

**CITY OF WEST ALLIS
AGREEMENT FOR
REBRANDING, POSITIONING, & MARKETING PROFESSIONAL CONTRACT SERVICES:**

**CITY: CITY OF WEST ALLIS
CONTRACTOR: SAVAGE SOLUTIONS, LLC**

PROJECT: REBRANDING, POSITIONING AND MARKETING THE CITY

1.01 BASIC SERVICES

- A. The basic services of CONTRACTOR to be provided under this Agreement are listed in Section 30.01 below (the "Basic Services").
- B. Payment for Basic Services shall be made in accordance with Section 3.01 of this Agreement.

2.01 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

- A. Any service not expressly listed in Section 30.01 of this Agreement may be requested by the CITY and are considered "Additional Services." The CITY may request CONTRACTOR at a future date to perform any or all of these services by a written authorization to proceed with such Additional Service(s). The written authorization to proceed shall become an Amendment to this Agreement.
- B. Payment for the Additional Service(s) shall be in accordance with Section 3.02 of this Agreement.

3.01 BASIC SERVICES

CITY shall pay CONTRACTOR for Basic Services on the basis of CONTRACTOR'S bid (as set forth below in Section 30.01, the "Basic Services").

3.02 ADDITIONAL SERVICES

CITY shall pay CONTRACTOR for Additional Services on the basis of CONTRACTOR'S Hourly Rates for such services as set forth in Section 31.01 of this Agreement, plus Reimbursable Expenses, and services performed by third party service providers and other contractors hired by CONTRACTOR to provide such services. Before the Contractor hires or utilizes third party service providers and other contractors for Additional Services, the Contractor shall obtain the City's written consent.

3.03 REIMBURSABLE EXPENSES

As used in this Agreement, "Reimbursable Expenses" mean the actual expenses incurred by CONTRACTOR, directly or indirectly in connection with the Project, and, if authorized in advance by the CITY, overtime work requiring rates higher than the Hourly Rates.

3.04 NOTICES



All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as listed below, or three (3) business days after a successful transmission by electronic mail, addressed to the electronic mail addresses as follows:

To Contractor: Savage Solutions, LLC
 Attn: Cory Savage
 233 North Water Street, Suite 300
 Milwaukee, WI 53202
 Cory@savage-solutions.com

To City: City of West Allis
 Attn: Rebecca Grill
 7525 West Greenfield Avenue
 West Allis, WI 53214
 rgrill@westalliswi.gov

3.05 TIME OF PAYMENT

CONTRACTOR shall submit statements on or before the twentieth of the month for Basic Services and Additional Services rendered, for Reimbursable Expenses incurred, and for services performed by third party service providers and other contractors hired by CONTRACTOR to provide such services. The CITY shall make prompt payment on or before the twentieth of the month following the date of the CONTRACTOR statement.

4.01 COMMENCEMENT OF WORK

- A. CONTRACTOR shall commence the work to be performed under this Agreement upon receipt of a written work order (a "Work Order") or verbal authorization from the City Administrator or Communications Specialist to proceed from the CITY. Each Work Order or verbal authorization shall define by Basic Services or Additional Services to be performed. Verbal authorizations shall be followed up promptly with Work Orders.
- B. Additional Services shall be commenced within the time agreed to between the CONTRACTOR and the CITY at the time such services are authorized.
- C. The CITY shall not be liable to CONTRACTOR and/or any of its independent Professional Associates and contractors and/or subcontractors or any other party providing services covered by this Agreement 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 CITY for any such delay shall be the allowance of additional time for completion of such work in an amount equal to the time of the delay.

4.02 COMPLETION OF WORK

Subject to extensions related to delays, CONTRACTOR shall complete the work to be performed under this Agreement within the time specified in the Work Order, or if none is specified, then within a reasonable time for the type of work involved.

5.01 APPLICABLE LAW

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, proceeding, or other action 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. The CONTRACTOR and the CITY 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 INTENTIONALLY OMITTED

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 (10) 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 CONTRACTOR under this AGREEMENT may be assigned, delegated or subcontracted without the written consent of the CITY.

