



---

# REQUEST FOR PROPOSAL

---

FISCAL STABILITY STUDY

PROCUREMENT NO. 2024-58

**Submission Deadline:  
2:00PM CDT, DECEMBER 5, 2024**

# Request for Proposal Notice:

---

**CITY OF EAU CLAIRE, WISCONSIN**

**REQUEST FOR PROPOSAL**

**PROCUREMENT NO. 2024-58**

The City of Eau Claire is seeking a qualified firm to provide information and options to the city in an effort to thoroughly understand best practices in pursuit to long-term fiscal stability as described in this RFP.

**Deadline for submission: 2:00 PM CDT, December 5, 2024**

All bids shall be received electronically via DemandStar **OR** sealed and clearly marked “RFP 2024-58” and submitted to the Purchasing Department, City of Eau Claire, 203 S. Farwell, Eau Claire, WI 54701 (in-person, UPS, or FedEx), PO Box 5148, Eau Claire, WI 54702 (USPS) not later than **2:00 PM CDT on December 5, 2024**.

1. **Copy of the proposal**
2. **Copy of cost/fees**
3. **Addendum acknowledgements**

All proposals submitted must be received by the City of Eau Claire by the deadline established in this RFP. It is recommended to upload the required documents on DemandStar in plenty of time before the deadline.

RFP forms can be obtained at the **DEMANDSTAR BY ONVIA** website, [www.demandstar.com](http://www.demandstar.com). This is a free subscription service for agencies participating under the Wisconsin Association of Public Purchasers (WAPP) such as the City of Eau Claire. Register for **DEMANDSTAR BY ONVIA** at <https://www.demandstar.com/app/wapp/registration>.

# Table of Contents:

---

Section	Page No.
1) Project Description.....	4
2) Scope of Work.....	5
3) Project Timeline.....	7
4) Instructions.....	7
5) Preparing and Submitting.....	9
6) Evaluating Process and Criteria.....	11
7) American Rescue Plan Act (ARPA) provisions.....	12
8) Attachment (Sample Contract).....	15

# Section 1.0 - Background:

**Fiscal Challenges:** The City of Eau Claire has been working hard to implement steps to address the structural deficit we face, while limiting the impact of changes resident safety and quality of life. Over the past 30+ years, City staffing levels have fallen while, at the same time, both the size of the city and the expectations of residents have grown. After decades of cuts, the pandemic hit in the spring of 2020. The pandemic and subsequent years shrunk the labor market and drove up costs. Tax lawsuits, including from one of our major hospital systems, further shift the burden of taxes to our struggling households. Both the City and resident finances have been pulled to the point of breaking.

The fiscal challenges we face include:

- Increasing debt; and
- Increasing cost of core services, such as Health Insurance and materials/fuel.

We have taken steps that we know to be available, including the following:

- We placed on the ballot and voters approved a referendum to hire 12 public safety staff;
- We proposed and Council ultimately passed a vehicle registration fee to prevent accelerated deterioration of our streets;
- We lobbied the State for increased shared revenue, obtaining some increase, but far less than our peer cities; and

We scrutinized fiscal partnerships to be sure that resident tax dollars are spent on services benefiting residents.

**Regional Center:** The City of Eau Claire is the largest community in the northern half of the State of Wisconsin, making it the center of a large region. The City of Eau Claire makes up 59 percent of Eau Claire County’s equalized value. It contributes more to its county’s equalized value than any other municipality in Wisconsin (apart from the town of Menominee, which is 100 percent of the Menominee County.)

