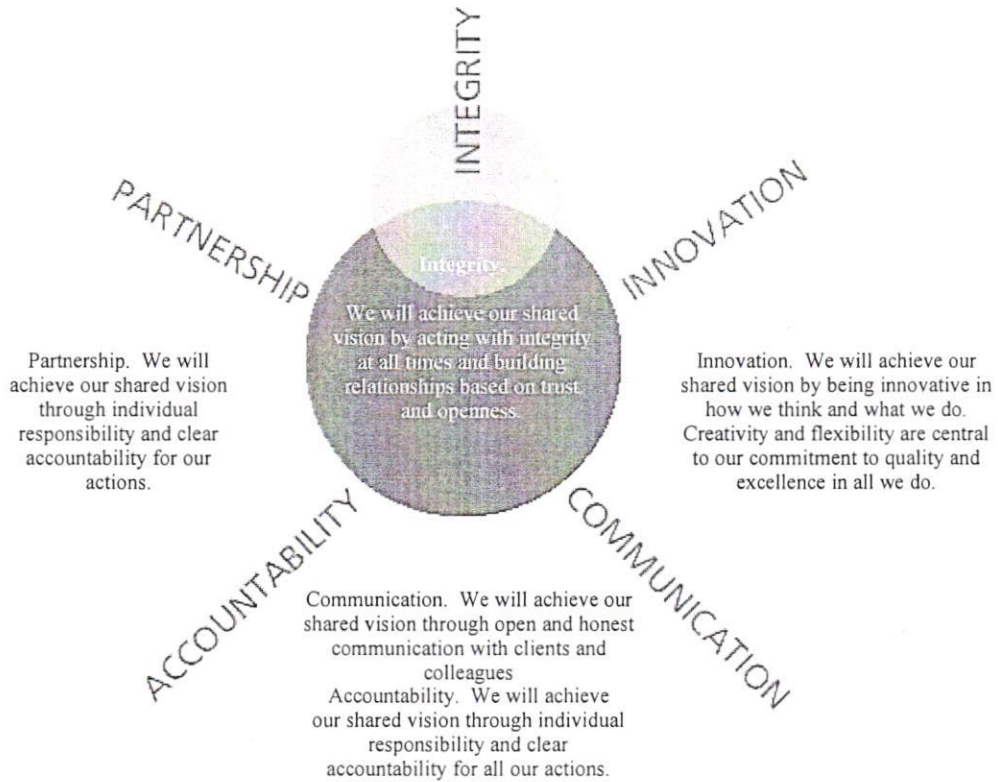
### **4. Delivering Value**

Clients are the reason we're in business. Our relationship with our clients is determined by the value gap between what our clients can do for themselves and what we can do. That gap should help our clients solve their problems, fulfill their needs and help them make their business more profitable and efficient.

### **5. A Supportive Working Environment**

We will create an environment where people - no matter who they are or where they come from - feel empowered. Everyone will be well trained for their role; they will know what their career path is; and everyone will feel that their dreams can come true at Willis.

Willis Core Values





*ATTACHMENT C*

*WILLIS CONFIDENTIALITY AGREEMENT*

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## ***WILLIS CONFIDENTIALITY AGREEMENT***

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WILLIS agrees to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (CFR), while acting in the role of Business Associate on behalf of WEST ALLIS's Group Health Plan (Health Plan). The following sections describe our responsibility as it pertains to the use and disclosure of Protected Health Information (PHI).

### Definitions

Capitalized terms not otherwise defined in this agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.

### Use and Disclosure of PHI

WILLIS shall use and/or disclose PHI only to the extent necessary to satisfy our obligations under this agreement.

### Prohibition on Unauthorized Use or Disclosure of PHI

WILLIS shall not use or disclose any PHI received from or on behalf of Health Plan, except as permitted or required by the agreement, as required by law or as otherwise authorized in writing by Health Plan. WILLIS shall comply with:

- a) Title 45, Part 164 of the CFR;
- b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 (ERISA) as amended; and
- c) Health Plan's health information privacy and security policies and procedures.

### Operations

WILLIS may use PHI it creates or receives for or from Health Plan only to the extent necessary for proper management and execution of the engagement or to carry out WILLIS's legal responsibilities. WILLIS may disclose such PHI as necessary for WILLIS's proper management and administration or to carry out WILLIS's legal responsibilities only if:

- a) The disclosure is required by law; or
- b) WILLIS obtains reasonable assurance, evidenced by written contract, from any person or organization to which WILLIS shall disclose such PHI that such person or organization shall:

- i. Hold such PHI in confidence and use or further disclose it only for the purpose for which WILLIS disclosed it to the person or organization or as required by law; and
- ii. Notify WILLIS (who shall in turn promptly notify Health Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

#### Data Aggregation Services

WILLIS may use PHI to provide Data Aggregation Services related to Health Plan's Health Care Operations.

#### PHI Safeguards

WILLIS shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of Health Plan.

#### Electronic Health Information Security and Integrity

WILLIS shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Health Plan pertaining to an individual. WILLIS shall document and keep these security measures current.

#### Protection of Exchanged Information in Electronic Transactions

If WILLIS conducts any Standard Transaction for or on behalf of Health Plan, WILLIS shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. WILLIS shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Health Plan that:

- a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard;
- b) adds any Health Information elements or segments to the maximum defined Health Information set;
- c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or

- d) changes the meaning or intent of the Standard's Implementation Specification(s)

#### Subcontractors and Agents

WILLIS shall require each of its subcontractors or agents to whom WILLIS may provide PHI to agree to written contractual provisions that impose at least the same obligations to protect such PHI as imposed on WILLIS by this agreement.

#### Access to PHI

WILLIS shall provide access, at the request of Health Plan, to PHI in a Designated Record Set, to Health Plan or, as directed by Health Plan, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state law. WILLIS shall provide access in the time and manner set forth in Health Plan's health information privacy and security policies and procedures. The Health Plan agrees to provide WILLIS with a copy of Health Plan's policies and procedures upon request by WILLIS.

