



REQUEST FOR PROPOSAL

COMPREHENSIVE PLAN MAJOR UPDATE

PROCUREMENT NO. 2026-21

**Submission Deadline:
March 10, 2026, 12:00PM CST**

Request for Proposal Notice:

CITY OF EAU CLAIRE, WISCONSIN

REQUEST FOR PROPOSAL

PROCUREMENT NO. 2026-21

The City of Eau Claire is seeking a qualified and experienced consultant firm to update its Comprehensive Plan. The last major update was in 2015, and minor amendments occurred in 2022 and 2025. The plan update must build upon the legacy of past plans, meet statutory requirements, and reflect the vision, goals and policies of the City to guide improvement of the community over the next 20 years. Proposals will be judged by the scope of work and criteria found in this RFP.

Deadline for submission: 12:00 PM CST, (March 10, 2026)

All bids shall be received electronically via DemandStar **OR** sealed and clearly marked “RFP 2026-21” and submitted to the Purchasing Department, City of Eau Claire, 203 S. Farwell Street, Eau Claire, WI 54701 (in-person, UPS, or FedEx), PO Box 5148, Eau Claire, WI 54702 (USPS) not later than **12:00 PM CST on March 10, 2026**.

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

All proposals submitted must be received by 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. This is a free subscription service for agencies participating under the Wisconsin Association of Public Purchasers (WAPP) such as Eau Claire County. Register for **DEMANDSTAR BY ONVIA** at <https://www.demandstar.com/app/wapp/registration>.

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Section 1.0 - Project Description:

Background

The City of Eau Claire is the largest city in western Wisconsin with approximately 74,000 residents. It is the cultural and economic hub of the three-county Chippewa Valley metropolitan area containing over 200,000 people. There is a diverse economy and a strong higher education presence with about 15,000 college students. The city is one of the fastest growing larger cities in the state and experiences about 1% growth annually with redevelopment and greenfield subdivisions. Adjacent smaller urban communities and townships are also growing at similar rates.

State Laws

In Wisconsin, broad “Home Rule” authority is given to cities to govern themselves subject to state enabling and preemptive laws. In recent years, the legislature has curtailed some municipal controls. Levy limits are strict and can only be raised by the net new construction percentage from the preceding year, or zero if none. Thus, operating budgets are tight unless residents approve a referendum. While new development is important in this context, it also puts strain on essential services. There is no State planning agency, although there is platting and annexation review by the Department of Administration, and various agencies such as the DNR and DOT have some review authority.

Comprehensive Plan

Comprehensive planning powers are granted under State Statute 66.1001. The plan is required to be updated every 10 years. Regulations like zoning need to be consistent with and not contrary to the guiding land use plan, objectives, goals, and policies. Eau Claire’s first plan was completed in 1953. Subsequent plans were adopted in 1968, 1982, 1993, 2005, and the most current plan was adopted in 2015. The major themes of the current plan include

1. Be an attractive city where people want to live and work
2. Thrive as a regional center with good jobs in education, health care and manufacturing
3. Achieve compact growth; include nodes of higher intensity; build move-up housing; maintain a clear rural edge
4. Bring about redevelopment and infill growth, particularly in the older neighborhoods
5. Improve household economic well-being
6. Practice environmental stewardship.

The plan was amended in 2022 during a 5-year minor update, which is typical practice the City uses to keep the plan current. It was most recently updated in 2025 to align the plan’s land uses with a brand new zoning and subdivision zoning code, called the land development ordinance (LDO).

Zoning

Zoning powers are granted under State Statute 62.23(7). Eau Claire’s first zoning code and accompanying districts were adopted in 1923. A 1952 zoning code overhaul put in motion many

of the dimensional lot standards and use separations that remain today. Before the LDO completion, the last major overhaul was in 1990.

The 2022 minor comprehensive plan update ushered in the need for the zoning reform and the LDO went into effect October 2025. There were criticisms that the existing development code was not achieving outcomes consistent with the 2015 comprehensive plan's main growth strategy achieving compact and sustainable growth. Other alignments areas addressed in the new LDO included adding gentle density options in the previous one- and two-family residential districts, more mixed uses and nodes of higher intensity; more affordable housing options and incentives, improvement in site/building design, and stronger environmental protections with tree preservation, outdoor lighting regulations and environmental buffers.

Other Plans

The City Planning staff and other staff also produce and enforce many specialized plans that are often adopted as part of the comprehensive plan. These include the recent Comprehensive Outdoor Recreational Plan, numerous neighborhood plans and sub district plans, historic preservation plans, a bicycle and pedestrian plan, a waterways plan, and a Renewable Energy Action Plan (climate action plan). The scope of these plans is impressive but difficult to track and remember all the policies. One of the important goals for this plan update is to seek ways or future ways to consolidate some plans. For example, the urban area district plan is a new concept to provide more equitable planning to areas not organized with active neighborhood association while bundling together a few of the more active neighborhoods.

