

11-18-19



**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
BAY-LAKE REGIONAL PLANNING COMMISSION AND
CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN
(Bike and Pedestrian Master Plan and Action Plan)**

This Agreement entered into this ____ day of _____ 2019, by and between the City of Manitowoc, (herein called the "City") and the Bay-Lake Regional Planning Commission (herein called the "Commission".)

WITNESSETH: The City of Manitowoc is a participating member of the Commission; and

WHEREAS, the City has requested the Commission to provide services to develop a Bike and Pedestrian Master Plan and Action Plan for the City of Manitowoc; and

WHEREAS, The Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

- I. Engagement of Commission. The City hereby agrees to engage the Commission and the Commission hereby agrees to perform the services hereinafter set forth.
- II. Scope of Work to be Undertaken by the Commission.
 - A. The Commission will provide consultant services as detailed in the Commission's proposal for *City of Manitowoc Bike and Pedestrian Master Plan and Action Plan*, dated August 2019.
 - B. The Commission shall coordinate all of its work with the City Engineering Department, or other assigned personnel, to guide the process of preparing the City's Bike and Pedestrian Master Plan and Action Plan.
- III. Assistance from the City.
 - A. The City agrees to supply all such data and assistance reasonably available to the City as detailed in the Commission's proposal for *City of Manitowoc Bike and Pedestrian Master Plan and Action Plan*, dated August 2019.
 - B. The City agrees to notice all public meetings associated with this project in accordance with state law.
- IV. Personnel
 - A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is understood that its personnel shall in no manner be considered employees of the City nor shall they have any contractual relationships with the City.
 - B. All of the services required hereunder will be performed by the Commission or under supervision of its personnel.
 - C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of the City.

- V. Time of Performance. This contract will be in effect as of the date first above written through December 31, 2020, and may be extended upon the mutual agreement of the Commission and the City.
- VI. Total Fee for Services. Total fee for services will be a lump sum of \$25,660 as detailed on page 18 of the attached *Bike and Pedestrian Master Plan and Action Plan* proposal developed by the Commission.
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the City will reimburse the Commission monthly, after receiving an invoice from the Commission.
- VIII. Termination for Convenience of the City. If through any cause, barring an act of God, the Commission fails to fulfill the obligations under this contract, or if the Commission violates any of the covenants, agreements, or stipulations of this contract, the City has the right to terminate this contract giving 30-day written notice to the Commission. If the agreement is terminated by the City as provided herein, the Commission will be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to the project prepared by the Commission will, at the option of the City, be made available to it.
- IX. Changes. The City or the Commission may, from time to time, request changes in the scope of work of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the City and the Commission, will be incorporated in written amendments to this agreement.
- X. Equal Opportunity Compliance.

- A. In accordance with s. 16.765, Wis. Stats., the Commission agrees to the provisions below:

In connection with the performance of work under this Contract, the Commission agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Commission further agrees to take affirmative action to ensure equal employment opportunities. The Commission agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the nondiscrimination clause.

- B. The Commission shall provide a copy of its Affirmative Action Plan to the City, if requested.
- C. Section 109 of the Housing and Community Development Act of 1974, Title I, as amended, prohibits discrimination on the basis of race, color, national origin, handicap, age, religion, and sex, within Community Development Block Grant programs or activities.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual, shall, solely, by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.
- E. Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination, on the basis of age, under any program or activity receiving federal funds.
- F. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

- XI. Interest of Municipal Officials and Others. No officer, member or employee of the City or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the City or other public official of the governmental unit within the City have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XII. Assignability. The Commission will not assign or transfer any interest in this agreement without the prior written consent of the City thereto; provided, however, that claims for money due the Commission from the City under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- XIII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he/she may be required to perform herein.
- XIV. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by, or acts in excess of the scope of authority of the indemnified party.

IN WITNESS WHEREOF, the City and the Commission has executed this Agreement as of the date first above written.

Attesting Witness:

City of Manitowoc, Manitowoc County, Wisconsin

Justin Nickels, Mayor

Deborah Neuser, City Clerk

Bay-Lake Regional Planning Commission

Cindy J. Wojtczak, Executive Director

Brandon G. Robinson, Project Manager