#### Amending PHI

WILLIS shall make any amendment(s) to PHI in a Designated Record Set that Health Plan directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Health Plan or an Individual, and in the time and manner set forth in Health Plan's health information privacy and security policies and procedures.

#### Accounting of Disclosures of PHI

WILLIS shall document such disclosures of PHI and information related to such disclosures as would be required for Health Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

WILLIS agrees to provide Health Plan or an individual, in the time and manner set forth in Health Plan's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Health Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

#### Access to Books and Records

WILLIS shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Health Plan available to Health Plan and to DHHS or its designee for the purpose of determining Health Plan's compliance with the Privacy Rule.

### Reporting

WILLIS shall report to Health Plan any use or disclosure of PHI not authorized by this agreement, by law, or in writing by Health Plan. WILLIS shall make the report to Health Plan's Privacy Official not less than 24 hours after WILLIS learns of such unauthorized use or disclosure. WILLIS's report shall at least:

- a) identify the nature of the unauthorized use or disclosure;
- b) identify the PHI used or disclosed;
- c) identify who made the unauthorized use or received the unauthorized disclosure;
- d) identify what WILLIS has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
- e) identify what corrective action WILLIS has taken or shall take to prevent future similar unauthorized use or disclosure; and
- f) provide such other information, including a written report, as reasonably requested by Health Plan's Privacy Official.

### Mitigation

WILLIS agrees to mitigate, to the extent practicable, any harmful effect that is known to WILLIS of a use or disclosure of PHI by WILLIS in violation of the requirements of this agreement.

### Termination for Cause

Upon Health Plan's knowledge of a material breach of the HIPAA requirements of this agreement by WILLIS, Health Plan shall:

- a) Provide an opportunity for WILLIS to cure the breach or end the violation and terminate if WILLIS does not cure the breach or end the violation within the time specified by Health Plan.
- b) Immediately terminate the agreement if WILLIS has breached a material term of this agreement and cure is not possible.
- c) If neither termination nor cure is feasible, Health Plan shall report the violation to DHHS.

### Return or Destruction of Health Information

Upon termination, cancellation, expiration or other conclusion of this agreement, WILLIS shall return to Health Plan or destroy all PHI received from Health Plan, or created or received by WILLIS on behalf of Health Plan. This provision shall apply to PHI that is in the possession of subcontractors or agents of WILLIS. WILLIS shall retain no copies of the PHI.

In the event that WILLIS determines that returning or destroying the PHI is infeasible, WILLIS shall provide to Health Plan notification of the conditions that make return or destruction infeasible. Upon verification by Health Plan that the return or destruction of PHI is infeasible, WILLIS shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as WILLIS maintains such PHI.

4-16-13  
R.2013-0098  
#19

## CONSULTING AGREEMENT

THIS AGREEMENT, to become effective the 1<sup>st</sup> day of April 2013, is entered into by and between **Willis of Ohio, Inc.**, hereinafter referred to as "**Willis**", and City of West Allis hereinafter referred to as "**Client**";

WHEREAS, Willis is in the business of providing risk management services, assessing the insurance needs of its clients and placing insurance coverage related to client needs; and

WHEREAS, Willis is in the business of Dependent Eligibility Audits, and

WHEREAS, Client desires to utilize the consulting services of Willis as set forth herein below; and

WHEREAS, Willis has agreed to provide these services in accordance with mutually agreed upon terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### I. Duties of Willis

Willis shall provide the consulting services to Client as set forth on Exhibit A attached hereto.

### II. Client Responsibilities

In addition to any other obligations described in this Agreement, Client will provide Willis with that information and assistance Willis shall reasonably need in order to provide Client the consulting services contemplated and described in this Agreement.

### III. Independent Contractor:

It is agreed and understood that Willis' relationship to Client is that of an independent contractor and not that of employee or agent. Willis will have no authority to bind the Client.

### IV. Compensation:

1. In exchange for Willis' consulting services, as described in paragraph I above, the Client will pay Willis a consulting fee of \$21,400 (the "Fees"). The Fee shall be payable in 2 installments of \$10,700 according to the schedule below.

1<sup>st</sup> payment payable by May 1, 2013

2<sup>nd</sup> payment payable by June 1, 2013

2. This fee was calculated based on 683 employees covering dependents in the medical plan. If the number of employees covering dependents changes by more than 10%, the fee will be adjusted. The adjustment shall be calculated by the new number of employees covering dependents multiplied by the \$31.33 which is the per employee cost of the audit. For example, if the number of employees with dependents increases to 750, the fee shall be \$23,497.50 (750 \* \$31.33).

**V. Term/Termination:**

**Term:** This Agreement shall begin on the effective date first recited above and shall continue in force and effect until completion of the steps referred to in Schedule A, but in no event later than one year from the date hereof, unless earlier terminated in accordance with this Agreement.

**Termination without cause:** Either party may terminate this Agreement without cause by delivering to the other party written notice of termination at least thirty (30) days prior to the date of termination specified in such notice.

**Termination for cause:** Either party may terminate this Agreement immediately upon written notice to the other party that the actions or inactions of the notified party constitute "cause" for termination. As used herein, the term "cause" refers to the deliberate refusal by a party to perform its material duties/responsibilities hereunder, negligence by a party in performing material duties/responsibilities hereunder, breach of the material provisions herein by a party, or acts of willful misconduct by a party.

**Effect of Termination:** The Client shall pay for services rendered prior to termination of this Agreement but not those after the date of termination date.