CODE	COUNTY NAME	Type	MUNI	SPLIT MUNI	2022 EQUALIZED VALUE	2023 CONSTRUCTION	PERCENT	County EV	Muni as % of County	NNC as % of County EV
18221	EAU CLAIRE	CITY	EAU CLAIRE	*	6,928,643,000	200,127,300	2.89	11,791,028,100	59%	1.7%
40251	MILWAUKEE	CITY	MILWAUKEE	*	39,432,998,900	449,351,000	1.14	87,033,713,500	45%	0.5%
13251	DANE	CITY	MADISON		39,024,059,200	864,933,400	2.22	88,733,525,000	44%	1.0%
53241	ROCK	CITY	JANESVILLE		7,195,842,200	163,242,500	2.27	16,945,621,900	42%	1.0%
30241	KENOSHA	CITY	KENOSHA		9,307,639,900	247,513,000	2.66	22,228,331,000	42%	1.1%
32246	LA CROSSE	CITY	LA CROSSE		5,131,278,800	35,084,300	0.68	13,652,459,600	38%	0.3%
45255	OZAUKEE	CITY	MEQUON		5,997,009,400	70,699,700	1.18	15,979,054,000	38%	0.4%
70266	WINNEBAGO	CITY	OSHKOSH		5,336,259,600	75,549,200	1.42	17,593,899,800	30%	0.4%
05231	BROWN	CITY	GREEN BAY		9,135,224,100	87,439,800	0.96	30,127,329,900	30%	0.3%
44201	OUTAGAMIE	CITY	APPLETON	*	6,345,575,100	139,428,300	2.20	21,365,649,100	30%	0.7%
30174	KENOSHA	VILLAGE	PLEASANT PRAIRIE		5,369,863,700	121,875,900	2.27	22,228,331,000	24%	0.5%
67206	WAUKESHA	CITY	BROOKFIELD		9,027,968,300	88,331,100	0.98	75,406,493,900	12%	0.1%
67291	WAUKESHA	CITY	WAUKESHA		8,702,131,200	192,040,000	2.21	75,406,493,900	12%	0.3%
40291	MILWAUKEE	CITY	WAUWATOSA		9,006,577,400	274,477,700	3.05	87,033,713,500	10%	0.3%
67261	WAUKESHA	CITY	NEW BERLIN		7,105,119,400	73,937,600	1.04	75,406,493,900	9%	0.1%
67151	WAUKESHA	VILLAGE	MENOMONEE FALLS		6,939,272,100	100,417,400	1.45	75,406,493,900	9%	0.1%
40292	MILWAUKEE	CITY	WEST ALLIS		5,518,411,300	35,901,600	0.65	87,033,713,500	6%	0.0%
40226	MILWAUKEE	CITY	FRANKLIN		5,423,303,100	95,637,400	1.76	87,033,713,500	6%	0.1%
40265	MILWAUKEE	CITY	OAK CREEK		5,226,696,500	82,818,400	1.58	87,033,713,500	6%	0.1%

# Section 2.0 - Scope of Services:

---

## 2.1 SUMMARY

The City of Eau Claire seeks to understand best practices and different options that we can pursue to long-term fiscal stability, with a particular focus on:

1. An examination of terms of current or potential partnerships with regional entities, including governmental, non-profit, and for-profit entities;
2. A study of applicable DOR and other laws and rules related to revenue; and
3. A guided discussion with City staff, Council Members, partners, and community members to map out a path to fiscal stability.

## 2.2 AREAS OF FOCUS FOR STUDY

We seek a consultant who can bring an external perspective and new ideas as to how we can fund our work as a regional hub, including through these efforts:

**Partnership Study:** An examination of terms of current or potential partnerships with regional entities, including governmental (Eau Claire and Chippewa Counties, School District, UWEC, CVTC, regional authorities), and non-profit and for-profit entities. We believe there may be opportunities that could benefit both the City and its partners.

Areas of focus include, but are not limited to:

- Public Safety: Our Fire Department currently provides ambulance service for a majority of the County's residents. The City's Police Department manages a Communications Center that serves the entire County. We seek to understand if these arrangements are the best options for our fiscal stability.
- Library: The Library receives a portion of the net new construction annually multiplied by their prior year's budget. They retain their fund balance of unused levy and also have their own pay scale and benefits, and we are working to align those with City employees' pay and benefits. We seek to understand if there are there any opportunities that we are not aware of to maximize revenue.
- Transit: The City operates transit, subsidizing operations by about \$1.4 million each year from our general fund. Are there other models to explore? We note that there was a 2017 bill for regional transit in Eau Claire, and we hope that this proposal may be revived: [Wisconsin Legislature: SB323: Bill Text](#)
- Public Health: For the past 80+ years, the City of Eau Claire has been part of a joint City/County Health Department. Both the City of Eau Claire and the County levy residents for the Health Department based on the municipality's share of the County's equalized value. City residents pay for the portion we levy, while the County levies all other municipalities except ours. How much those communities pay depends on their equalized value, and that changes over the years. Part of the City of Eau Claire is in

Chippewa County, and those residents are levied by Chippewa County for Health Department Services and by the Eau Claire County Health Department, so pay double levies. We recognize that this is a less common arrangement relative to other counties and would be interested in understanding the strengths and challenges of this model.

