



REQUEST FOR PROPOSALS

FOR

PROFESSIONAL ENGINEERING SERVICES

7TH ST W RECONSTRUCTION

CITY PROCUREMENT NO. 2025-01

Submission Deadline:

NOVEMBER 13, 2024 – 4:00 p.m. CT

**REQUEST FOR PROPOSALS (RFP)
FOR
PROFESSIONAL ENGINEERING SERVICES
7TH ST W RECONSTRUCTION**

TABLE OF CONTENTS

Section	Page No.
1. Introduction & Background	3
2. Scope of Services	3
3. Instructions to Proposers	5
4. Proposal Format	9
5. Evaluation / Selection Process	11
6. Attachments	
<input type="checkbox"/> Attachment A – Standard Consultant Contract	
<input type="checkbox"/> Attachment B – Overview Map	

**REQUEST FOR PROPOSALS (RFP)
FOR
PROFESSIONAL ENGINEERING SERVICES
7TH ST W RECONSTRUCTION**

SECTION 1 – INTRODUCTION & BACKGROUND

The City of Altoona, hereinafter referred to as the “City”, is seeking the services of an experienced and qualified firm or company, hereinafter referred to as the “Proposer” or “Consultant”, to provide engineering consulting services for the design of 7th St W from Bartlett Ave to James Ave. Construction is expected to be completed in 2025.

The City of Altoona is an Equal Opportunity Employer. The City encourages disadvantaged, minority, and women-owned consultant firms to respond.

SECTION 2 – SCOPE OF SERVICES

The intent of this Request for Proposals (RFP) is to obtain professional engineering services from qualified firms for the design of the utility extensions.

The City will rely upon the professional knowledge of the Consultant to identify any additional items required for a project of this type, and the Consultant shall include and highlight those items within the proposal.

The Consultant shall submit a proposal clearly defining all required steps and phases of work required to complete the project through final design and bid package preparation. The Proposer shall also include a lump sum fee. The Consultant shall address, at a minimum, the following items.

A. PRELIMINARY PHASE

A.1 – Topographic Survey: The Consultant shall complete a topographic survey of the project limits. The Consultant shall make such surveys as are necessary to accomplish the services under this contract. Such surveys shall be complete, detailed, and as accurate as necessary to develop plans for design of the project and to yield the data necessary for computation of the quantities of the items of work for the construction. Surveys shall be tied into the Eau Claire County coordinate system using North American Datum of 1983 (1991 adjustment) – NAD83 (1991).

An electronic digital terrain model (DTM) of topographic survey points shall be provided to the City in .dwg or .dgn format. This file must contain the individual shots recorded during the topographic survey.

A.2 – Preliminary (30%) Conceptual Design: The Consultant shall work with the City Engineer in laying out a preliminary design for the street, sidewalk, sanitary sewer, storm sewer, and watermain, including roadway alignment, geometry, and pipe layout. The 30% preliminary design shall be provided to the City Engineer for presentation to the City Council.

B. DESIGN PHASE

Work to be completed by the Consultant is anticipated to include, but not be limited to, the following tasks during the design phase of the project. All components of the Design Phase must be completed by February 14th, 2025 in preparation for a late winter bid.

B.1 – Design Development: Develop a detailed design layout based upon the conceptual layout for the project working closely with the City Engineer.

B.2 – Plans & Specifications: Following approval of the design development plan, the consultant will prepare a final design and specification bid package. The Consultant shall attend a meeting with City Staff to review progress at the 30 percent, 60 percent, and 90 percent completion stages. Work on preparation of the final bid package will include, but not be limited to, the following tasks and activities:

B2.1 – Agency Coordination: The Consultant shall consult with all affected local, state and federal agencies and supply them with the necessary information concerning the project, including exhibits, so as to enable them to discharge their responsibilities within their jurisdictions.

B2.2 – Permits: The Consultant shall determine those permits necessary to advance the project to the construction stage. When a permit is required, the Consultant shall prepare the application, on the forms and in the manner prescribed by the issuing agency, for execution and submittal on behalf of the City.

B2.3 – Construction Staging: A key component of the design is maintaining access to existing properties to the greatest extent practicable. The Consultant shall prepare a traffic staging and detour plan for the project to accommodate existing access and traffic where feasible throughout construction. This shall require coordination with Altoona School District.

