

CITY OF APPLETON



SUSTAINABILITY & RESILIENCY MASTER PLANNING RFP



CITY OF APPLETON

Department of Parks & Recreation
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CITY OF APPLETON REQUEST FOR PROPOSALS

CITY OF APPLETON SUSTAINABILITY & RESILIENCY MASTER PLANNING

Appleton, WI.

Project Manager: Steven Schrage

CLOSING DATE FOR PROPOSALS: October 02, 2025 - 2:00 PM CST

Proposals must be received at the City of Appleton, on or before the closing date and time indicated above.

Please send the proposal to the attention of: **Steven Schrage**

In general the services consists of the following:

The City of Appleton is seeking proposals from qualified consulting firms to develop a Sustainability and Resiliency Master Plan. This plan will serve as a roadmap for Appleton's transition toward a low-carbon and climate-ready future. The goal is to reduce municipal greenhouse gas emissions by 50% by 2035, achieve net-zero emissions by 2050, and address resilience priorities such as stormwater management, flood protection, and infrastructure reliability.

The Master Plan should highlight projects that provide strong returns on investment, coordinate citywide initiatives, and improve Appleton's eligibility for state and federal funding. Expected deliverables include a clear, data-driven strategy, an implementation roadmap, and tools that City staff and the public can use to track progress.

Firms must demonstrate experience preparing municipal sustainability and resiliency plans that combine emissions reduction, climate adaptation, operational efficiency, and community engagement. Familiarity with funding programs and cross-departmental coordination will also be essential. The selected firm will enter into the City's standard form of agreement (see Exhibit A).

Project Contact:

Steven Schrage – Project and Resiliency Manager 1819 E. Witzke Blvd.
Appleton, Wisconsin 54911
Phone: 920-419-0860
E-Mail: steven.schrage@appletonwi.gov

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GENERAL INFORMATION

General Information and Requirements

1. In accordance with WI Statutes, all proposals received, and all materials contained therein, once opened are public record, and subject to disclosure to any person, organization, or firm, including other firms responding to this Request for Proposals.
2. The City of Appleton reserves the right to accept or reject any or all proposals, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City of Appleton. In all instances, the City of Appleton's decision shall be final.
3. The City of Appleton reserves the right to reject any or all items in the proposal, if in its judgment the item does not meet the needs of the City of Appleton, or for any reason it deems suitable.
4. Prospective firms hereby warrant by virtue of submission of proposals that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected firm.

Submission of Proposals

1. The Proposals shall be emailed to the Project Manager on or before the deadline indicated above.
2. Proposal shall be on company letterhead and signed by an authorized representative of the company.
3. Firms will submit their proposal along with their fee structure. The fee structure will be a separate document marked "Fee Structure."
4. The City of Appleton will not be liable for any incidental costs for the preparation of the Request for Proposals.

Evaluation of the Proposals

Proposals will be evaluated primarily on the qualifications, expertise, and demonstrated success of the project team in delivering comparable sustainability and resiliency planning efforts. While cost will be considered, the City of Appleton places greater weight on the proposing firm's capability to deliver a high-quality, actionable plan informed by proven experience. The City reserves the right to seek clarification on any aspect of a proposal and will select the firm that, in its sole judgment, offers the most effective and strategic solution to meet the City's goals. This selection will reflect a holistic evaluation of project approach, team qualifications, past performance, and value to the community.

Pre-Proposal Meeting

A virtual **Pre-Proposal Question Meeting** will be held via Zoom on:

Date: August 28, 2025

Time: 9:00 AM CST

Zoom Link: <https://us02web.zoom.us/j/85825013710?pwd=zXbOxO1VwXIv4CBrCxJ4N9FMesyQi3.1>

Attendance is strongly encouraged for all firms intending to submit a proposal. This meeting will provide an opportunity to ask clarifying questions regarding the RFP and project scope.

Question Submission Deadline:

All questions related to this RFP must be submitted via email no later than September 05, 2025 at 2:00 PM CST to:

Steven Schrage, Project and Resiliency Manager

Email: steven.schrage@appletonwi.gov

All questions received by the deadline — including those asked during the Q&A meeting — will be compiled into a formal Q&A document. This document will be distributed via email to all firms that attended the Q&A meeting on or before 9/11/2025.