**VI. Indemnification/Limitation of Liability:**

Willis agrees to defend, hold harmless, and indemnify Client against the claim or claims of any third party for damages, or any other cost associated with such claim including reasonable attorney fees, caused by the negligence of Willis, its employees, officers, agents and officials to the extent determined by a competent trier of fact according to the laws of the state of Wisconsin. Client agrees to defend, hold harmless, and indemnify Provider against the claim or claims of any third party for damages or any other cost associated with such claim including reasonable attorney fees, caused by the negligence of Client, its employees, officers, agents and officials to the extent determined by a competent trier of fact according to the laws of the state of Wisconsin. For any claim arising out of this agreement or the services provided by Willis hereunder, whether such claim is based in contract or in tort, the aggregate liability of Willis for any such claim shall be limited to the lesser of 3 times the amount of remuneration (including fees and/or commissions) that Willis receives for providing services pursuant to this Agreement or \$1,000,000. The provisions of this paragraph will survive termination of this Agreement and shall apply to any controlling person, director, officer, employee or affiliate of Willis.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each Party irrevocably consents to submit to the exclusive jurisdiction of such courts.

Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin statutes sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.



**VII. Confidentiality:** Both parties shall maintain in confidence all documents, materials and other information (collectively the "confidential information") which it obtains regarding the other party heretoin connection with this Agreement. For purposes below, the "disclosing party" shall be the owner of the confidential information which discloses same and the "receiving party" shall be the party receiving the confidential information of the disclosing party. However, confidential information shall not include any information which: (a) is generally known to the public and did not become so known through unauthorized disclosure by the receiving party; (b) is lawfully acquired by a party from sources other than sources acquired in connection with the transactions contemplated by this Agreement; (c) is required to be disclosed under the provisions of any foreign, federal, state or local statute or regulation, board or commission thereof; or (d) is required to be disclosed by a rule or order of any court of competent jurisdiction. If access to any of the confidential information is sought by a third party, the receiving party will promptly notify the disclosing party of such action, will use its best efforts to minimize such disclosure and will consult with and assist the disclosing party in obtaining a protective order prior to such disclosure, at the disclosing party's sole cost and expense. If Willis is subpoenaed as the result of any of the services performed hereunder, Client will compensate Willis for its time involved in responding to any such subpoena(s).

The parties agree that any breach of the covenants and agreements contained in this paragraph may result in irreparable injury to the non-breaching party for which money damages could not be adequate compensation. Accordingly, such non-breaching party shall be entitled (in addition to any other rights and remedies it may have at law and in equity) to an injunction prohibiting any breach of the covenants and agreements contained herein or preventing the other party from failing to comply or continuing to fail to comply with the provisions herein.

**VIII. Governing Law:**

This Agreement is entered into in the State of Wisconsin and shall be governed and interpreted in accordance with the laws of that state applicable to contracts executed, delivered and performed therein. To the extent that the initiation of judicial proceedings are permitted under the terms of this Agreement, such proceedings shall be initiated and maintained in any state or federal court of competent jurisdiction located in the State of Wisconsin.

**IX. Notices:**

Any notices to be delivered by one party to the other shall be sent to the addresses listed below:

To Willis:  
Willis of Ohio, Inc.  
1001 Lakeside Ave.  
Suite 1600  
Cleveland, OH 44114

To Client:  
Attn: Paul Ziebler, City Administrative Officer / Clerk – Treasurer  
City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214

**X. Disclaimer:** The parties acknowledge that Willis' services and deliverables to be provided hereunder are solely in the nature of advisory services conducted to provide Dependent Eligibility Audit Services. Willis does not insure, warrant or guarantee that its analysis of the Client's program will be an exhaustive analysis or that any or all of the alternatives Willis identifies would be preferable to Client's existing program.

**XI. Entire Agreement/Miscellaneous:**

- a. This document, together with its reference attachments, constitutes the entire agreement of the parties and supersedes and supplants all prior agreements between the parties, both written and oral, except the extent otherwise stated in this Agreement. This Agreement may only be modified in writing, signed by authorized representatives of each party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns from and after the date hereof. This Agreement may not be assigned by either party, except as otherwise stated herein or as mutually agreed to by the parties in a subsequent signed writing. The captions which appear at the beginning of each provision are for ease of reference only and shall not affect the interpretation of this Agreement.
- b. Willis agrees that it will abide by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) at all times.

IN WITNESS WHEREOF, this Agreement shall become effective as of the date first written above.

Willis of Ohio, Inc.

By: David Sabo  
Title: Client Advocate

*David Sabo*

City of West Allis

By:

*Paul Ziebler*

Title:

*CAO, CTA*

*4/23/13*

## Exhibit A Services

### Dependent Eligibility Audit

CITY OF WEST ALLIS audit kickoff meeting  
Willis gathers data from CITY OF WEST ALLIS  
Data Analysis occurs and discrepancies reported to CITY OF WEST ALLIS  
Willis review of SPD(s)  
Willis reviews HR protocols & processes  
Willis provides communications and call center scripts for project  
CITY OF WEST ALLIS approves communication  
CITY OF WEST ALLIS approves call center scripts  
Willis database is populated with CITY OF WEST ALLIS employees  
Communication materials are ordered by Willis  
Consequences and penalties are identified  
CITY OF WEST ALLIS publishes process in employee newsletter  
Address duplicates and discrepancies are communicated to CITY OF WEST ALLIS  
Inaccurate addresses reported back to CITY OF WEST ALLIS Identify any Special Considerations - executives, etc.  
Amnesty notification begins – 2 weeks  
Willis collects & tracks ineligible dependents  
Willis call center tracking  
Progress reporting to CITY OF WEST ALLIS  
Audit notification begins – 3 weeks  
Willis collects & tracks verification of eligible dependents  
Willis collects & tracks ineligible dependents  
Willis call center tracking  
Reporting to CITY OF WEST ALLIS  
Final outbound notification is conducted – 1 week  
Final notification begins  
Willis collects & tracks ineligible dependents  
Willis call center tracking  
Final data file transmitted to CITY OF WEST ALLIS  
Final wrap-up meeting Willis / CITY OF WEST ALLIS  
Hard copy of files - destroy



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2013-0084**

**Final Action:**

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

APR 16 2013

Resolution relative to accepting the proposal of various nurseries for furnishing and delivering 517 trees for spring planting for a total sum of \$34,532.00.