B2.4 – Utility Coordination & Planning: The consultant will be expected to notify, undertake, and complete utility coordination with Xcel Energy, Eau Claire Electric Co-Op, AT&T, Charter Communication, Chippewa Valley Internetworking Consortium (CINC), and any other utilities identified with facilities near the project work area.

B2.5 – Engineer’s Estimate: The Consultant shall prepare and submit an estimate for the cost to construct the project.

B2.6 – Bid Documents: The Consultant shall prepare a complete set of Plans and Specifications to be used for bidding purposes. One (1) set of paper reproducible plans and one (1) electronic copy in Adobe - .pdf format of the plans (11” x 17”) and specifications

shall be submitted to the City for use in preparing Bid Documents. The documents shall be prepared for use by the City to bid the project. The Consultant shall consult with the City Engineer to assure that the format, organization, language of the specifications and other documents unique to the project are compatible with the documents provided by the City. Design plans and specifications must be in relative conformance to City standards. The final plans, as a minimum, shall include the following set of drawings:

- Title Sheet
- Typical Sections
- Construction Details
- Estimate of Quantities
- Plan & Profile
- Erosion Control Plan
- Traffic Control & Construction Staging Plan
- Cross Sections

The Consultant shall prepare all bidding documents and provide them to the City in electronic format for posting on the City's bid distribution network.

C. CONSTRUCTION PHASE

Work to be completed by the Consultant is anticipated to include, but not be limited to, the following tasks during the construction phase of the project.

C.1 – Preconstruction Conference: Attend the pre-construction conference.

C.2 – Construction Staking and As-Built: Provide construction staking for the contractor. Following the completion of the project, prepare as-built drawings and provide a digital copy to the City Engineer.

C.3 – LRIP Certification: Complete Engineer's Certification for LRIP compliance.

D. INFORMATION & SERVICES TO BE PROVIDED BY THE CITY

The following information and services will be provided by the City.

C.1 – Digital base maps (.dwg, .dgn, .dxf)

1. Existing City map
2. Existing utility mapping

C.2 – Record drawings of adjacent projects where available

C.3 – LiDAR data as necessary

SECTION 3 – INSTRUCTION TO PROPOSERS

A. EXAMINATION OF THE REQUEST FOR PROPOSALS

It is the responsibility of the Proposer to carefully read the entire Request for Proposals (RFP) which contains provisions applicable to successful completion and submission of a proposal. If any ambiguity, inconsistencies or errors are discovered in the RFP, the City Engineer must be notified in writing. Only interpretations or correction of the RFP made in writing through addenda by the City Engineer will be considered binding on the Proposer. The RFP consists of all documents identified in the Table of Contents.

B. RFP TIMETABLE

The anticipated schedule for the RFP and contract approval is as follows:

- | | |
|--|-------------------------------|
| <input type="checkbox"/> RFP submittal deadline | November 13, 2024 (4:00 p.m.) |
| <input type="checkbox"/> Council Award of Contract | November 21, 2024 |

C. PROPOSAL SUBMISSION

All proposals should be submitted to the City Engineer by email at christienh@ci.altoona.wi.us. The subject line shall indicate the email message constitutes submittal of a proposal. If file size prohibits transmittal via email, the City will accept submittals via flash drive delivered to City Hall at the address below, or via file transfer site.

City Engineer
CITY OF ALTOONA
1303 Lynn Avenue
Altoona, WI 54720

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the Proposer.

The submittal of a Proposal will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.

D. ADDITIONAL INFORMATION / ADDENDA

Requests for additional information or clarification must be made in writing. Requests should contain the Proposer's name, address, phone number, facsimile number or e-mail address. E-mail should be addressed to christienh@ci.altoona.wi.us.

The City will issue responses to inquiries and any other corrections or amendments in written addenda issued prior to the Proposal due date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or addenda issued subsequent to the issuance of this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addenda issued will prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the City prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of the addenda received as part of their proposal.

E. MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal due date. The Evaluation Committee will only consider the latest version of the proposal as part of its deliberations.

F. WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award, unless the proposal is withdrawn. A proposal may be withdrawn in writing upon the expiration of ninety days after the due date of the proposals, if the written request is received by the City prior to the award of a contract.

G. LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Proposal due date and time are late and will not be considered. Modifications received after the Proposal due date are also late and will not be considered. Letters of withdrawal received after the expiration of ninety days from the Proposal due date or after the award of contract, whichever comes first, are late and will not be considered.

H. RFP POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP and to award a contract in the best interest of the City of Altoona.

I. PROPOSAL PREPARATION COSTS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to the award of a contract.

J. INTELLECTUAL PROPERTY

All items pertaining to this project shall become the intellectual property of the City of Altoona, and shall be provided to the City in electronic format for both design and record drawing documents. Record drawing documents shall be delivered to the City within thirty (30) days of completion of construction.

K. PROPOSALS NOT CONFIDENTIAL

Any info submitted as part of a proposal shall not be considered confidential. No proposal information or selection process information will be released until a final recommendation has been prepared by the City or the process is terminated. Prior to that time, only a list of the Proposers will be made public.

L. NEGOTIATIONS

The City may select a Consultant on the basis of initial submittals received, without discussions. The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another selected Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No proposer shall have any rights against the City arising from such negotiations or termination thereof.

M. RULES, REGULATIONS AND LICENSING REQUIREMENTS

All Proposers shall comply with all laws, ordinances and regulations applicable to the services contemplated by the RFP. Proposers are presumed to be familiar with all Federal, State, and Local laws, ordinances, codes, and regulations that may affect the services to be offered.

N. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a proposal as non-responsive.

O. LITIGATION

The contract resulting from this RFP shall be constructed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Western District of Wisconsin.

P. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not assign any interest in the contract resulting from this RFP and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of the City. Consent will not be given to any proposed assignment which would release the Consultant of responsibilities under this contract. The Consultant must obtain prior written consent from the City to delegate, assign, transfer, or subcontract any functions or responsibilities required to fulfill the obligations under the contract resulting from this RFP.

Q. TERMINATION FOR CAUSE

If the Consultant fails to fulfill any of the obligations under the contract resulting from this RFP in a timely manner, or otherwise violates any of the covenants, agreements or stipulations material to the contract, the City shall thereupon have the right to immediately terminate the contract by giving written notice to the Consultant of such termination.

SECTION 4 – PROPOSAL FORMAT

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain each of the documents described, fully completed and signed as required. Proposers shall provide documentation that demonstrates their ability to satisfy the qualifications needed to successfully complete the project. Proposals submitted which do not include the items described or which do not meet the qualification requirements or which fail to provide the necessary supporting documentation may be considered non-responsive and may not be considered for award.

A. PART A.1 – PROPOSAL

The Proposal must contain the following sections:

A.1.1 – Cover Page: The Cover Page should include the following information:

- ✓ Proposer's Name
- ✓ Contact Person for RFP
- ✓ Business Address
- ✓ Business Phone
- ✓ Facsimile Phone
- ✓ e-mail Address – Primary Contact
- ✓ Web Site Address
- ✓ Title of RFP: Professional Engineering Services – 7th St W Reconstruction
- ✓ Procurement No.: 2025-01

A.1.2 – Table of Contents: The Table of Contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

A.1.3 – Organizational Structure: The Proposer shall describe the organizational structure (corporation, partnership, individual sole proprietor, etc.) by providing the following information.

- a) Date incorporated / organized & State of incorporation / organization
- b) States registered as a foreign corporation
- c) Services or activities engaged in by the corporation / organization. The Proposer shall include branches or other subordinate units or divisions that will perform or assist in performing any work resulting from this RFP.
- d) Number of years the firm has been in existence
- e) Size of the corporation, partnership, or individual sole proprietor.

- f) Primary markets and services provided.

A.1.4 – Technical Qualifications: The Proposal should address how the Proposer will accomplish the Scope of Service, as described in Section 3 of this RFP. The Proposal should be structured and presented in a format and in such a manner that the Selection Committee can easily rate the submittal based on the evaluation criteria outlined in Section 5 of this RFP. This submittal should include the following minimum information.