BACKGROUND

Appleton has allocated up to \$100,000 to complete this plan. This investment reflects the City’s recognition that coordinated action is needed to meet ambitious climate and resilience goals.

Over the past decade, Appleton has made meaningful progress. The City surpassed its “25x25” energy goal ahead of schedule, cutting energy use by 25% before 2025. Solar and geothermal systems have been installed at key facilities, and the wastewater treatment plant has become a leader in renewable energy with three biogas boilers and a new waste heat-to-power system. Efforts are also underway to transition Valley Transit to a zero-emission bus fleet with supporting clean energy infrastructure. In 2019, the City Council adopted a climate action resolution and created a volunteer Sustainability Advisory Panel, which continues to guide community engagement and environmental initiatives.

These accomplishments provide a strong foundation, but Appleton still lacks a unified strategy to coordinate sustainability projects across departments, measure progress, and prioritize investments. The Master Plan will fill that gap by establishing shared goals, identifying high-impact projects, and aligning Appleton’s work with available grant and funding opportunities. It will also strengthen the City’s ability to respond to challenges such as extreme weather, flooding, and public health impacts.

SCOPE OF WORK

The consultant will prepare a Master Plan that is Specific, Measurable, Achievable, Relevant, and Time-bound (SMART). The plan should be developed in collaboration with City staff, the Sustainability Advisory Panel, and the community. Core tasks include:

1) Baseline Assessment

- a) Review and validate the City’s municipal greenhouse gas (GHG) inventory (2024 baseline).
- b) Review and validate the Community GHG inventory (2024 baseline).
- c) Assess energy and resource use across major sectors, including facilities, fleet, water, wastewater, solid waste, and land use.
- d) Evaluate current municipal code (e.g. zoning, subdivision, stormwater and erosion control ordinances) for alignment with sustainability best practices.
- e) Identify municipal fleet decarbonization opportunities, including transition pathways to electric or hydrogen vehicles.
- f) Conduct a climate vulnerability assessment that evaluates risks related to heat, flooding, extreme weather, and emergency response.
- g) Review and synthesize sustainability and climate action plans from peer cities of similar size, climate, and governance.

2) Stakeholder and Community Engagement

- a) Initiate the project with stakeholder outreach, starting with the Sustainability Advisory Panel and departmental leadership.
- b) Facilitate internal workshops to gather input, identify cross-departmental efforts, and establish roles and data needs.
- c) Organize a minimum of two public engagement sessions, with intentional outreach to underserved and climate-vulnerable populations.
- d) Design and manage a digital engagement platform or survey tool to collect feedback throughout the planning process.
- e) Document engagement outcomes and demonstrate how community input informs plan recommendations.

3) Strategic Goals and Action Planning

- a) Identify at least 30 high-priority projects, policies, and initiatives to reduce municipal and community-wide GHG emissions.
- b) Recommend sector-specific strategies for municipal buildings, fleet, purchasing, land uses,

