

March 8, 2023

Shaun Mueller
Development Project Manager
Community Development Authority
7525 W. Greenfield Avenue
West Allis, WI 53214

Re: US Environmental Protection Agency (USEPA) Brownfield Assessment Grant Planning Services

Dear Shaun,

Ayres Associates is pleased to provide you with the following proposal for planning services related to the City of West Allis' USEPA Community-Wide Brownfields Assessment Grant. We greatly enjoyed the opportunity to discuss the Eastern Industrial Corridor target area with you and have outlined the proposed scope of services based on that discussion and our site visit.

Project Description

Having a clear vision is key to reuse planning, and several dynamics are in play in the Eastern Industrial Corridor. Ayres will conduct a land use assessment of the Eastern Industrial Corridor target area that captures the opportunities and constraints for an area from South 70th Street to South 60th Street and W. Dickenson Street to W. Greenfield Avenue, while also considering influences beyond this target area. In addition, a series of key individual properties will be the subject of more detailed site reuse assessments.

Scope of Services

Area-Wide Land Use Assessment

The area-wide land use assessment will result in a plan for the overall subject area. It will outline and layer all of the factors that influence future redevelopment including:

- Existing land use
- Future land use
- Circulation Plans including roadway, bicycle, and pedestrian opportunities
- Historic uses and resources
- Potential contamination
- An overall economic assessment
- A strengths and weakness assessment
- An overall implantation plan and timetable

This analysis will take the form of a report with narrative and a variety of graphics for use by the City as future policy decisions are made for the area.

Site Specific Site Reuse Assessments

Ayres will work with City of West Allis to finalize five (5) sites to focus on for more detailed redevelopment strategies. These studies will be individual site-specific reports that can be used to market and plan for revitalization of each site. These will include:

- Review, research, and recommendations related to proposed uses, density, infrastructure, road access, site limitations, zoning, historical concerns (if needed) and the development approach.
- Preliminary concept sketches.
- Recommendations on next steps and development approaches for property owners and the City.

Time Schedule

Work can begin with upon the signing of this Agreement and will be completed by September 30, 2023.

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee, plus reimbursable expenses and subconsultant charges. The estimated cost of services is:

Area Wide Land Use Assessment	\$45,000
Site Specific Site Reuse Assessments	\$7,000 each, for a total of \$35,000 for five studies

We will not exceed an amount of \$80,000 without your prior approval. The Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached as Appendices 1 and 2, respectively.

Services Not Included

These will be conceptual plans and do not include wetland determination, surveying, traffic counts, utility coordination, construction documents or engineering drawings.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until April 8, 2023, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Keely Campbell
Manager – Development Services Midwest
CampbellK@AyresAssociates.com



Amanda Arnold
Urban Planner, Account Manager
ArnoldA@AyresAssociates.com

Accepted by Owner:

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions
Appendix 1: Reimbursable Expense Schedule
Appendix 2: 2023 Rate Sheet



AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage, or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications, and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any

warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond, and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Appendix 1



Reimbursable Expense Schedule (Effective October 01, 2022)

Policy: It's the policy of Ayres Associates Inc that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and are reviewed/updated annually.

Company-Owned Equipment

<u>ENVIRONMENTAL MONITORING, SAMPLING, TESTING:</u>	
FID/PID/OVA	\$91.85 Day
Groundwater Sampling	\$10.10 Sample
Interface Probe	\$9.40 Day
Nuclear Density	\$105.00 Day
Soil Sampling	\$13.55 Sample
Vapor Sampling	\$12.10 Sample
Water Level Meter	\$22.05 Day

<u>CONSTRUCTION TESTING AND SAMPLING:</u>	
Concrete/Testing Equipment	\$120.00 Day

<u>PHOTOGRAMMETRIC AND SURVEYING:</u>	
360 Camera	\$49.15 Day
Depth Sounder Meter	\$200.00 Day
Geospatial Workstation	\$7.70 Hour
Drone - Common	\$365.00 Day
Drone - Inspection	\$1,270.00 Day
Drone - LiDAR	\$1,495.00 Day
GPS	\$66.15 Day
High Precision Digital Level	\$4.60 Day
Laser/Automatic Level	\$26.55 Day
Phase One Camera	\$1,260.00 Day
Terrestrial LiDAR System	\$730.00 Day
Total Station (Robotic)	\$68.00 Day
True View UAS LiDAR System	\$2,000.00 Day

<u>STRUCTURAL ABOVE/UNDER WATER INSPECTION :</u>	
Air Tank	\$11.35 Tank
NDT/Testing Equipment	\$300.00 Day
Resistograph	\$29.90 Day

<u>SUBSURFACE UTILITY EQUIPMENT:</u>	
RD Electronic Locating Device	\$35.05 Day
VAC Truck	\$1,365.00 Day

<u>TRAFFIC DATA COLLECTION:</u>	
Miovision Scout VCU	\$39.55 Day
Traffic Counter	\$76.50 Day

<u>TRANSPORTATION:</u>	
All-Terrain Utility Vehicle (ATV/UTV)	\$445.00 Day
Boat/Motor/Trailer	\$430.00 Day
Company Trucks	\$1.05 Mile
Personal Auto	Current IRS Rate

Rented Equipment

Employee-owned Dive Gear	\$15.00 Day
Employee-owned Wet Suit	\$10.00 Day
Rental Bucket Lift Truck	\$1,220.00 Day

Meals and Lodging (as of October 01, 2022)

Traveler reimbursement is dependent upon where the project is located, not the accommodations nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at: www.gsa.gov/perdiem

The following table shows the breakdown of the Basic (CONUS) rate for lodging, breakfast/continental breakfast, lunch, and dinner. Ayres Associates current CONUS per diem rate is \$150 for lodging and meals (less incidental expenses.)