- a) General Qualifications – Describe the general qualifications of the firm.
- b) Special Qualifications – Describe any special or unique qualifications of the firm as it relates to this project.
- c) Staff Qualifications – Include resumes demonstrating relevant experience of key personnel to be assigned to the project. Indicate the role of each key staff member in the project. Indicate who will be the project manager and the estimated percentage of time that each the Proposers key personnel will spend on the project.
- d) Previous Experience – Provide a list of clients, including name, address, contact person, and telephone number, for whom similar or related services have been provided in the past 5 years. Include a short description of the project, the name of the project manager and staff that were assigned along with their role in the project.
- e) Project Implementation – Describe how the Proposer will organize and perform the work describe in the Scope of Services. List the names of any sub-consultants intended to be used and the percentage of the total services to be provided by sub-consultants.
- f) Understanding of Project – Describe the firms understanding of the project and the planned approach to achieve the objectives of the project. This may be submitted in any format that the Proposer feels in appropriate. Submittal should include a listing of contemplated tasks and the estimated hours by personnel classification.
- g) Time Schedule – Include a time schedule to complete the Scope of Services contemplated for Part A – Preliminary Phase and Part B-Design Phase.

B. Part B – Price Proposal

The Proposer shall submit a price proposal for the required work, including the following:

B.1 – Price: A proposed “lump sum” price for the proposal. This shall include any and all items necessary for the successful completion of the project. The Proposer shall take note of paragraph two in Section 3 – Scope of Services. The Lump Sum Price will be used for determining the Price component of the Proposal rating.

B.2 – Rate Schedule: A current schedule of hourly rates by employee classification to be used on the project in the event additional work is required.

SECTION 5 – EVALUATION / SELECTION PROCESS

Following the opening of the Proposal packages, the proposals will be evaluated by the City. The City reserves the right to interview candidates.

A. Part A – Technical Qualifications

The Selection Committee will first evaluate and rate all responsive proposals on the five (5) qualification criteria listed below. Each category has a weight assigned according to its perceived importance to the project (highest = 10, lowest = 1). Each member of the Selection Committee will independently review the proposals and assign a rating to each category. The ratings scores are as follows.

Ratings Scores

10	OUTSTANDING	Exceptional, applicable in rare instances.
8	EXCELLENT	Considerably above average, definitely stands out, makes immediate impression
6	ABOVE AVERAGE	Well above average
4	NORMAL	Satisfactory
2	MARGINAL	Doesn't quite meet satisfactory standards
0	UNSATISFACTORY	Unsuitable

The maximum possible total for Part A is 500 points.

1. Water & Sewer Design Experience

(Firm's demonstrated experience with designing and managing construction of a utility extension project, particularly involving Wisconsin DOT right-of-way)

(Rating) _____ X (Weight) 10 = _____.

2. Key Personnel & Roles

(Qualifications, professional skills, and direct well experience of key individuals assigned to the project)

(Rating) _____ X (Weight) 10 = _____.

3. Project Approach

(Thoroughness of submitted Scope of Work, and demonstrated understanding of the required necessary steps)

(Rating) _____ X (Weight) 10 = _____.

4. Final Plans & Bidding Documents

(Firm and key staff demonstrated experience to complete a quality set of construction and bidding documents that result in minimal field changes and contract change orders)

(Rating) _____ X (Weight) 10 = _____.

5. Time Schedule

(Demonstrated understanding of the required time to complete the requested work)
(Rating) _____ X (Weight) 10 = _____.

B. Part B – Price Proposal

After the Selection Committee has rated and ranked the proposals based on technical qualifications, it will then evaluate the price proposals. The price proposal submission will be assigned a maximum total of 500 points.

The responsive proposal with the lowest total cost will be given the maximum points.

Every other responsive proposal will be given points proportionately in relation to the lowest total price proposed. This point total will be calculated by dividing the lowest total price proposed by the price proposed for the Proposal being evaluated, with the result then being multiplied by the weight (300 points) to arrive at a cost score of less than the maximum total points for price.

Example: (LPP ÷ PPP) x TP = Points
LPP = Lowest Price Proposed
PPP = Proposer's Price Proposal
TP = Total Points Available (500)
Points = Points assigned for Price

C. Overall Ranking

The Selection Committee will then determine the overall ranking by adding the Technical Qualification score (Part A) with the Price Proposal score (Part B) to determine the overall ranking.