- infrastructure, and municipal operations.
 - c) Conduct lifecycle cost analysis for major initiatives and identify relevant funding sources, including grants, rebates, and capital planning tools.
 - d) Propose updates to municipal codes, ordinances, and standard operating procedures to institutionalize sustainability goals.
 - e) Recommend municipal code revisions to support low-impact development and energy-efficient construction without restricting growth.
- 4) Resilience Framework**
- a) Develop a resilience strategy addressing vulnerabilities in stormwater systems, green infrastructure, energy reliability, public cooling centers, and resilience hubs.
 - b) Provide high-level climate modeling (e.g. future precipitation / future flood risks – City has been working with UW Madison) and propose adaptation strategies for the City.
 - c) Assess feasibility and potential locations for a City Resiliency Center, including operational models and community partnerships.
 - d) Evaluate opportunities for resilience strategies that enhance public health outcomes, particularly in relation to air quality, heat exposure, emergency preparedness, and food access in vulnerable neighborhoods.
 - e) Identify and map vulnerable neighborhoods, recommending adaptation strategies tailored to local needs and demographics.
 - f) Consider co-benefits of resilience measures (e.g., health, workforce development, local economic impacts).
- 5) Implementation Roadmap**
- a) Develop a phased implementation plan that aligns with Appleton’s GHG reduction goals—50% by 2035 and net-zero by 2050. The plan should define departmental responsibilities, recommended timelines, project cost ranges, and key performance indicators.
 - b) Outline a funding strategy aligned with local, state, and federal resources (e.g., IRA, FEMA BRIC, EPA Climate Pollution Reduction Grants).
 - c) Establish GHG tracking protocols, performance metrics, and reporting templates for both internal and public use.
 - d) Recommend strategies and governance structures for ongoing plan maintenance and periodic updates, including responsible departments and update intervals.
 - e) Define prioritization criteria to guide action sequencing, such as return on investment (ROI), emissions impact, community co-benefits, equity considerations, and implementation readiness.
- 6) Final Plan, Education, and Communication Tools**
- a) Deliver a professionally formatted Master Plan, including an executive summary, an action matrix, and supporting visuals (e.g., charts, maps, dashboards).
 - b) Create communication materials such as fact sheets, infographics, and slide decks to support public outreach and internal presentations.
 - c) Conduct at least two educational sessions for City staff and the public to introduce the plan’s findings and implementation strategies.
 - d) Provide editable plan documents and tools to support future updates and reporting by City staff.

PROPOSAL REQUIREMENTS

Each proposal will include six (6) sections. Each section is laid out below with the expectations clearly defined for each section. Each section also has a percentage identified, that percentage is the weighting value added to the final score for each section as determined by the selection committee.

1) Executive Summary and Introductory Letter (5%)

- a) **Executive Summary**
 - Limit to two pages.
 - Do not include any fees in this section; fees must only appear in the separate “Fee Structure

Spreadsheet.”

- Clearly define the proposal’s key elements in a concise, accessible manner.

b) **Introductory Letter**

This letter shall include:

- A statement that all terms and conditions outlined in the Request for Proposals are acceptable to the Consultant—or clearly identify any exceptions with rationale.
- Identification of person(s) authorized to represent the Consultant during the evaluation process, contract negotiation, and agreement execution.
- Any additional considerations the Consultant believes should be addressed as part of the project.
- Signature by an authorized representative of the firm.

c) **Miscellaneous Requirements**

- The proposal must not exceed 25 pages and should include tabbed sections for ease of reference.
- Clearly identify any objections, omissions, or deviations from the RFP, if applicable.

2) **Description of Firm (15%)**

This relates to the Consultant’s firm and any sub-consultants. All sub-consultants and their respective roles, qualifications, and experience must be clearly identified. This section will provide a basis for judging how well the Consultant’s qualifications and experience relate to this specific project. Consultant firm profiles may be included. Elements that will be evaluated are:

- a) Background & Stability of the Consultant firm. (Length of time in business, ownership, affiliations, financials, etc.)
- b) Relevant projects the Consulting firm has completed. **Please only provide examples of projects that the project team members have worked on.** (Provide references)
- c) Background of any sub-consulting firm(s) used on this project and an explanation of prior relationships with the consultant.
- d) Relevant projects the sub-consulting firm(s) has completed. (Provide references)
- e) Firm has Municipal Sustainability and Resiliency Planning project experience listed as part of their listed projects and references.
- f) Please describe the Consulting Firm’s quality assurance/quality control (QA/QC) policies and procedures designed to minimize or eliminate errors, omissions and/or missing information.
- g) Available resources from the firm.

3) **Project Team (35%)**

This criterion relates to the project principal, project manager, key staff, and sub consultant staff. This section will provide a basis for judging how well the project team’s qualifications, experience with similar projects, and time allocation relate to this specific project. Individual resumes must be included. Proposed hours for each project team member must be identified in this section. Elements that will be evaluated are:

- a) Number of people and hours assigned to this project with information to be provided in a spreadsheet format that clearly identifies staff and hours.
- b) The Project Lead (i.e. - engineer/architect with the most billable project time) shall have a **minimum of five (5) years of experience** with comparable projects. Please provide references and examples.
- c) Provide examples showing a history of successful projects that the **proposed project team has completed together** and what was the keys to the overall success?
- d) Extent of principal and project manager involvement. Meeting with the Project Team as often as necessary to meet objectives and additional meetings, as consultant believes necessary to enhance this project.
- e) Key project team members on similar projects and unique qualifications that make them a valuable resource on this specific project, including experience with other design teams and consulting firms.