WHEREAS, The Purchasing/Central Services Division has reported that it has received proposals for providing various species of trees for the Public Works Department of the City of West Allis, that the proposals received as shown on the attached bid report were reasonable; and,

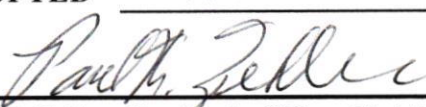
WHEREAS, The Common Council deems it to be in the best interests of the City of West Allis that the proposals hereinafter mentioned be accepted.

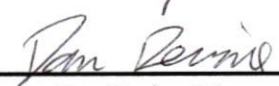
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposals submitted by Acorn Farms for \$5379.00, The Bruce Co of Wi for \$2015.00, Johnson Nursery for \$358.50, Kankakee Nursery for \$3592.00, McKay Nursery for \$3405.00, Meachum Nursery for \$2285.50, Schichtel's Nursery for \$13907.00, Tillman Wholesale Growers for \$1320.00, Timberline Trees for \$330.00 and Wayside Nursery for \$1940.00 for a total amount of \$34,532.00 in accordance with City of West Allis RFP 1191 be and is hereby accepted.

BE IT FURTHER RESOLVED, that the State of Wisconsin is reimbursing the City for planting 72 trees on Greenfield Ave for a total amount of \$8,496.00.

BE IT FURTHER RESOLVED, that the Purchasing/Central Services Division be and is hereby authorized to enter into a contract for the aforesaid trees.

PCSD1191

**ADOPTED** APR 16 2013  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED** 4/19/13  
  
Dan Devine, Mayor

CITY OF WEST ALLIS  
RFP 1191  
TREES – SPRING 2013

TABLULATION – April 8, 2013

Item/Description	Qty	Acorn Farms #15 container	Bruce Co.	Davey Tree Farm	Kankakee Nursery	McKay Nursery	Meacham Nursery
1. Acer ginnala 'Flame', Amur Maple, 1-1/2-1-3/4" BR Price each	6			B&B			
Total/6		68.00 408.00		95.00 570.00		69.00 414.00	
2. Acer nigrum 'Greencolumn', Greencolumn Black Maple, 1-1/2 - 1-3/4" BR Price each	1	B&B					
Total/1		98.00 98.00		59.00 59.00	2"		
3. Acer platanoides 'Columnare' Norway Maple, 1-1/2-1-3/4" B&B Price each	2						
Total/2				80.00 160.00	2"	97.00 194.00	
4. Acer platanoides 'Columnare' Norway Maple, 1-1/2-1-3/4" BR Price each	5						
Total/5				48.00 240.00		49.75 248.75	
5. Acer platanoides 'Deborah' Norway Maple, 1-1/2-1-3/4" BR Price each	3			B&B		B&B	
Total/3				110.00 330.00		104.00 312.00	49.00 147.00
6. Acer platanoides 'Emerald Queen' Norway Maple, 1-1/2 - 1-3/4" B&B Price each	3		Emerald Lustre				
Total/3			75.00 225.00	95.00 285.00	2"	104.00 312.00	
7. Acer platanoides 'Emerald Queen', Norway Maple, 1-1/2 - 1-3/4" BR Price each	15			B&B			
Total/15				95.00 1425.00	2"		
8. Acer platanoides 'Royal Red', Norway Maple, 1-1/2-1-3/4" B&B Price each	1						
Total/1				110.00 110.00	88.00 88.00		95.50 95.50

Item/Description	Qty	Acorn Farms	Bruce Co.	Davey Tree Farm	Kankakee Nursery	McKay Nursery	Meacham Nursery
63. Ulmus Triumph, Elm, 1-1/2-1-3/4" BR Price each	9	88.00	Patriot Elm B&B 85.00				57.50
Total/9		792.00	765.00				517.50
64. Ulmus Wilsoniana 'Prospector' Elm, 1-1/2-1-3/4" BR Price each	3	B&B 88.00	B&B 85.00				
Total/3		264.00	255.00				
65. Ulmus parvifolia 'Dynasty' Elm, 1-1/2 -1-3/4" BR Price each	1	B&B 88.00		B&B 115.00			
Total/1		88.00		115.00			
66. Zelkova serrata 'Green Vase', Zelkova, 1-1/2 - 1-3/4: BR Price each	1	B&B 88.00		B&B 109.00			
Total/1		88.00		109.00			
67. Zelkova serrata 'Musashino', Musahino Zelkova, 1/2 - 1-3/4" BR Price each	6	B&B 88.00					
Total/6		528.00					
Terms		Net 30 \$6000 min order for delivered price	Net 30	Net 30 Minimum of 50 for delivery	Net	Net 30	Net 30

Item/Description	Qty	Midpark Nursery	Schichtel's Nursery	Tillman Wholesale Grower	Timberline Trees	Wayside Nursery	Johnson Nursery
1. Acer ginnala 'Flame', Amur Maple, 1-1/2-1-3/4" BR Price each	6		61.00	2" B&B 119.00			
Total/6			366.00	714.00			
2. Acer nigrum 'Greencolumn', Greencolumn Black Maple, 1-1/2 - 1-3/4" BR Price each	1		73.00				
Total/1			73.00				
3. Acer platanoides 'Columnare' Norway Maple, 1-1/2-1-3/4" B&B Price each	2	2-2-1/2"	84.00	114.00	65.00	74.00	113.00
Total/2		328.00	168.00	228.00	130.00	148.00	226.00
4. Acer platanoides 'Columnare' Norway Maple, 1-1/2-1-3/4" BR Price each	5		65.00			64.00	113.00
Total/5			325.00			320.00	565.00
5. Acer platanoides 'Deborah' Norway Maple, 1-1/2-1-3/4" BR Price each	3			2" B&B			B&B
Total/3				105.00 315.00		59.00 177.00	75.00 225.00
6. Acer platanoides 'Emerald Queen' Norway Maple, 1-1/2 - 1-3/4" B&B Price each	3	2-2-1/2"					2"
Total/3		157.00 471.00	78.00 234.00		50.00 150.00	74.00 222.00	89.00 267.00
7. Acer platanoides 'Emerald Queen', Norway Maple, 1-1/2 - 1-3/4" BR Price each	15						2" B&B
Total/15			60.00 900.00			60.00 900.00	89.00 1335.00
8. Acer platanoides 'Royal Red', Norway Maple, 1-1/2-1-3/4" B&B Price each	1					2"	
Total/1			78.00 78.00	125.00 125.00	50.00 50.00	110.00 110.00	127.00 127.00