- **Street Maintenance:** The County Highway Department is paid for by both City and County residents equally through our County taxes and the County's wheel tax. However, all work takes place on County roads outside of the City. County Highway roads within the City have, at some point, all been turned over to the City for maintenance. The County Highway roads outside the City of Eau Claire are levied for through the County tax bill and assessed to City taxpayers as well. The City of Eau Claire roads are levied for by the City. No County wheel tax dollars are paid to the City for City roads. Are there other models of shared services or funding for city streets? How does the split of funding in Eau Claire compare to that of other municipality/county partnerships elsewhere?
- **Others:** We would like at least a broad review of the current status/health of shared work in Emergency/Risk Management, Treasury and GIS, Open Space acquisition and maintenance, and the Senior Center.
- **Future Collaborations:** In addition to evaluating current existing partnerships, we'd like to review options and models for entering into new formal partnerships to increase coordination around work that: 1. Ensures each resident and family in our community can thrive; and 2. That makes most efficient use of our assets and infrastructure and maintenance of it.

Areas to explore include:

- *Community Collaboration/Cabinet:* We'd like to see how the City can have a stronger partnership with the School District, the County Human Services Department, and other partners such as health care systems. How might we work out governance, data sharing, and financing agreements to advance these goals?
- *Parking Management Authority:* We'd like to explore the feasibility of establishing a parking management authority with both private and public entities that manage parking spaces.
- *Services for the Unhoused:* We'd like to see a roadmap of who parties can help address this issue.
- *Asset Management:* We are implementing an Asset Management System, and perhaps this could be used more broadly for other entities, such as ECASD.

**Revenue Options Review:** A study of applicable DOR and other laws and rules related to revenue.

- Local Options Sales Tax
- Premier Resort Area Tax
- User Fees
- Rooms Tax Spending
- Special Charges
- Impact Fees
- Innovation Grant Funding

**Fiscal Stability Discussion:** A guided discussion with City staff, Council Members, partners, and community members to map out a path to fiscal stability, including steps that can be taken and milestones reached over the next years and decades. We would benefit from an outside party helping us to evaluate tough choices and trade-offs and changing or shrinking our service area or increasing our charges. We are currently carrying out studies on parking, transit, open space, employee benefits, and trash, and findings from these studies can be used to inform the discussion. The recommendations can be built into our Comprehensive Plan which is due for update in the next year.

## **Section 3.0 – Timetable of Project:**

---

RFP available for distribution..... November 7, 2024

Deadline for questions to: [greg.bowe@eauclairewi.gov](mailto:greg.bowe@eauclairewi.gov).....12:00pm, November 18, 2024

Deadline for submittal of Proposal.....2:00pm CDT, December 5, 2024

Complete evaluations, review & recommendation of award.....by December 11, 2024

## **Section 4.0 – Instructions:**

---

### **4.1 Request for Proposal Information**

It is the responsibility of the Consultant to carefully read the entire Request for Proposal, which contains provisions applicable to successful completion, and submission of an RFP. If any ambiguity, inconsistencies or errors are discovered in the RFP, the City Purchasing Manager must be notified in writing. Only interpretations or corrections of the RFP made in writing through addenda by the Purchasing Manager will be considered binding. The Purchasing Manager must receive all requests for interpretations or corrections no later than the date specified in the RFP timetable. The RFP consists of all documents identified in the Scope of Work section of this RFP.

### **4.2 Submission of Proposals**

Submit one (1) electronic copy of the proposal and price proposal (proposal and price proposal should be in separate files) via DemandStar **OR** sealed and clearly marked “RFP 2024-58” and submitted to the Purchasing Department, City of Eau Claire, 203 S. Farwell, Eau Claire, WI 54701 (if in-person, UPS, or FedEx), or PO Box 5148, Eau Claire, WI 54702 (if USPS) not later than the deadline listed in this RFP.

Modified qualifications and proposals can be submitted to replace all or any portion of previously submitted information. The Selection Committee will only consider the latest version as part of its deliberations.

#### **4.3 Withdrawal of RFP**

Qualification and proposal information may be withdrawn from consideration prior to the submission deadline by written request, on the Consultant's letterhead, submitted to the Purchasing Manager.