- f) Project team members' success with Municipal Sustainability and Resiliency Planning project experience
- g) Key project team member roles during this project.
- h) Does the project team cover all phases of this project?
- i) Project Manager's technical and managerial experience with projects of similar scope and nature.
- j) Provide examples of the Firm's Responsiveness capabilities.

4) Project Understanding (35%)

A discussion of the approach the Consultant will use to complete the project. The proposal shall include a clear and concise understanding of the project, the work to be completed, and the coordination required based on existing information. Elements that will be evaluated are:

- a) Detailed description of Firm approach provided for each task demonstrating project understanding and needs.
- b) Clear and concise explanation of specific tasks and associated schedule that provides quantifiable deliverables.
- c) Defines issues to be resolved in the course of the project.
- d) Incorporates coordination and involvement of City staff within key elements.
- e) Description of project quality control that will meet the City of Appleton's needs and meet budget parameters.
- f) Key project meetings identified with staff to ensure that a high quality project will be delivered.
- g) Recognition of elements with project not identified in this proposal the City of Appleton may wish to consider.
- h) Include value-added services or creativity to proposal elements and/or incorporate new desirable elements not originally identified.
- i) Firm makes clear their ability to effectively meet scope of work.

5) Project Schedule (10%)

This section evaluates the proposed timeline and scheduling approach. The anticipated project completion date is July 1, 2026.

- a) Estimated duration to complete individual tasks.
- b) Interdependencies between tasks and sequencing rationale.
- c) Key milestones throughout the project.
- d) Required input and review points from the City of Appleton.
- e) Ability to meet or exceed the overall project schedule.

6) Additional Information (No Score Weight)

Consultants may include any additional materials they believe are relevant, such as firm brochures, supplemental resumes, project examples, or other supporting documentation. This section will be used by the Selection Committee at its discretion and may not significantly affect scoring.

FEE INFORMATION

Proposed consultant fees for this project must be submitted in a spreadsheet format. The fee structure relates to the total estimated fee for this project as described by the consultant in Section Proposal Requirements – Project Understanding and Project Schedule. Proposed resources for each task must be identified, including hours and wage rates for consultants and sub consultants. The Consultant shall clearly identify any work that must be provided by the City of Appleton.

Elements that will be evaluated include:

1. Availability of resources from the consultant and sub consultant(s) for the project.
2. Estimated hours and fees to complete individual work elements.
3. Total fee for the project, based on hourly rates including a not-to-exceed cap. Note that your fee is to complete a scope of work as outlined in the RFP. If the consultant underestimates the amount of effort required to complete the work, they will not receive additional

- compensation. The consultant is expected to design to the City of Appleton's project budget and to complete thorough cost estimating.
4. List of tasks not performed by consultant or sub consultant(s) for project that must be performed by the City.
 5. Identify firm's reimbursable expenses and detailed costs of expenses.
 6. Include fee as a breakdown for each of the five (5) tasks listed above.

FINAL AGREEMENT FORMAT

The City Attorney will review the consultant standard consulting agreement. Modifications to that agreement may be required at the City Attorney's discretion.

EVALUATION PROCESS

A committee of City of Appleton staff (Selection Committee) will evaluate proposals. The proposals will be evaluated and ranked based on the information submitted in the proposals according to the evaluation criteria. The City of Appleton is intending to identify a Consultant with the following attributes:

1. Qualified and experienced team members who have successfully compiled similar types of Municipal Sustainability and Resiliency Planning project experience.
2. A demonstrated ability to provide a variety of functional, energy efficient, and sustainable plans through creative use of available space, resources and project team input.
3. A demonstrated ability to work with municipalities on similar type projects.
4. A demonstrated ability to assemble a comprehensive and well-coordinated set of project documents.
5. A demonstrated ability to effectively coordinate and complete all tasks described above.
6. A demonstrated ability to produce accurate documents and plans.
7. A demonstrated ability to provide effective and timely administration of project deliverables.