Item/Description	Qty	Midpark Nursery	Schichtel's Nursery	Tillman Wholesale Grower	Timberline Trees	Wayside Nursery	Johnson Nursery
9. Acer sacharinum 'Silver Queen', Silver Maple, 1-1/2- 1-3/4" B&B Price each	2		78.00				2"
Total/2			156.00				111.00
10. Acer saccharum 'Legacy', Sugar Maple, 1-1/2 - 1-3/4" BR Price each	5		64.00			70.00	
Total/5			320.00			350.00	
11. Acer tataricum, Tatarian Maple, 1-1/2 - 1-3/4" BR Price each	6	2-1/2-3" B&B	73.00				Hot Wings B&B
Total/6		129.00 774.00	438.00				97.00 582.00
12. Acer truncatun x A. platanoides, 'Pacific Sunset Hybrid Maple, 1-1/2 - 1-3/4" BR Price each	29						
Total/29							
13. Aesculus x 'Homestead', Buckeye, 1-1/2-1-3/4" BR Price each	2		78.00				B&B
Total/2			156.00				127.00 254.00
14. Amelanchier arborea x grandiflora, Autumn Brilliance Serviceberry, 1-1/2 -1-3/4" BR Price each	11			B&B			B&B
Total/11			68.00 748.00	75.00 825.00		95.00 1045.00	102.00 1122.00
15. Betula lenta, Black Birch, 1-1/2-1-3/4" BR Price each	2						
Total/2							
16. Betula nigra, River Birch, 1-1/2 - 1-3/4" BR Price each	15		68.00	B&B		2" B&B	
Total/15			1020.00	84.00 1260.00		85.00 1275.00	
17. Carpinus betulus 'Emerald Avenue', European Hornbeam, 1-1/2-1-3/4" BR Price each	2		74.00				
Total/2			148.00				



Item/Description	Qty	Midpark Nursery	Schichtel's Nursery	Tillman Wholesale Grower	Timberline Trees	Wayside Nursery	Johnson Nursery
18. Carpinus betulus "Fastigiata", Pyramidal European Hornbeam, 1-1/2-1-3/4" B&B Price each	1		96.00			120.00	
Total/1			96.00			120.00	
19. Carpinus betulus "Fastigiata", Pyramidal European Hornbeam, 1-1/2-1-3/4" BR Price each	7		78.00			100.00	
Total/7			546.00			700.00	
20. Carpinus caroliniana, CCSQU Pallisades American Hornbeam, 1-1/2-1-3/4" BR Price each	28						
Total/28							
21. Northern Catalpa, 1-1/2 - 1-3/4" BR Price each	2		71.00	1-1/4" B&B 90.00		100.00	
Total/2			142.00	180.00		200.00	
22. Catalpa erubescens 'Purpurea', Purple Leaf Catalpa, 1-1/2-1-3/4" BR Price each	4		71.00				
Total/4			284.00				
23. Celtis occidentalis 'JFS-KSU1' Prairie Sentinel Hackberry, 1-1/2-1-3/4" B&B Price each	42						
Total/42							
24. Celtis occidentalis, Hackberry, 1-1/2-1-3/4" B&B Price each	22	1-1/2-2-1/2"	98.00	2.5" 134.00			
Total/22		3124.00	2156.00	2948.00			
25. Cercidiphyllum japonicum, Katsura Tree, 1-1/2 - 1-3/4 BR Price each	1	1-1/2-2" B&B					#15 container
Total/1		164.00				115.00	115.00
26. Corylus colurna, Turkish Filbert, 1-1/2 - 1-3/4" BR Price each	20		70.00				
Total/20			1400.00				

Item/Description	Qty	Midpark Nursery	Schichtel's Nursery	Tillman Wholesale Grower	Timberline Trees	Wayside Nursery	Johnson Nursery
27. Fagus sylvatica 'Dawyckii', Dawyck Purple Beech, 1-1/2 - 1-3/4" B&B Price each	1		115.00			150.00	
Total/1			115.00			150.00	
28. Fagus sylvatica 'Riversii' Beech, 1-1/2 - 1-3/4" B&B Price each	6		115.00				
Total/6			690.00				
29. Ginkgo biloba 'Princeton Sentry' Ginkgo, 1-1/2 - 1-3/4" BR Price each	8	1-1/2-2" B&B	81.00			145.00	
Total/8		1224.00	648.00			1160.00	
30. Gleditsia tricanthos 'Draves', Street Keeper Honeylocust, 1-1/2 - 1-3/4" BR Price each	1		68.00				
Total/1			68.00				
31. Gleditsia tricanthos var. inermis 'Skyline', Honeylocust, 1-1/2-1-3/4" BR Price each	7	1-1/2-2-1/2" B&B	68.00	B&B		60.00	B&B
Total/7		735.00	476.00	630.00		420.00	94.00
32. Gymnocladus dioicus 'Expresso' Kentucky Coffeetree, 1-1/2 - 1-3/4" BR Price each	26		68.00			75.00	
Total/26			1768.00			1950.00	
33. Larix laricina, American Larch, 6' B&B or container Price each	1						
Total/1							76.50
34. Liriodendron tulipifera, Tuliptree, 1-1/2 - 1-3/4" BR Price each	17				B&B		
Total/17			68.00		90.00		
35. Liriodendron tulipifera 'Fastigiatum' Fastigate Tuliptree, 1-1/2 - 1-3/4" BR Price each	2		1156.00		1530.00		
Total/2							