Public Participation Plan (PPP)

The City expects strong community engagement as part of this project. This includes working with our City Council, Plan Commission, relevant other boards and commissions, community stakeholder individuals/groups, neighborhoods associations, and general public. Groups that are typically not engaged very well should be addressed. This includes youth and college ages, older seniors, minority populations, and people of different abilities.

The City is open to trying new methods or approaches and the consultant may suggest what they have found to work with specific groups or in general. We are particular interested in ways to meet people where they are at instead of having to come to city meetings. This could include in-person opportunities but also using smartphones, etc.

In the past two major comprehensive planning updates, a large steering committee has been used with 40-50 people. That is not the preferred approach this time because we have found not everyone stays involved with the work being so broad and the length of time it takes. An advisory committee of around 12-15 members is envisioned with this update.

Intergovernmental Relations

Addressing future growth outside the city limits will be an important need in this plan update. The Town of Washington is seeking to incorporate as a new village along the City's southern border. Other adjacent townships and the City of Altoona and Village of Lake Hallie have supported their incorporation filing. The City is currently fighting this petition, and the State will rule in early May if they can move forward or not. There are existing intergovernmental

agreements on land use with the Town of Washington and the other four adjacent towns that run till 2031. The basic approach is to reserve land for Eau Claire urbanization on utilities within the Sewer Service Area (SSA). This SSA plan that is required by the State DNR for water quality management is out of date and is in the process of being updated with all the jurisdictions in the MPO. The approval of this plan is anticipated to be complete before the comprehensive plan so will prove to be instructive.

Some Desired Outcomes

- Undertake a public process that fairly addresses the issues and solutions and includes as many voices as possible.
- Address major issues and opportunities identified during the public process.
- Unless changed, continue to build upon the compact development main growth strategy that has been used for at least three decades.
- Assist in creating an effective future land use plan with more detail, urban districts, and flexibility with some land uses. This should also include GIS digital twins or other 3D graphic representations/models of desired land use patterns.
- Plan for industrial land expansion and diversification.
- Recommend fiscal land use patterns and capital improvement expenditures that help the City use taxpayer resources effectively.
- Seek intergovernmental relation solutions over land use and boundary issues.
- Seek ways to integrate, align or reference other plans, the capital improvement plan, and the strategic plan of the City Council.
- Recommend best practices on how the City may use boards, commissions, and committees more effectively.
- Beautify the city with useful planning form and function policies.
- Create more complete neighborhoods with housing choices, commercial and jobs within walkable 15-minutes distance.
- Create an official map for identified future roads, utilities, community facilities.
- Promote housing supply, diversity, and affordability.
- Balance growth with preserving environmentally sensitive lands and waters, and lessen pressure on sprawl that has environmental and habitat degradation (trees, steep slopes, prime agricultural lands, etc.)
- Lower carbon emissions of development and transportation (there is a city-wide carbon-neutrality goal by 2050)

Resources

City of Eau Claire Comprehensive Plan:

<https://www.eauclairewi.gov/government/our-divisions/planning/comprehensive-plan>

City of Eau Claire GIS website:

<https://eauclairecitywi.wgxtreme.com/>

Section 2.0 - Scope of Work:

The consultant shall submit a proposed work plan with timeline based on the following scope of work. Provide both a summary and the detail of the proposed services, tasks, and include any technical/innovative approaches for the project that address desired outcomes.

With work beginning in May 2026, staff estimates the process could take as long as 18-20 months, with completion before 2027. Based on this, indicate a proposed workplan to complete the various tasks needed.

The consultant should respond to the process and four stages envisioned below, or alternatively, recommend another process or modifications if they have found them to be effective in major updates to Comprehensive Plans.

Plan Development

For this major update, the plan's chapter "elements" must follow state law 66.1001(2). Please review the nine required elements and the details. The City typically includes more information than the basic requirement. The current plan is voluminous. It has extra chapters beyond what is required. Some of these chapters may need to remain or new ones might be identified. However, there is a lot of repetition of policies and information as it is framed differently depending on the chapter's topic. Assessment work that was used to inform the plan development should be captured in a supplemental document that can be referenced.

One important goal is to make the new plan easier to understand and use for everyone but without losing the substance. Ideas may include consolidating chapters and streamline narrative text include using lists, visual graphics and 3D digital twins, photos, and cross-reference/indicator symbols. Indicators for values and factors that are important may include work/jobs, education, technology, good design, quality of life, health and safety, diversity, equity and inclusion, sustainability, climate change, resilience, affordability and fiscal stewardship, etc. We are also interested in ways to distill the final content down for the public, which could include website/online ideas, executive summaries, poster foldouts, etc.