#### **4.4 RFP Postponement or Cancellation**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all submittals to the RFP, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP as it deems to be in the best interest of the City of Eau Claire.

#### **4.5 Contracting Department**

The Finance Director [Kitzie.Winters@eauclairewi.gov](mailto:Kitzie.Winters@eauclairewi.gov) will be the administrator of the project resulting from this RFP.

#### **4.6 Incurring Costs**

The City of Eau Claire is not liable for any cost incurred by proposers in replying to this RFP. The City of Eau Claire reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of the City of Eau Claire.

#### **4.7 Proprietary Information**

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Each page must be clearly marked "CONFIDENTIAL". The City shall comply with State and Federal Law(s) as to complying with request for information.

#### **4.8 Fixed Price Period**

All price, cost, and conditions outlined in the RFP/Price Proposal shall remain fixed and valid for acceptance for a 90-day period commencing on the due date of the contractor's proposal. The City reserves the right to negotiate the scope of services and cost with the highest ranked consultant, when only one firm is short-listed.



#### **4.9 Certification of Independent Price Determination**

By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The process in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor.

#### **4.10 Restricting Competition**

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **4.11 Clarification of the RFP (Request for Proposals)**

If additional information is necessary to assist the vendor in interpreting this RFP, direct questions by phone (715) 839-4957 or email: [Purchasing2@eauclairewi.gov](mailto:Purchasing2@eauclairewi.gov). See timetable for submittal of formal questions.

## **Section 5.0 – Preparing and Submitting:**

---

#### **5.1 General Instructions**

Evaluation and selection of the firm for this project will be based on information submitted in the request for proposal plus references, oral presentations (if requested), other references and supplemental information. Failure to respond to each requirement in the RFP may be the basis for rejecting a response.

Elaborate Proposals; e.g. expensive artwork beyond that which is sufficient to present a complete and effective proposal is not necessary.

#### **5.2 Request for Proposal (RFP)**

Letter of Introduction/Statement of Interest

- Summarize the firm's interest in this project and any special knowledge or expertise that the firm has to offer.

- Include name of contact person, phone number, e-mail address and web site address

#### Table of Contents

- Include a Table of Contents that outlines in sequential order, the major areas of the proposal. All pages of the proposal, including enclosures, must be clearly and consecutively numbered as documented in the Table of Contents.

#### Firm's Information; including the following:

- Office location
- Ownership, affiliation, and years in business
- Past performances on similar contracts in terms of cost control, quality of work and compliance with performance schedules.
- List of the last three (3) assignments of similar projects and budget ranges that were completed by the firm, including the firm's lead person and references for this project.

#### Firm's Financial Responsibility

- The Firm shall provide information demonstrating that it has the necessary financial resources to perform the contract resulting from this RFP. Proposers must submit with their response to the RFP at a minimum, a current credit statement or letter from the firm's primary Bank verifying credit worthiness.

#### Information on individuals who will provide the service, including the following:

- Resume or biosketch of the individual in charge of the service and other employees involved.
- Identify any sub-consultants to be used on the project and the percentage of their level of involvement along with their experience working on like projects.

#### Proposed services; Include the following:

- Proposed work plan or proposed scope of work and technical/innovative approaches for the project. Provide both a summary and the detail of your proposed services.
- Indicate proposed timeframe to complete the tasks and the estimated number of hours per assigned individual or specific service.

#### Price Proposal:

- Price Proposal shall include any and all one-time or set-up charges, as well as all other fees that will be charged.
- The price must reflect all costs, which the City would be required to pay the firm in connection with Section 2.0, Scope of Work in this RFP, including costs for fund administration.
- The price proposals shall be submitted separately from the technical response in a separate email file and shall include a price for each category specified and all other costs, on an annualized basis, for which the City will be expected to pay, must be indicated on the form.

## **Section 6.0 – Evaluation Process & Criteria:**

### **6.1 Evaluation Criteria**

The evaluation team will base their decision on the qualifications and experience of the firm and staff along with feedback that may be requested from references. The evaluation process will include a review and ranking by each individual member of the review team of each proposal. The review team may meet and combine their rankings to select the top firms to have their price proposals reviewed.

The price proposal of the highest ranked firms will have their price proposals opened and the cost of the services will be formulated with the firms ranking to arrive at the total ranking of each of the three firms. The recommendation to award the contract will be to the firm that has the highest point total of the selected firms

### **6.2 Appeals Process:**

Protests of this award must be made in writing specifically stating provisions that have been violated and filed with the Purchasing Department within 14 days after issuance notice of award or after such proposer knows or should have known the facts given rise thereto. Protest process will follow City Code of Ordinance 2.92.195.