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

9.01 CANCELLATION; TERMINATION

- A. The CITY reserves the right to cancel this Agreement in whole or in part, without penalty, for failure of the CONTRACTOR to comply with terms, conditions, or specifications of this Agreement beyond all applicable cure periods.
- B. The CITY may terminate this Agreement for any reason at any time upon not less than ten (10) days written notice to the CONTRACTOR.
- C. In the event the Agreement is terminated, the CITY shall pay the CONTRACTOR for that portion of the work satisfactorily performed prior to the date of termination.

- D. If this Agreement is cancelled or terminated by the CITY for reasons other than the failure of the CONTRACTOR to comply with terms, conditions or specifications of this AGREEMENT beyond all applicable cure periods, the CONTRACTOR shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONTRACTOR for commitments, which had become non-refundable prior to such cancellation or termination.
- E. Upon cancellation or termination under PARAGRAPH A. or B., above, the CONTRACTOR shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and upon receipt of all payments due by the CITY under this Agreement, deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing the services contemplated by this Agreement, whether completed or in progress.
- F. If any undisputed invoice shall not be paid within the payment terms of this Agreement, CONTRACTOR shall have the right, after giving seven (7) days written notice, to suspend all services until all past due amounts have been paid in full. If any overdue invoice shall not be paid within forty-five (45) calendar days after the date of the invoice, CONTRACTOR shall have the right to terminate this Agreement at any time upon prior written notice to the CITY.

10.01 DISCLOSURE

The CONTRACTOR affirmatively states that no CITY official, member of the official's immediate family, or any organization in which a CITY official or a member of the official's immediate family own or controls a ten (10) percent interest is a party to this Agreement.

11.01 ENTIRE AGREEMENT; AMENDMENTS

This Agreement 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. To the fullest extent allowable by law, subject to the limitation of liability paragraph below, CONTRACTOR hereby indemnifies and shall defend and hold harmless the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of CONTRACTOR or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. CONTRACTOR's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the CITY, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of CONTRACTOR, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state of Wisconsin.

Subject to the limitation of liability paragraph below, CONTRACTOR shall reimburse the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Subject to the limitation of liability paragraph below, CONTRACTOR agrees to defend CITY and to pay any judgments, costs and expenses, attorney's fees, expert witness fees, or amounts paid in settlement to which CONTRACTOR agrees, which City may sustain as the result of any claim by a third party (an "Intellectual Property Claim") that the work produced by CONTRACTOR infringes or misappropriates such third party's United States copyright, trade secrets, patents or other intellectual property rights (the "Intellectual Property Indemnity"). This indemnity provision shall survive the termination or expiration of this Agreement.

In order for CONTRACTOR to provide its Intellectual Property Indemnity, CITY must provide CONTRACTOR with prompt notice of such claims or threat of such claims and



CONTRACTOR must be given full control and authority to investigate, defend and/or settle such Intellectual Property Claim. In the event of any Intellectual Property Claim, CONTRACTOR may, in its sole discretion either procure the rights to allow CITY'S continued use of the product or modify the product so that it is not infringing on the claimed third party's rights. Should the Intellectual Property Claim result in CITY'S inability to use the product, then the CITY may terminate this Agreement and receive a pro-rated refund of any unearned fees actually paid.

Notwithstanding any provision to the contrary herein, in any and all claims against the CONTRACTOR under this Agreement, any and all of CONTRACTOR'S liability is expressly limited to the following amounts to the following types of claims:

- \$1,000,000 for bodily injury;
- \$500,000 property damage;
- \$1,000,000 automobile liability;
- The Wisconsin statutory provision for worker's compensation; and
- \$1,000,000 for professional liability, including intellectual property claims.

The CITY acknowledges that the CONTRACTOR is relying on the foregoing limitation of liability provisions in executing this Agreement and the foregoing limitation of liability provisions shall survive the termination or expiration of this Agreement.

- B. CITY agrees to indemnify, defend and hold harmless CONTRACTOR and its subcontractors, 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 the acts, omissions, or other conduct of CITY or any of its elected or appointed officials, officers, employees or authorized representatives or volunteers. 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.

14.01 INDEPENDENT CONTRACTOR

The CITY agrees that the CONTRACTOR 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 CITY further agrees that it will exercise no control over the selection and dismissal of the CONTRACTOR'S employees or agents.