Planning Staff

The Planning Division is led by a planner manager, who will be project lead. There are 3 other professional planners in the division, two associate planners and one assistant planner. The lead associate planner will be the project assistant. The Community Development Department Director oversees the Planning Division and the Economic Development, Inspections Division and Housing Divisions.

Project Team

Other key City staff will join the planners on the project team. This will include the City Manager and the Deputy City Manager, or as they deem best, Engineering, Community Services (Parks and Recreation/Utilities). From time to time, others important voices will be included such as from the City's Housing Division, Legal, and so on.

Regular check-ins with the project manager will be needed, along with project staff team meetings/virtual meetings. The consultant should determine which components described in the PPP they will want to be at in-person.

Public Participation Plan (PPP)

Please review the City's PPP in Exhibit 'A' for process, the four stages and expectation of community engagement. This plan is required by State Law and has been vetted by the City Council and approved by the Plan Commission. Responses should follow this plan and timeline.

The City is dedicated to engaging all groups and people in authentic ways, and particularly those who typically are not at the table with this sort of community planning effort. Flexibility and innovation such as using credible AI tools¹ to more quickly seek greater levels of public input and ideas are allowed. There is preference to use local organizations and community partners for some targeted outreach. Firms or technology that specialize in the community engagement space may be an option. A subconsultant to manage and conduct this work may be utilized. Up to \$20,000 is available, with allowance to have separate budget allocations within this amount for multiple strategies.

Local partners can help lend a hand, provide effective and trusted communication, organize and even facilitate targeted outreach where their people may already be such as at events or meetings. A list of groups, but not limited to, include Western Dairyland, Eau Claire Community Nexus, Hmong Mutal Association, El Centro de Conexión de Chippewa Valley, Boys and Girls Club, Senior Center, United Cerebral Palsy of West Central Wisconsin, UWEC, etc. Staff can assist with contacts, questions, or other options on how to achieve this important outcome.

Land Use Plan Audit

The City has an existing contract to perform a specialized land use audit against the 2015 plan. This will include a thorough review of the City's current land use policies by analyzing recent growth and development trends and leveraging metrics tailored to Eau Claire. The audit will establish baseline analysis and scenario models of the current Future Land Use Plan's performance. The audit will not result in a new Future Land Use Plan. Further, this study includes a complete neighborhood index to understand amenities and needs and an assessed value per acre economic analysis. These analyses will serve as a resource to guide future development and inform the larger upcoming comprehensive planning efforts. The Planning Manager will manage this project and how it relates and integrates into the larger comprehensive plan project and that project consultant.

Section 3.0 – Timetable of Project:

RFP available for distribution.....	February 9, 2026
Deadline for questions to: joseph.avery@eauclairewi.gov	12:00pm CST, February 17, 2026
Deadline for submittal of Proposal.....	12:00pm CDT, March 10, 2026
Complete evaluations, review & prepare recommendations.....	March 10-17, 2026
Oral Presentations (if needed).....	week of March 23, 2026
Complete evaluations, review & prepare recommendations.....	week of April 6, 2026
Council Approval of Selected Consultant.....	April, 2026

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 2026-21” 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.

4.3 Modified Submissions of 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.

4.4 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.

4.5 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.

4.6 Contracting Department

The Community Development Department – Planning Division will administer the contract resulting from this RFP.

4.7 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.

4.8 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.

4.9 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.

4.10 Oral Presentation

The City may require Proposers to give an oral presentation in support of their proposal or to exhibit or otherwise demonstrate the information contained therein.

4.11 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.

4.12 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.

4.13 Clarification of the RFP (Request for Proposals)

If additional information is necessary to assist the vendor in interpreting this RFP, questions will be accepted by: telephone (715) 839-4957 or email: Shelley.Waughtal@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.

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.
- Incorporation of the public participation plan. Applicant is welcomed to add other ideas or methods that allows for effective community engagement.
- 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.

- 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

RFPs will be judged by scoring in the following areas.

- Company profile and capability of the firm
- Experience, and references of firm and staff assigned
- Proposed services (work plan, public participation plan and any innovations)
- Expected outcomes (timeline schedule and deliverables)

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 firms. The recommendation to award the contract will be to the firm that has the highest point total of the selected firms.

A. Company Profile and Capability of Firm	15
B. Experience and References of Firm and staff assigned	20
C. Proposed Services (work plan, public participation plan, innovations)	35
D. Expected outcome (Timeline schedule/proposed deliverables)	10
Subtotal	80
Cost \$	20
TOTAL	100

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.



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 Ned Noel, Planning Manager 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