Project fees will be evaluated separately after the ratings of the proposals are completed. Weighing the project fee will be subjective; however, as ratings will be more heavily weighted towards submittal quality. The City of Appleton reserves the right to select any Consultant it believes to be in its best interest and to negotiate fees or to reject any or all proposals at its sole discretion. The proposals will require an estimated ten to fifteen (10-15) working days for evaluation.

If the Selection Committee deems interviews are required, they will be held on 10/15/2025. The Selection Committee will recommend the award of the contract to the Common Council. Final selection is subject to approval of the Common Council. These officials have the right to terminate the project or to change the contract or budget, subject to subsequent agreement by the proposed Consultant.

The City of Appleton will not be liable for any costs incidental to the preparation of the Request for Proposals, presentations, or interviews relating to the selection process.

Public Information

Proposals will be treated as proprietary and confidential from the time of receipt and throughout the review process; however, the Consultant shall understand that all submitted proposals become the property of the City of Appleton and information included therein or attached thereto shall become public record pursuant to Wisconsin Statute after recommendation for endorsement of contract is made. Any specific portions of the proposal which the Consultant desires to remain confidential due to legitimate "proprietary information" or "trade secret" must be clearly labeled as such upon submittal. The City of Appleton will be the final authority as to whether the information qualifies as confidential. In the event the City judges the information to be non-confidential, the Consultant will be notified and given the opportunity to change the designation or withdraw the proposal prior to evaluation.

TIMETABLE

- Issue RFP – 09/5/2025
- RFP Question’s Zoom Meeting – 09/16/2025 @ 9:00am CST
- Question Period Deadline – 09/22/2025 @ 2:00pm CST
- Addendum with Answers to Questions – 09/26/25 @ 2:00pm CST
- Proposals Due – 10/02/2025, 2:00pm CST
- Internal Staff Evaluation – 10/08/2025
- Oral Interviews – 10/15/2025
- Finance Committee Consideration – 10/20/2025
- City Council Consideration – 11/05/2025
- Contract Issued – 11/07/2025
- Project Completion – 08/01/2026

GENERAL CONDITIONS AND REQUIREMENTS

These General Conditions and Requirements are applicable to all Divisions and Sections of the work included herein and the Consultant must abide by the requirements set forth.

Indemnification Clause

Provider agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from against any and all liability, loss, damage expense, costs (including attorney fees arising out of this agreement), caused in whole or in part by provider or anyone for whose acts any of them may be liable, except where caused by sole negligence or willful misconduct of the City.

Safety

~~Consultant shall be responsible for all OSHA safety requirements. Failure of the Consultant to follow OSHA requirements may result in stop of work order from the City until the violation is corrected, or termination of the Contract, at the City’s option. Consultant shall not be entitled to any additional compensation, over the original contract amount, or additional time to complete the project, for any delay resulting from a sanction pursuant to this section.~~

INSURANCE

Provider shall furnish required certificate of insurance specified below for small exposure work, and is attached to this document. The certificate shall name the CITY; its officers and employees, as additional insured.

CITY OF APPLETON INSURANCE REQUIREMENTS “PROFESSIONAL SERVICES”

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage insurance and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. Proof of the required insurance must be submitted to the applicable City of Appleton department before the contract or purchase order is considered for approval by the City of Appleton. All insurance must be in full force and effect prior to commencing work and must remain in full force and effect for the longer of the following: (a) until the entire job is completed, (b) for the length of time that is specified in the contract, or (c) as listed below.

1. PROFESSIONAL LIABILITY

- A. Liability limits:
 - (1) \$1,000,000 - Each claim, and

(2) \$1,000,000 - Annual aggregate.

B. Must continue coverage for two (2) years after final acceptance of service/job.

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability limits:

- (1) \$1,000,000 - Each occurrence limit,
- (2) \$1,000,000 - Personal Liability and Advertising Injury,
- (3) \$2,000,000 - General aggregate, and
- (4) \$2,000,000 - Products-Completed Operations aggregate, which must be carried for two (2) years after the acceptance of the completed work.