15.01 REPORT AND DOCUMENTATION REQUIREMENTS

- A. The CONTRACTOR'S invoices will be reduced by the sums set forth below for each week that the CONTRACTOR fails to submit a report or document required under this Agreement's time schedule unless such delay is attributable to the CITY or a force majeure event as defined in SECTION 12.01, above. These reductions shall accrue in the amount of 5% of the Work Order after the first full week such report or document is past due and an additional 5% of the Work Order for each additional week thereafter, for any report or document which is overdue.



- B. Assessment of reductions under this Section 15.01 does not preclude the CITY from pursuing any other remedies or sanctions because of the CONTRACTOR'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 timely submit a report or document required under this Agreement, the CITY may, at its sole discretion, in whole or in part, waive its right to penalties otherwise due under this Section 15.01.

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 and upon payment for services as provided for in SECTIONS 3.01, 3.02, and 3.03, all reports, specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the CITY.
- B. CONTRACTOR shall retain one copy of all documents for its file. Any documents generated by CONTRACTOR used by the CITY beyond the intended purpose shall be at the sole risk of the CITY, unless otherwise agreed upon by CONTRACTOR in writing. To the fullest extent permitted by law, CITY shall indemnify, defend and hold harmless CONTRACTOR, its subcontractors, contractors, officers, directors, employees and agents, for any loss or damages arising out of the unauthorized use of such documents by the CITY. 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.

18.01 INTENTIONALLY OMITTED

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 reasonable satisfaction of the CITY.

20.01 RELEASE OF INFORMATION

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

21.01 INTENTIONALLY OMITTED

22.01 SITE ACCESS; DATA

The CITY shall attempt to provide the CONTRACTOR with all relevant data and information in its possession that is requested by the CONTRACTOR. However, in providing such data and information, the CITY or the CONTRACTOR assumes no responsibility for its accuracy, reliability or completeness. The CITY waives any claims against the CONTRACTOR for any inaccurate, unreliable or incomplete information provided by the CITY in connection with CONTRACTOR providing the services contemplated hereunder.

23.01 STANDARD OF PERFORMANCE

The CONTRACTOR'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 INTENTIONALLY OMITTED

25.01 SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR 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 such sections.

27.01 ACCESS TO RECORDS

- A. The CONTRACTOR agrees to maintain for inspection by the CITY all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at its 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 CITY.
- C. The CONTRACTOR agrees to include the provisions of subsection 27.01(A) in any and all contracts or agreements with any and all subcontractors and send proof of said provisions to the CITY before engaging in any work or consenting for the subcontractor to begin the work in the subcontract.

28.01 ERRORS AND OMISSIONS

Except as otherwise provided herein, the CONTRACTOR shall be responsible for the accuracy of the work performed by the CONTRACTOR 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

The CONTRACTOR shall not employ any person employed by the CITY for any work included under the provisions of the AGREEMENT.



30.01 SCOPE OF SERVICE AND COST OF BASIC SERVICES

A. Phase 1 – Research, Design Brand Identity & Plan Estimated Cost: \$47,500

1. Discovery \$6,000 (Flat Rate)

a. Includes: Discovery Meeting and Project Kick-off, Project Brief, Strategic Goals, and Audience Analysis. This work shall include:

1. The CONTRACTOR researching for the new Brand identity (image) for the City of West Allis, including the creation of new City logo positioning and which may include a City slogan and tagline; City signage for buildings, streets, vehicles, and public notice boards; short form Visual Brand Language guidelines; City uniforms and promotional items; City social media graphics; City marketing, promotional, and correspondence items; and assistance to the City in developing a short list of City "Brand champions" that may be used in future promotional campaigns.
2. The CONTRACTOR reviewing and critiquing the CITY'S current marketing methods and logo.
3. The CONTRACTOR conducting a community assessment and/or collect input from the CITY'S stakeholders and partners and external focus groups to review existing community image perceptions. The amount of focus groups and assessments shall be determined by the CONTRACTOR (in the CONTRACTOR'S sole discretion).
4. The CONTRACTOR'S presentation of the CONTRACTOR'S research and findings to the CITY.