Item/Description	Qty	Midpark Nursery	Schichtel's Nursery	Tillman Wholesale Grower	Timberline Trees	Wayside Nursery	Johnson Nursery
36. Liriodendron tulipifera, Variegated Tuliptree, 1-1/2-1-3/4" BR Price each Total/2	2						
37. Maclura pomifer 'White Shield', Osage Orange, 1-1/2-1-3/4" B&B Price each Total/12	12		105.00 1260.00				
38. Magnolia liliiflora 'Elizabeth', Magnolia, 1-1/2-1-3/4" B&B Price each Total/3	3		105.00 315.00				
39. Malus 'Adirondak' Crabapple, 1-1/2 - 1-3/4" BR Price each Total/11	11		59.00 649.00	B&B 75.00 825.00			B&B 56.00 616.00
40. Malus Sargentii, 'Select APP12621' Firebird Crabapple, 1-1/2 - 1-3/4" BR Price each Total/1	1		59.00 59.00	B&B 75.00 75.00		55.00 55.00	B&B 71.00 71.00
41. Malus 'Prairifire' Crabapple, 1-1/2-1-3/4 BR Price each Total/1	1	1-1/2-2" B&B 105.00 105.00	59.00 59.00	B&B 75.00 75.00		58.00 58.00	B&B 56.00 56.00
42. Phellodendron amurense 'His Majesty' Corktree, 1-1/2-1-3/4" BR Price each Total/4	4						
43. Phellodendron lavallei 'Longnecker', Eyestopper Corktree, 1-1/2 - 1-3/4" BR Price each Total/5	5						
44. Platanus x acerfolia 'Morton Circle', Exclamation London Planetree, 1-1/2 - 1-3/4" BR Price each Total/42	42		69.00 2898.00			2" B&B 115.00 4830.00	

Item/Description	Qty	Midpark Nursery	Schichtel's Nursery	Tillman Wholesale Grower	Timberline Trees	Wayside Nursery	Johnson Nursery
45. Prunus sargentii, Sargent Cherry, 1-1/2 - 3/4" BR Price each	5		64.00				Pink Flair B&B
Total/5			320.00				96.00 480.00
46. Pyrus calleryana 'Autumn Blaze', Callery Pear, 1-1/2 - 1-3/4" BR Price each	12			B&B			B&B
Total/12				110.00 1320.00			115.00 1380.00
47. Pyrus calleryana 'Chanticleer' OR "Cleveland Select", Callery Pear, 1-1/2 - 1-3/4" BR Price each	4		68.00			90.00	B&B
Total/4			272.00			360.00	99.00 396.00
48. Quercus robur 'Pyramich' Skymaster English Oak, 1-1/2 - 1-3/4" BR Price each	4		76.00				B&B
Total/4			304.00				119.00 476.00
49. Quercus robur 'Skyrocket', English Oak, 1-1/2-1-3/4" BR Price each	4		76.00				
Total/4			304.00				
50. Robinia pseudoacacia 'Bessoniana', Black Locust, 1-1/2 - 1-3/4" BR Price each	10		76.00				
Total/10			760.00				
51. Robinia pseudoacacia 'Purple Robe', Black Locust, 1-1/2 - 1-3/4" BR Price each	4		74.00				
Total/4			296.00				
52. Syringa 'Bailbelle', Tinkerbell Lilac Tree From on a 4' standard, 1-1/2-1-3/4: B&B or Container Price each	1						
Total/1							
53. Syringa reticulata 'Ivory Silk', Japanese Lilac, 1-1/2-1-3/4" BR Price each	14		71.00	B&B			B&B
Total/14			994.00	110.00 1540.00			102.00 1428.00

Item/Description	Qty	Midpark Nursery	Schichtel's Nursery	Tillman Wholesale Grower	Timberline Trees	Wayside Nursery	Johnson Nursery
54. Tilia americana 'Redmond' Redmond Linden, 1-1/2-1-3/4" BR Price each	39		2"	B&B			B&B
Total/39			81.00	90.00			65.00
			3159.00	3510.00			2535.00
55. Tilia cordata 'Glenleven', Littleleaf Linden, 1-1/2-1-3/4" BR Price each	8	1-1/2-2" B&B				2"	B&B
Total/8		144.00	68.00			60.00	76.00
		1152.00	544.00			480.00	608.00
56. Tilia cordata 'corzam', Corinthian Littleleaf Linden, 1-1/2 - 1-3/4" BR Price each	15						
Total/15							
57. Tilia cordata 'Haika', Summer Sprite Littleleaf Linden, 1-1/2 - 1-3/4" BR Price each	3					2"	
Total/3						70.00	
						210.00	
58. Tilia platyphyllos "Laciniata", Splitleaf Linden, 1-1/2-1-3/4" BR Price each	3						2 available *
Total/3							B&B
							141.00
							242.00*
59. Tilia tomentosa 'Sterling' Silver Linden, 1-1/2 - 1-3/4" BR Price each	25						
Total/25			74.00			67.00	
			1850.00			1675.00	
60. Ulmus x 'Frontier', Hybrid Elm, 1-1/2-1-3/4" BR Price each	6	2-2-1/2" B&B					B&B
Total/6		162.00					108.00
		972.00					648.00
61. Ulmus x 'New Horizon', Hybrid Elm, 1-1/2-1-3/4" BR Price each	10			B&B			B&B
Total/10			70.00	95.00			99.00
			700.00	950.00			990.00
62. Ulmus x 'Regal', Hybrid Elm, 1-1/2 - 1-3/4" BR Price each	32	2-1-1/2" B&B					
Total/32		131.00					
		4192.00					

Item/Description	Qty	Midpark Nursery	Schichtel's Nursery	Tillman Wholesale Grower	Timberline Trees	Wayside Nursery	Johnson Nursery
63. Ulmus Triumph, Elm, 1-1/2-1-3/4" BR Price each	9	2-2-1/2" B&B					B&B
Total/9		131.00					99.00
		1179.00					891.00
64. Ulmus Wilsoniana 'Prospector' Elm, 1-1/2-1-3/4" BR Price each	3	2-2-1/2" B&B					
Total/3		131.00					
		393.00					
65. Ulmus parvifolia 'Dynasty' Elm, 1-1/2 -1-3/4" BR Price each	1	2-2-1/2" B&B					
Total/1		162.00					
		162.00					
66. Zelkova serrata 'Green Vase', Zelkova, 1-1/2 - 1-3/4: BR Price each	1						
Total/1							
67. Zelkova serrata 'Musashino', Musahino Zelkova, 1/2 - 1-3/4" BR Price each	6						
Total/6							
Terms		Net 15	Net 30	Net 30 Minimum order 20 trees	Net 30	Net 30	Net 30



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2013-0085**

**Final Action:**

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

APR 16 2013

Resolution relative to accepting the proposal of various suppliers for furnishing and delivering electrical wire, conduit and electrical accessories for a total sum of \$86,250.97.