Rate Description	Explanation	Basic Rate Continental U.S (CONUS)
Lodging	Standard Rate (excluding taxes)	\$98
M & IE	Meals and incidentals as listed on federal website	\$59
Less incidental expenses (not reimbursed)		
Company reimbursement excluding incidentals		(\$5)
Ayres Associates daily meals rate (Net reimbursement rate)		\$54
Rates for meals segregated by type		
Breakfast/Continental Breakfast		\$13
Lunch		\$15
Dinner		\$26
First & Last Day of Travel (Meals @ 75%)		
Ayres meals "Net reimbursement rate" @ 75%		\$40.50

Project Location Look-up:

1. Meal and lodging rates differ by location.
2. For a map of the continental United States go to: www.gsa.gov/perdiem
3. Search the projects location by City, State, or Zip Code.
4. Cities not appearing on the website may be located within a county for which rates are listed.
5. To determine what county a city is located in, go to: www.naco.org and choose "County Explorer".



Reimbursable Expense Schedule (Effective October 01, 2022)

Vendor Supplies - Actual Cost

Aerial mapping	Geotechnical testing/lab services	Presentation materials
Aerial Photography	GIS data	Printing/Reproduction/Plots
55 gallon drums	Gloves (rubber or cloth)	Public notice fees
Airfare	GPS equipment	Publications
Aluminum cap domes	Hammer drill & accessories	Rebar
Aluminum caps	Haz Matls Site Database Research	Recording fees
Asphalt lab test	Hub flags	Reference materials
All terrain vehicles	Hubs	Research fees
Audience response devices	Hydrolift pump	Review Fees
Augering devices	Ice	Robotic survey equipment
Baggage fees	Interface probing devices	Rope
Batteries	Internet services, faxes	Safety equipment
Bentonite	Lab services, testing, supplies	Safety supplies
Bid notice fees	Laser level	Sampling Jars
Binders	Lath	Scans
Binding	Legal document costs	Sediment sampling
Bluelines/blueprints	Legal notice fees	Shelby tubes
Bleach	LiDAR/HD Scanning Equipment	Shipping fees
Boat rental	Light rail fees	Shipping/postage (mass mailings)
Boat ramp fees	Locking caps, caps	Shuttles and taxis
Boundary posts/markers	Locking well caps, well caps	Smoke bombs
Camera	Lodging/extended stay	Software – project specific
Car rentals/ fuel	Locks	Soil sample liners
Carbon dioxide tubes	Lumber crayons	Spatulas
Casing	Magic markers	Spikes
Climbing gear	Maps	Stake chasers
Computer flash drives	Marking paint	Stake tack
Concrete	Materials testing (cylinders/aggregate)	Survey markers
Concrete coring	Meals	Syringes
Concrete testing/equipment	Medical monitoring	T posts
Concrete cylinder molds	Medical testing	Teflon bailers
Corner marker pipe	Meeting room rental	Telephone (employee reimb)
Data research/services/materials	Methanol	Temporary help agencies
Decontamination materials	Micron filters	Temporary housing/lodging
Depth-sounder meters	Models	Testing kits
Disposable bailers	Monuments	Tide gauges
Disposable cameras	Multi-spectral scanner	Toll fees
Disposable gloves	Mylar	Total station
Distilled water	Nail marker tabs	Traffic control/protection
Dividers and tab stock	Nails	Traffic counting equipment
Drill bits	Nuclear Density Meter	Traffic data fee
Drone	On-line access fees	Tubing
Dry-lock fast plugs	On-line survey research	Tyvek Suit
Duct tape	Oxygen meter	Ultrasonic/weld testing
Equipment rental	Paper towels	Utility exploration trenching
Fees/permits/licenses titles	Parking fees	Vapor sampling
Fence posts	Permit fees	Vellum
Field books	Pipe	Vials
Filler paper	Pipettes	Video recording equipment
Film/development/photos	Plan fees	Washers
Flagging tape	Plastic bags	Water filters
Flags	Plastic-coated line	Water/Sewer testing equip, sup
Flow & FLOW 3D testing equipment	Plats/recording fees	Water level recording devices
flow meters	Plots	Well materials
Gaskets	Polyethylene bailers	Well seals
Generator rental	Public info meetings/costs	Whiskers

Appendix 2: 2023 Rate Sheet

AYRES WESTERN DEVELOPMENT SERVICES	
Billing Category	2023 Per Hour Rate
Senior Specialist	\$ 250.00
Senior Professional VI	\$ 220.00
Senior Professional V	\$ 200.00
Senior Professional IV	\$ 190.00
Senior Professional III	\$ 185.00
Senior Project Manager	\$ 180.00
Senior Professional II	\$ 175.00
Project Manager III	\$ 165.00
Project Manager II	\$ 160.00
Project Manager I	\$ 155.00
Senior Professional I	\$ 150.00
Professional III	\$ 140.00
Senior CAD Designer	\$ 135.00
CAD Designer	\$ 115.00
Professional II	\$ 120.00
Professional I	\$ 108.00
Graphic Designer	\$ 95.00
Staff Professional	\$ 95.00
Project Administrator/Accounting	\$ 86.00
Technician	\$ 78.00
Admin Assistant	\$ 78.00

Project costs will be charged at cost, and no contractor markups will be applied.