Upon completion of the ranking, the Selection Committee will direct City Staff to prepare contract documents for review and approval by the City Council.

A copy of the City's standard consultant contract is attached for your review and consideration.

D. Contract Award

The City reserves the right to award a contract to the Proposer whose Proposal is deemed to be in the best interest of the City of Altoona, and further reserves the right to reject any and all proposals in its sole and absolute discretion.

CONTRACT FOR CONSULTING SERVICES

Between

City of Altoona and CONSULTANT

This Agreement is entered into by and between the City of Altoona, Wisconsin, ("the City") and _____ ("the Consultant"), whose principal office is located at _____.

WHEREAS, the City has determined the need for consulting services to be performed for completion of the _____ project; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to the following terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform services as described on **Exhibit "A"** attached hereto and incorporated herein by this reference as if fully set forth in this contract. In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements.
2. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within thirty (30) days of receipt of an approvable invoice as well as the form set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference.

The Consultant shall provide engineering services for this project for the fee of \$ _____ which includes all costs necessary to complete the project.

The Consultant shall complete and return **Exhibit "C"**, Tax Identification Number, to the City prior to or along with the first billing voucher submittal. The Consultant is also required to file an IRS form 1099, and no billing will be paid until the 1099 is filed.

3. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services which are described in **Exhibit "A"** attached hereto. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental work program and upon the City's approval, shall be compensated on the same terms of this contract as previously stated, or in a manner mutually agreed upon by both parties.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending February 29, 2012, unless sooner terminated under the provisions hereinafter specified.
5. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City's use of the documents, drawings, specifications, and other materials outside of the project intended. Electronic copies of

any documents produced within the scope of this Agreement will be provided to the City.

6. **Independent Consultant.** The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

7. **Indemnification/Hold Harmless.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. **Insurance.**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Wisconsin.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than

\$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance required of the Consultant **before** commencement of work.

9. **Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

11. **Termination.** This Agreement may at any time be terminated for any reason by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the

right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.

12. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
13. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
14. **Entire Agreement.** This Agreement and **Exhibits A, B & C** constitute the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
15. **Notices.** The designated project representative for the City of Altoona is:

Notices to the City shall be sent to the following address:

City of Altoona
City Engineer
1303 Lynn Avenue
Altoona, WI 54720
Phone number: (715) 839-6092

Notices to the Consultant shall be sent to the following address:

Phone number: _____

16. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Eau Claire County, Wisconsin. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
17. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in **Exhibit "A."** In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project.

18. **Invoice and Activity Report.** The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.

CONTRACT SIGNATURES

DATED this _____ day of _____, 2016.

CITY OF ALTOONA

By: _____
Signature

Printed Name and Title:

Mike Golat, City Administrator

By: _____
Signature

Printed Name and Title:

EXHIBIT A

SCOPE OF WORK for PROFESSIONAL SERVICES

Project:

Client: City of Altoona, Wisconsin

Date:

Description of Work:

SCOPE OF WORK

Total Fee: \$ _____

Schedule:

EXHIBIT B

City of Altoona
Billing Voucher

To: City of Altoona
City Engineer
1303 Lynn Avenue
Altoona, Wisconsin 54720
Phone number: (715) 839-6092
Fax number: (715) 839-1800

Submittal No.: _____

Consultant: _____ Telephone: () _____
Mailing Address: _____
Project Title: _____
Contract Period: _____ Reporting Period: _____
Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____ (Attach Invoice)

Authorized Signature

BUDGET SUMMARY

Total contract amount \$ _____
Previous payments \$ _____
Current request \$ _____
Total requested this
 contract to date \$ _____
Balance remaining \$ _____

Note: If applicable, submit a separate voucher for each project, which is funded by your City of Altoona contract.

For Department Use Only

Christien Huppert, P.E.
City Engineer

Date: _____

EXHIBIT C

CITY OF ALTOONA
1303 Lynn Avenue
Altoona, Wisconsin 54720
Phone number: (715) 839-6092
Fax number: (715) 839-1800

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Altoona, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business.

