

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LA CROSSE, WISCONSIN AND
RDG PLANNING & DESIGN**

This Agreement is entered by and between the City of La Crosse, Wisconsin hereinafter referred to as the "City" and RDG Schutte Wilscam Birge, Inc. (dba RDG Planning & Design), 1302 Howard Street, Omaha, Nebraska 68102, in association with Economic & Planning Systems and Neighborhood Planners, hereinafter referred to as the "Consultants."

WHEREAS, the City wishes to develop a Downtown Master Plan for the city; and

WHEREAS, the City is committed to a planning process that provides community engagement in the preparation of the plan; and

WHEREAS, the Consultants have indicated a willingness to provide professional planning services to the City in the preparation of this plan.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section One. Scope of Services

The Consultants agree to provide in a complete and professional manner the work elements set forth in *Exhibit A, Scope of Services*, attached hereto and incorporated into this Agreement.

Section Two. Additional Services

- 2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, a fee for such services may be negotiated and agreed upon prior to commencing services.
- 2.2. Additional tasks may be added to this agreement by amendment(s) at such time the City is prepared to proceed with each Task.

Section Three. Time of Performance

- 3.1. The schedule for completion of project deliverables is on or before **December 31, 2020**.
- 3.2. The Steering Committee may extend the schedule beyond the completion

Section Four. Responsibilities of the City

The City agrees to provide the Consultants with complete information and available maps and materials relevant to the completion of the services provided herein and to perform the following services:

- 4.1. **Access to Work.** The City shall make best efforts to arrange access to and make provisions for the Consultants to enter upon public and private lands as required for the Consultants to perform such work as inventories, field surveys, and inspections in the development of the Plan.
- 4.2. **Records, Files, and Previous Planning Efforts.** The City shall make all records and files (GIS data) relevant to the Plan available to the Consultants as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City shall make previous reports and market studies available to the Consultants, along with all other studies and work that provide information pertinent to the completion of the Plan.

- 4.3. **Consideration of Consultants' Work.** The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultants and shall inform the Consultants of all decisions and comments within thirty (30) days to avoid undue delays.
- 4.4. **Steering Committee.** The City shall organize a Steering Committee to provide direction, review deliverables, and promote participation in the planning process. The City's Representative shall be the primary point of contact with the Steering Committee.
- 4.5. **Meetings.** The City shall provide logistical support for all meetings, including arranging for meeting places and assisting with notification of participants and citizens. The City shall further hold all required public hearings, serve all required notices, and fulfill all legal requirements associated with the project.
- 4.6. **City's Representative.** Representatives from the City and Downtown Mainstreet, Inc. shall be responsible for the City's portion of the project management. Andrea Schnick, Economic Development Planner, shall be the primary point of contact

Section Five. Compensation and Method of Payment

- 5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be a fixed-fee not-to-exceed Two-Hundred Thousand Dollars (\$200,000.00).
- 5.2. Payment for services shall be made monthly in proportion to services performed. All billings shall be accompanied by a written progress report describing the status of the project.
- 5.3. The fee includes all travel-related expenses for eight (8) visits. Additional visits can be negotiated as provided in Section 2.
- 5.4. The fee includes the production of one hard copy and one electronic copy of the Plan. Production of additional copies shall be reimbursed at cost.

Section Six. Ownership of Materials

- 6.1. The City shall control all media releases or other publicity related to the completion of this project.
- 6.2. No report or map produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants. The City becomes the owner of the project deliverables and has full right to use, copy, distribute and reuse such materials at its discretion without further cost or payment to the consultants. Reproduction or distribution of illustrations or renderings shall acknowledge the principal author, RDG Planning & Design.

Section Seven. Assignment

The Consultants agree that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City.

Section Eight. Amendments

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

Section Nine. Nondiscrimination

In the execution of this Agreement, the Consultants shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

Section Ten. Termination

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, due to the fault of others than this firm, this firm shall be paid for services and expenses to the date of such termination.

Section Eleven. Independent Contractor

In relationship to the City of La Crosse, the status of the Consultants under and by virtue of this Agreement is that of independent contractor.

Section Twelve. Indemnification

The Consultant agrees to indemnify and hold harmless the CITY, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

Section Thirteen. Terms and Conditions

See attached STANDARD TERMS AND CONDITIONS (Service Contracts), Revised 12.04.18 Sections 1-12 above take precedence in conflicting statements with the attached Standard Terms and Conditions.

IN WITNESS WHEREOF, the AGREEMENT has been executed this ____ day of May, 2020.

CITY OF LA CROSSE, WISCONSIN

By:

Tim Kabat
Mayor

RDG SCHUTTE WILSCAM BIRGE, INC. (d/b/a RDG PLANNING & DESIGN)

By:

Amy Haase, AICP
Principal