WHEREAS, The Purchasing/Central Services Division has reported that it duly advertised a request for proposal for furnishing and delivering electrical wire, conduit and electrical accessories for the Public Works Department of the City of West Allis, that the proposals received as shown on the attached bid report were reasonable; and,

WHEREAS, The Common Council deems it to be in the best interests of the City of West Allis that the proposals hereinafter mentioned be accepted.

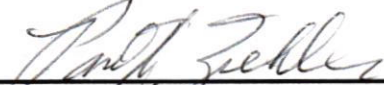
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated April 10, 2013 submitted by Crescent Electric for furnishing PVC cement, electric timers & one contactor in the amount of \$1894.78; the proposal dated April 10, 2013 submitted by Neher Electric for furnishing conduit, connectors, timers, circuit breakers and luminaires in the amount of \$62,991.87; the proposal dated April 8, 2013 submitted by Graybar Electric for furnishing electrical wire and luminaires in the amount of \$21,173.10 and the proposal dated April 10, 2013 submitted by Werner Electric Supply for furnishing ground clamps in the amount of \$191.22 for a total net sum of \$86,250.97 in accordance with City of West Allis RFP #1193 be and is hereby accepted.

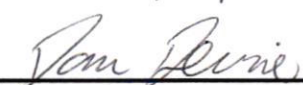
BE IT FURTHER RESOLVED, that the Purchasing/Central Services Division be and is hereby authorized to enter into a contract for the aforesaid materials.

PCSD1193

**ADOPTED** APR 16 2013

**APPROVED** 4/19/13

  
\_\_\_\_\_  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

  
\_\_\_\_\_  
Dan Devine, Mayor

City of West Allis

RFP 1193

Electrical Wire, Conduit & Accessories

Open: April 10, 2013- 10:00 AM

	Crescent Electric	Grainger Industrial	Graybar Electric	Neher Electric	Werner Electric
A. (25) Wire, Copper stranded #8 Bare, 500 ft/roll	Cerro #008126	Southwire 10632802	Service Wire BARECOSD#8	Encore	Alan 16792
Price/roll	.30/ft	179.20	119.65	135.00	128.00
Total Price	3750.00	4480.00	2991.25	3375.00	3200.00
B. (10) Wire Copper, THHN, Stranded, #10 black, 500 ft/roll	Cerro #008090	Southwire 22973201	THHN#10STRBLK	Encore	Southwire 65620
Price/roll	.18/ft	204.75	80.58	85.00	84.13
Total Price	900.00	2047.50	805.80	850.00	841.30
C. (10) Wire, Copper, THHN, Stranded, #10 red, 500 ft/roll	Cerro #008094	Southwire 22975701	THHN10STRRED	Encore	Southwire 65650
Price/roll	.18/ft	204.75	80.58	85.00	84.13
Total Price	900.00	2047.50	805.80	850.00	841.30
D. (3) Wire, Copper, XHHW, Stranded, #6 Black, 5,000 ft/roll	Cerro #302418		Service Wire XHHW6STRBLK	Encore	HWC 2110461
Price/roll	.51/ft		2255.75	498.00/M	2741.11
Total Price	7650.00	No bid	6767.25	7470.00	8223.33
E. (3) Wire, Copper, XHHW, Stranded, #6 Red, 5000 ft/roll	Cerro #324421		Service Wire XHHW6STRRED	Encore	HWC 3923629
Price/roll	.51/ft		2255.75	498.00/M	2741.11
Total Price	7650.00	No bid	6767.25	7470.00	8223.33
F. (100) Electric Photo Control	187933	Intermatic LC4521C	Intermatic LC4521C	Intermatic LC4521C	Intermatic LC4521C
Price/each	6.70	9.11	5.25	5.36	7.37
Total Price	670.00	911.00	525.00	536.00	737.00
G. (10) Electric Photo Switch, Flush Mount, 120V	#006250	Tork 3000-120VAC	Intermatic K4021C		K4021C
Price/each	6.90	18.17	8.00	6.82	8.00
Total Price	69.00	181.70	80.00	68.20	80.00



	Crescent Electric	Grainger Industrial	Graybar Electric	Neher Electric	Werner Electric
H. (1) Contactor, 12 pole, Lighting, Type L	#019029				C-HC35
Price/each	730.00		795.08		1290.00
Total Price	730.00	No bid	795.08	No bid	1290.00
I. (2) Control Station Switch	#267442				C-HTNI
Price/each	152.99		126.36		170.00
Total Price	305.98	No bid	252.78	No bid	340.00
J. (3) Selector Switch Plate, Hand-Off-Auto	#043751	SQD9001-KN260			#2377155
Price/each	2.80	3.63	2.29		3.89
Total Price	8.40	10.89	6.87	No bid	11.67
K. (3) Selector Switch Enclosure 1-hole for push button	PVIX				#2373454
Price/each	63.44		40.21		98.22
Total Price	190.32	No bid	120.63	No bid	294.66
L. (3) Lighting Time Clock	ET90115C		ET90115C	ET90115C	ET90115C
Price/each	280.10		275.16	261.20	308.00
Total Price	840.30	No bid	825.48	783.60	924.00
M. (6) Terminal Block, 600V, 85A, NEMA +Options	#081028	SQD9080GC6			XBUT16
Price/each	2.75	5.77	3.05		2.62
Total Price	16.50	34.62	18.30	No bid	15.72
N. (6) 24-hour Time Switch, SPST, 30 amp	#335971	Intermatic ET1105C			Intermatic ET1105C
Price/each	84.80	139.77	106.45	101.00	117.96
Total Price	508.80	838.62	638.70	606.00	707.76
O. (5) Metering Pedestal	#466123				Milbank NU8980-0-KK
Price/each	286.95		258.51	299.00	320.00
Total Price	1434.75	No bid	1292.55	1495.00	1600.00
P. (5) Breaker, 200 Amp, Plug-In	#578721				Milbank UQFPH-200
Price/each	157.60		141.98	140.00	162.00
Total Price	788.00	No bid	709.90	700.00	810.00