2. Brand Ideology and Identity Development \$14,000 (Flat Rate)

a. Includes: Brand concepts with revisions, Brand Elements, including logo, tagline/slogan, positioning, personality, and differentiation. This work shall include:

1. The CONTRACTOR designing and presenting to the CITY a proposal that meets the professional standards of the marketing industry; the proposal shall include , new City logo positioning; City signage for buildings, streets, vehicles, and public notice boards; short form Visual Brand Language guidelines; City uniforms and promotional items; City social media graphics; City marketing, promotional, and correspondence items; and assistance to the City in developing a short list of City "Brand champions" that may be used in future promotional campaigns. The proposal may include a City slogan or tagline.
2. The CONTRACTOR creating a Brand action plan including priorities and implementation strategy.
3. The CONTRACTOR presenting a Brand story and message that has a goal of positioning the CITY for economic and residential growth and attracting visitors to the CITY.

4. The CONTRACTOR creating a Logo and style guide unique to the CITY in branding and advertising the CITY for regular CITY business, tourism and economic development purposes.
 5. The CONTRACTOR developing key messages for individual audiences.
3. Collateral & Promotional Materials \$7,500 (Estimated – depends on materials requested)
 4. Creation and Presentation of Marketing Plan \$20,000 (Flat Rate)
 - a. This work shall include:
 1. The CONTRACTOR creating and presenting a comprehensive three-year marketing strategy to market the refined brand to residents, businesses, and visitors. The strategy shall include different types of media to be used, frequency, and quantity, that is consistent with the CITY'S marketing budget; explanation of what messaging will be used with each type of media, quantity, and variety of different types of campaigns; schedules/explanation of how the message will progress over time; and information on how to measure the effectiveness of the campaign. Furthermore, the strategy shall include the systematic approach for the Contractor working with the City's public officials and employees, private business owners, and private citizens during the three-year marketing plan to ensure the best possible results for communicating the new brand.
 2. The CONTRACTOR creating a marketing strategy that includes style guides and graphic design templates.
 3. The CONTRACTOR providing training for CITY employees and, as agreed to by the parties, related organizations to implement the branding message.
 4. The CONTRACTOR providing a timeline for plan implementation after receipt of the CITY'S marketing budget.
 5. Unless the parties agree to a different date in writing, the provisions of Subsections 30.01(A)(1) and (2) shall be completed by June 1, 2018 and the provisions of Subsection 30.01(A)(3)-(4) shall be completed within 60 days of the CITY notifying CONTRACTOR of brand approval.

B. Payment Plan and Terms

1. CITY agrees to pay promptly for such Basic Services in the following amounts and at the following milestones:
 - a. \$10,000.00 upon execution of this Agreement;
 - b. \$9,375.00 upon CONTRACTOR'S presentation of research and findings;
 - c. \$9,375.00 upon CONTRACTOR'S presentation of brand concept;
 - d. \$9,375.00 upon CITY'S approval of the brand; and
 - e. \$9,375.00 upon CONTRACTOR'S presentation of the marketing plan.

2. The aforementioned payment plan is based on CONTRACTOR'S flat rate charges and an estimate of fees and costs currently requested by CITY, may be subject to change based on requests of the CITY on the estimated items and does not include additional project components such as video, photography or execution of the marketing plan.

31.01 COST OF ADDITIONAL SERVICES.

A. Hourly Rates by Task

TASK	HOURLY RATE
Copywriting	\$125
Creation Direction	\$150
Digital Production	\$100
Graphic Design	\$150
Information Architecture	\$125
Photo Processing	\$85
Photography Retouching	\$150
Project Management	\$85
Project Meetings	\$75
Web Design	\$150
Web Development	\$150

B. Day Rates

TASK	DAY RATE
Video	Starting at \$2,000
Photography	Starting at \$2,000

Day rates include only the time spent at the location. Does not include editing, retouching, or message building for videos or photography assets. Does not include equipment rental. Does not include travel costs.

32.01 INSURANCE REQUIREMENTS

- A. CONTRACTOR shall purchase and maintain for the duration of the Agreement as required by the CITY 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 CONTRACTOR. Some contracts may require professional liability or other insurance beyond the contract term.

Any deductibles or self-insured retentions shall be identified to the CITY; those which exceed \$10,000 must be declared to and approved by the CITY. The CITY may require a review of the latest audited financial statements of the CONTRACTOR. At the option of the CITY, neither the insurer shall reduce or eliminate such deductibles nor shall self-insured retentions as respects to the CITY, its officers, employees, agents and volunteers; or the CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Agreement 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 CITY. The CITY 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 Agreement 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 CITY. The CITY reserves the right to require complete, certified copies of all required insurance policies upon the filing of a claim or lawsuit where the insurer denies coverage.