### **6.3 Negotiations with top rated firm**

Upon selection of the top-rated firm, the City may enter into limited negotiations with the selected top-rated firm to clarify the scope of services to be provided. Note, however, that costs for services are part of the evaluation and scoring of points. You are encouraged to submit your best and final offer with the proposal.

### **6.4 Terms of Agreement**

Upon mutually agreeing to the terms of the contract, written agreement will be prepared by the City utilizing the City's contract agreements (Exhibit B attached) as amended to

the specific terms of this contract. It is important to note that the City will not indemnify the Consultant. The City will own all documents and drawings they pay a Consultant to prepare.

## **6.5 Failure to Reach Agreement**

If an agreement cannot be reached with the top-rated firm, negotiations will be terminated and the City will open negotiations with the second rated firm. The negotiation process will continue until an agreement is reached with one of the short-listed firms. If no agreement is reached with the short-listed firms the negotiation process will be terminated at the City's discretion.

## **Section 7.0 – ARPA Provisions:**

---

The City of Eau Claire is using funds for this project issued under H.R.1319 American Rescue Plan Act of 2021. As such, all contractors/vendors completing work or supplying materials under ARPA funding must comply with the Federal provisions outlined below. Failure to comply will result in disqualification from the award.

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. FORM INCLUDED BELOW.
7. **Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Vendors/contractors/consultants submitting proposals for this RFP agree to be in full compliance with the above Federal provisions applicable to the project and agree to maintain all documents required under these provisions for a period not less than (7) seven years.



CITY OF EAU CLAIRE, WISCONSIN

## ***SAMPLE AGREEMENT***

**SERVICES  
PROJECT NO.**

### **I. NAME OF CONTRACTING PARTIES**

This contract is entered into on \_\_\_\_\_20\_\_, between the City of Eau Claire, 203 South Farwell Street, Eau Claire, Wisconsin 54702-5148, hereafter called the City and \_\_\_\_\_, hereafter called CONSULTANT.

The parties hereto agree as follows:

### **II. PROJECT MANAGER**

#### **A. Assignment of Project Manager**

The CONSULTANT shall assign the following individual to manage the project described in this contract.

Project Manager:

The CONSULTANT appoints \_\_\_\_\_ to function as project manager with respect to the work performed under this contract.

#### **B. Changes in Project Manager**

The City has the right to approve or disapprove any proposed change from the individual named in Article II.A. The City shall be provided with a resume for any proposed substitute and shall be given the opportunity to interview that person prior to its decision to approve or disapprove.

### **III. SCOPE OF WORK AND RESPONSIBILITIES OF THE CONSULTANT**

#### **A. Scope of Work**

The CONSULTANT shall provide the services described in Attachment 'A', Scope of Services.

#### **B. Other Services**

The CONSULTANT shall, upon request and without additional compensation, furnish such explanation as may be necessary to clarify and interpret the plans, specifications or report, as the case may be.

#### **C. Additional Services**

The CONSULTANT shall provide additional products and/or services provided by this Agreement if such additional products and/or services are requested in writing by the City's Project Manager or other authorized employee of the City. Such additional costs may not be incurred prior to receipt of written approval by the City. Compensation for services provided by this Agreement shall be as specified in Article V. Costs for additional products and services not covered under this Agreement shall be negotiated and set forth in a written amendment to this Agreement executed by both parties. The amendment shall be executed by both parties prior to proceeding with the work covered under subject amendment.

#### **IV. RESPONSIBILITY OF THE CITY**

At its own expense, the City will have the following responsibilities regarding the execution of the contract by the CONSULTANT.

A. Project Officer

The City appoints \_\_\_\_\_ to function as project officer to act as the City's representative with respect to the work performed under this contract.

B. Prompt Response

To prevent an unreasonable delay in the CONSULTANT's work, the City will examine all reports, drawings, specifications and other documents and will make authorizations in writing to the CONSULTANT to proceed with work within a reasonable time period.

C. Project Requirements

The City will furnish, at the CONSULTANT's request, such information as is needed by the CONSULTANT to aid in the progress of the project, providing it is reasonably obtainable from City records.