	Crescent Electric	Grainger Industrial	Graybar Electric	Neher Electric	Werner Electric
Q. (300) Fuse Holder, 30 Amp, 600V, In-Line	#10974	Bussmann HEB-AA			Bussmann HEB-AA
Price/each	6.85	9.89	6.40	5.65	18.50
Total Price	2055.00	2967.00	1920.00	1695.00	5550.00
R. (300) Fuses, 5 amp, 500V, Time-Delay	#88141	Bussmann FNQ-5	FNQ5	FNQ-5	Bussmann FQN-5
Price/each	5.90	7.89	4.70	4.15	11.10
Total Price	1770.00	2367.00	1410.00	1245.00	3330.00
S. (100) PVC Bell End, 2"	Cantex 5144008			Heritage 610342	Carlton #997J
Price/each	2.06		2.3848	147.70/c	3.30
Total Price	206.00	No bid	238.48	147.70	330.00
T. (4) PVC Bell End, 3"	Cantex 5144010			Heritage 610344	Carlton #997L
Price/each	2.40		2.78	228.95/c	4.10
Total Price	9.60	* No bid	11.12	9.12	16.40
U. (14000) Conduit, PVC, 2", Schedule 40, 10 ft. lengths	Generic 041488	Cantex A52CA12		Heritage 512010	National 58079
Price/ft	.62/ft	8.58/10 ft	57.74/c	54.50/c	5.89/10 ft
Total Price	8680.00	12012.00	8083.60	7630.00	8246.00
V. (10) PVC Coupling, 2", Split, Schedule 40	Cantex 6141684				Carlton E200JS6
Price/each	8.46		18.02		10.90
Total Price	84.60	No bid	180.20	No bid	109.00
W. (200) PVC Coupling, 2", Schedule 40	Cantex 6141628			Heritage 610005	Carlton E920J
Price/each	0.32		0.3477	30.15/c	0.38
Total Price	64.00	No bid	69.54	60.30	76.00
X. (30) PVC Elbow, 90 degree, 2"Dx9.5"R	Cantex 5233828			Heritage 611061	Carlton UA9AJB
Price/each	1.68		1.8733	149.00/c	2.19
Total Price	50.40	No bid	56.20	44.70	65.70
Y. (200) PVC Elbow, 90 degree, 2"Dx24"R Plain End	Cantex 5133836			Heritage 611351	Carlton UA9DJ
Price/each	6.10		4.7224	391.00/c	8.75
Total Price	1220.00	No bid	944.48	782.00	1750.00

	Crescent Electric	Grainger Industrial	Graybar Electric	Neher Electric	Werner Electric
Z. (24) PVC Cement, quick set, brush-on, QT	Cantex 7210413			Heritage 690019	Carlton VC9982
Price/each	9.72		10.0116	13.20	10.09
Total Price	233.28	No bid	240.28	316.80	242.16
AA. (100) Ground Clamp, 5/8" x 1"	Erico CP58	Burndy CRC58	Burndy GRC58	Southern Grounding Products G-5	#17680
Price/each	1.25	18.33	1.7647	1.15	1.03
Total Price	125.00	1833.00	176.47	115.00	103.00
BB. (50) Ground Clamp, 1/2" x 1"	Erico CWP1J	Burndy C11N	Burndy C11N	Halex 36010B	#17679
Price/each	2.95	25.25	1.5686	1.85	1.45
Total Price	147.50	1262.50	78.43	92.50	72.50
CC. (25) Ground Rod, Galvanized, UL 5/8" x 8'	Erico 815880		#615880	Southern Grounding Products ZZ588	#815880
Price/each	7.15		8.25	5.85	8.57
Total Price	178.75	No bid	206.25	146.25	214.25
DD. (120) Luminaire, LED, 40W, 120V, STR-LWY-2MB-HT-04-C-UL-SV					
Price/each	No bid		420.00	414.00	
Total Price		No bid	50400.00	49680.00	No bid
EE. (1) Luminaire, Cobra, 100W, Parallel, American Lighting 1145F113	11510SXHMT1R3SGNR				
Price/each	144.40		137.08		
Total Price	144.40	No bid	137.08	No bid	No bid
FF. (2) Luminaire, shoe box type, bronze, 150W, 6.6A, 19" x 10"					
Price/each	369.25		350.42		
Total Price	738.50	No bid	700.84	No bid	No bid
GG. (3) Capacitor, dry, 24 microfarad, 400v	GECAP-24/400V-0	Phillips Adv 7C240P40R			Phillips Advance 7C240P40R
Price/each	10.30	33.55	21.95	57.75	30.43
Total Price	30.90	100.65	65.85	173.25	91.29

	Crescent Electric	Grainger Industrial	Graybar Electric	Nehrer Electric	Werner Electric
HH. (6) Ballast, 50W, Pulse Start, MH, 4-tap	GEM50MLTLA3D-5				Philips Advance 71A5191- 00D
Price/each	51.20		57.50	147.60	220.00
Total Price	307.20	No bid	345.00	885.60	1320.00
Delivery	Stocked - 1 day Fixtures 4-6 weeks	1-2 days except Line U	1-28 days Fixtures 4 weeks	5-30 days	1-7 days
Terms	Net 30	Net 30	Net 30	Net 30	Net 30
Credit Card Payment Accepted?	Yes	Yes	Yes	Yes	Yes