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 CITY. For Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

CONTRACTOR 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 CONTRACTOR. No subcontractor shall be permitted to commence work until all required coverages have been obtained and certificates and endorsements thereof are filed with the CITY.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be borne by the CONTRACTOR and not the CITY. Failure to maintain the required insurance may result in termination of this Agreement at the option of the CITY.

B. GENERAL ENDORSEMENTS

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

1. Occurrence Based Policies. All required Liability insurance under this Agreement shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Agreement, the CITY does not represent or warrant that coverage and limits will be adequate to protect the CONTRACTOR, subcontractor, their agents or any project engineer.
3. Cross-Liability Coverage. If the CONTRACTOR'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 CITY.
5. Additional Insureds. The CITY, its officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the CONTRACTOR'S liability insurance policies, which insure the CITY up to the required limits. Additional insured status shall be endorsed onto the respective insurance policy by the appropriate ISO Endorsement Form approved by the CITY and executed by duly authorized agents of said carrier.

6. Primary Insurance. CONTRACTOR'S insurance shall provide primary insurance to the CITY, to the exclusion of any other insurance or self-insurance programs the CITY may carry. Any insurance or self-insurance maintained by the CITY shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
7. Waiver of Subrogation. CONTRACTOR waives all rights against the CITY, its officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the CONTRACTOR is required to carry pursuant to this Agreement.
8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the CITY.
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, subject to the terms of the Agreement, the CONTRACTOR shall indemnify and save harmless the CITY against any and all claims resulting from the wrongful or negligent acts or omissions of the CONTRACTOR or other parties acting on its behalf under the Contract to which the insurance applies; and that the hold harmless assumption on the part of the CONTRACTOR 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.**
Wisconsin statutory limits for all employees of the CONTRACTOR.

All subcontractors and material men shall furnish to the CONTRACTOR and the CITY certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the CONTRACTOR.

2. **GENERAL LIABILITY INSURANCE.**
CONTRACTOR shall maintain, and a Certificate of Insurance shall be furnished for Worker's Compensation, Comprehensive General Liability, including Contractual Liability, and Automobile Liability insurance for any claims that may arise from operations under this Agreement in the following amounts:

Bodily Injury	\$1,000,000	each occurrence
	1,000,000	aggregate
Property Damage	500,000	each occurrence
	500,000	aggregate
Automobile Liability	1,000,000	each accident
Worker's compensation		per State Statute

Certificates of insurance, in a form satisfactory to the City Attorney, shall be filed with the CITY and shall provide 30 days' notice of cancellation.

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 CONTRACTOR or Subcontractors, including vehicles and equipment owned by the CITY if used exclusively for the project.

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

- b. **Minimum Limits of Liability:**
Per Occurrence/Accident for Bodily Injury and Property Damage: \$1,000,000.

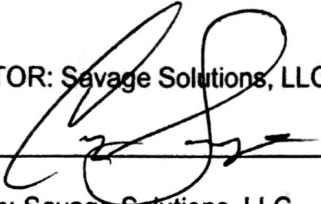
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33.01 SIGNATURE PAGE

The City of West Allis and Savage Solutions, LLC enter into this Agreement for Rebranding, Positioning & Marketing Professional Contract Services (in response to RFP# 17-002), as of December 6, 2017. Project scope must be completed within identified budget and payment plan. Any additional services will be quoted and agreed upon in writing.

Your signature below will act as your acceptance of this Agreement. If you are in agreement, please sign and retain one fully executed copy of this Agreement, and return one fully executed copy, to the CITY.

CONTRACTOR: Savage Solutions, LLC

Signature: 

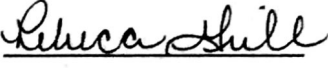
Organization: Savage Solutions, LLC

Printed Name: Cory Savage

Title: President

Date: 12/7/17

CITY: City of West Allis

Signature: 

Organization: City of West Allis

Printed Name: Rebecca Grill

Title: City Administrator

Date: 12/6/17

Approved as to form:



Jenna Merten, Assistant City Attorney



Peggy Steeno, Director of Finance