#### **V. COMPENSATION AND TERMS OF PAYMENT**

The City shall pay the CONSULTANT, in accordance with the terms and conditions of this contract for basic services, as set forth in Article III A and B, a maximum fixed fee of \$\_\_\_\_\_, and for additional services, as set forth in Article III.C, subject to written approval of the City, at the rates shown in Attachment 'B'. Rates shown in attached fee schedules shall be firm for the duration of this agreement.

#### **VI. METHOD OF PAYMENT**

The CONSULTANT shall submit itemized monthly statements for services described in Article III of the contract. The City shall pay the CONSULTANT within 30 calendar days after receipt of such statement.

#### **VII. TERMINATION OF THE CONTRACT**

A. For Cause

If, through any cause not beyond the control of the CONSULTANT, the CONSULTANT shall fail to fulfill in timely and proper manner the obligations under this agreement, the City shall have the right to terminate this contract by written notice to the CONSULTANT. In this event,



the CONSULTANT shall be entitled to compensation for any usable work completed.

**B. For Convenience**

The City may terminate this contract by giving written notice to the CONSULTANT no later than 10 calendar days before the termination date. If the City terminates the contract under this clause, the CONSULTANT shall be entitled to just and equitable compensation for any work completed.

**VIII. CONFLICT OF INTEREST**

No elected official or employee of the City who exercises any responsibilities in the review, approval, or carrying out of this contract shall participate in any decision relating to this contract which affects his or her direct or indirect personal or financial interest.

**IX. ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

**X. TITLE TRANSFER**

The products of this contract shall be the sole and exclusive property of the City. Upon completion or other termination of this contract, and at the request of the City, the CONSULTANT shall deliver to the City machine-reproducible copies of any and all materials pertaining to this contract. Future use of these products (plans, specifications, and all other materials produced under this contract) by the City for different facilities without specific adaptation by the CONSULTANT, will be at the risk of the owner.

**XI. PUBLIC RECORD CONTRACT CLAUSE**

Both parties understand that the city is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stats. § 19.21, et seq. CONSULTANT acknowledges that it is obligated to assist the city in retaining and producing records that are subject to the Wisconsin Public Records law, and that the failure to do so shall constitute a material breach of this agreement, and that the contractor must defend and hold harmless from liability under that law in regard to records maintained or that should have been maintained by the contractor. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this agreement.

**XII. CONFIDENTIALITY**

No reports, information, and/or data given to or prepared or assembled by the CONSULTANT under this contract shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the City.

**XIII. INDEMNITY**

The CONSULTANT shall indemnify and hold harmless the City, its employees and subcontractors from and against any and all claims and actions, including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a negligent act, error, or omission of CONSULTANT or any of its agents, subcontractors, or employees in the performance of services under this Agreement.

**XIV. INSURANCE**

To the satisfaction of the City, the CONSULTANT shall maintain insurance or otherwise provide protection against claims under Worker's Compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the CONSULTANT is legally liable. A certificate showing the amounts and extent of such protection shall be submitted to the City prior to commencement of work under this contract.

**XV. CONTROVERSIES**

Any controversy or claim arising out of this contract will be settled in accordance with Chapter 2.92 of the City Code of Ordinances.

**XVI. ERRORS OR DEFICIENCIES**

The CONSULTANT shall without additional compensation revise any materials prepared under this contract if it is determined that the CONSULTANT is responsible for any errors or deficiencies.

Further, the CONSULTANT shall be responsible for costs incurred by the City, which are over and above the costs that would have been incurred, had the error, omission or deficiency not occurred.

**XVII. CONTRACT PERIOD**

This agreement shall, unless otherwise stated elsewhere herein, terminate upon final payment to the Consultant. Both parties' obligations under this agreement, which by their nature are intended to continue beyond termination or expiration of this Agreement, shall survive the termination or expiration of this agreement.

**XVIII. COMPLETENESS OF THE CONTRACT**

This document and any specified attachments contain all terms and conditions of this contract and any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this contract. There are no understandings, representations or agreements, written or oral, other than those incorporated herein.

**IN WITNESS WHEREOF**, the parties have signed this contract as of the day and year first above written.

FOR THE CITY:

FOR THE CONSULTANT:

BY: \_\_\_\_\_  
Greg Bowe  
Purchasing Manager

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed/printed)

\_\_\_\_\_  
Title