Please complete the following information request form and return it to the City of Altoona before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation Partnership Government Agency
 Individual/Proprietor Other (please explain)

Tax Identification #: _____

Social Security #: _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

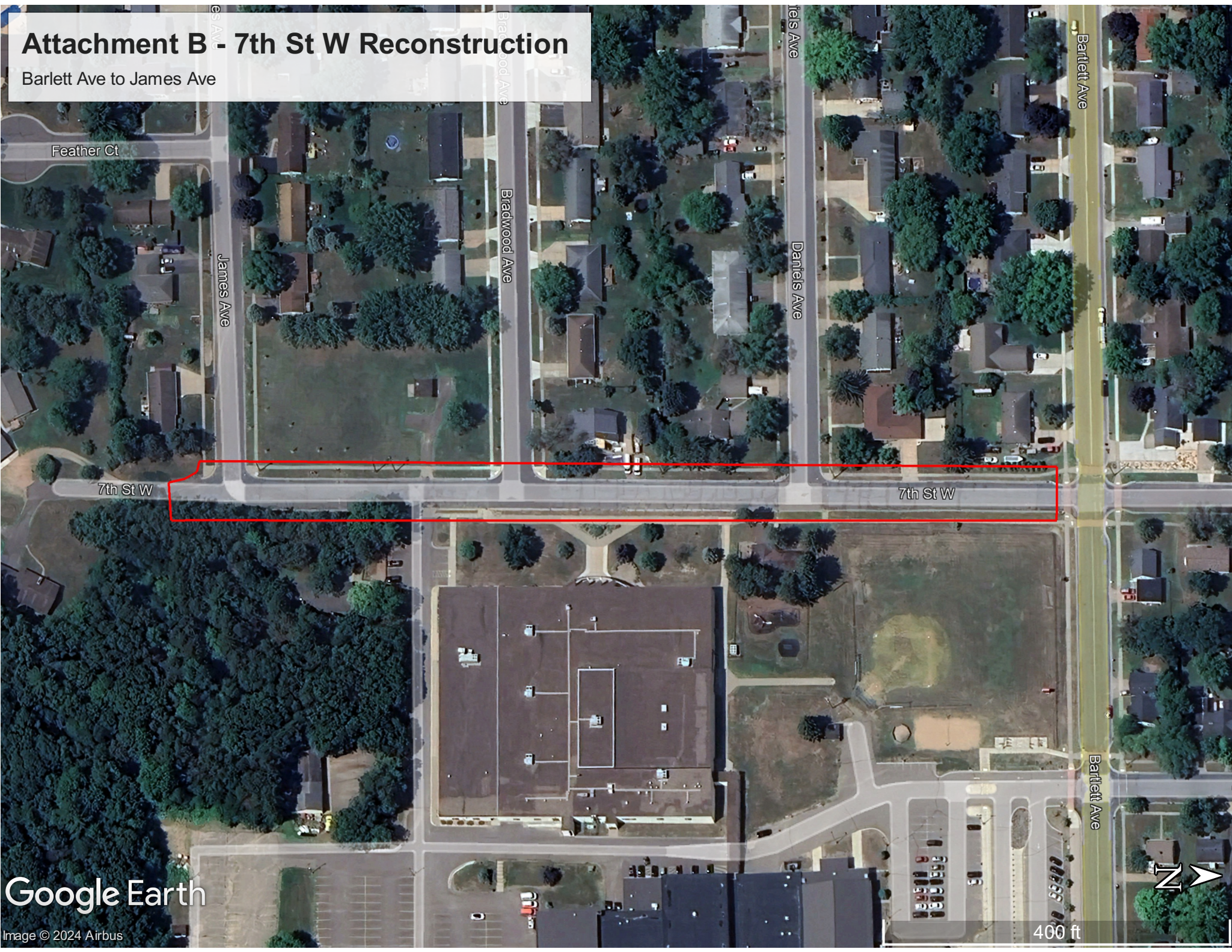
Business e-mail: _____

Authorized Signature (required)

Date

Attachment B - 7th St W Reconstruction

Barlett Ave to James Ave



Feather Ct

James Ave

Bradwood Ave

Daniels Ave

Bartlett Ave

7th St W

7th St W

Bartlett Ave

Google Earth

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400 ft