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (1) Premises and Operations liability,
- (2) Contractual liability,
- (3) Personal Injury,
- (4) Explosion, Collapse and Underground coverage, and
- (5) The general aggregate must apply separately to this project/location.

3. BUSINESS AUTOMOBILE LIABILITY

A. Liability limits:

- (1) \$1,000,000 - Combined single limit for Bodily Injury and Property Damage for each accident.

B. Must cover liability for Symbol #1 – “Any Auto” – including owned, non-owned and hired automobile liability.

4. WORKERS’ COMPENSATION AND EMPLOYERS LIABILITY – If required by Wisconsin State Statute or any workers’ compensation statute of a different State.

A. Liability limits:

- (1) \$100,000 - Each accident,
- (2) \$500,000 - Disease Policy limit, and
- (3) \$100,000 - Disease, for each employee.

5. UMBRELLA LIABILITY – If exposure exists, provide coverage at least as broad as the underlying General Liability, Business Automatable Liability, Workers’ Compensation and Employer’s Liability, with a minimum limit of \$5,000,000 for each occurrence and \$5,000,000 aggregate, and a maximum self-insured retention of \$10,000.

6. ADDITIONAL REQUIREMENTS

A. Primary and Non-Contributory Requirement – All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.

B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.

C. Additional Insured Requirements – The following must be named as additional insured on all Liability Policies for liability arising out of project work: “City of Appleton, and its officers, council members, agents, employees and authorized volunteers.” On the Commercial General Liability Policy, the additional insured coverage must be on ISO Form CG 20 10 07 04 and also include Products–Completed Operations equivalent to ISO Form CG 20 37 07 04 or their equivalents for a minimum of two (2) years after acceptance of work. This does not apply to Workers Compensation Policies.

D. Certificates of Insurance – Certificates of Insurance must be acceptable to the City of Appleton

and must be submitted prior to commencement of the work to the applicable department. In addition, ISO Form CG 20 10 07 04, for ongoing work exposure, and ISO Form CG 20 37 07 04, for products-completed operations exposure, or their equivalents, must be provided to the City. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City.

EXHIBITS

The following Exhibits are attached:

- **Exhibit A - City of Appleton sample AE contract**

EXHIBIT A

THIS CONTRACT IS PROVIDED AS A SAMPLE OF THE GENERAL FORM AND PROVISIONS THAT CAN BE EXPECTED IN THE ACTUAL AGREEMENT

C O N T R A C T

I. THE PARTIES

- 1.01 City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, WI 54911-4799 ("City").
- 1.02 **COMPANY NAME**, a **TYPE OF COMPANY IF KNOWN**, maintaining offices at **INSERT ADDRESS** ("Consultant").

II. SCOPE OF WORK

- 2.01 The Consultant shall, in a workmanlike manner, perform as required under this contract; and unless otherwise expressly stated, shall provide all the labor, materials, tools, expendable equipment, utility and transportation services necessary to **PROJECT TITLE/DESCRIPTION OF WORK**, all in strict compliance with the Consultant's proposal and all other applicable documents incorporated herein by reference.
- 2.02 Services provided by the Consultant under this contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

III. CONTRACT PRICE

- 3.01 Subject to any addition or deductions provided herein, the City shall pay the Consultant in current funds for the performance of this contract. The contract price shall be computed as a not-to-exceed amount of: **\$AWARDED AMOUNT**

IV. COMPONENT PARTS OF THIS CONTRACT

- 4.01 This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.
- 4.01.1 Insurance Requirements for Professional Services (IR 3.1 or IR 3.2)**

4.01.2 Request for Proposals/Specifications

4.01.3 Consultant's Proposal and Compensation Proposal (if included)

4.01.4 General Conditions of the contract / Terms and Conditions

V. ADDITIONAL PROVISIONS

- 5.01 In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.
- 5.02 In the event that any part of this contract is found to be illegal, it shall be stricken from the contract and the contract interpreted as if that clause did not exist.
- 5.03 This contract shall be construed in accordance with, and governed by, the laws of the State of Wisconsin, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. Venue shall be in Outagamie County, Wisconsin.
- 5.04 In connection with the performance of work under this contract, the contractor 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 Wis. Stats. §51.01(5), sexual orientation, gender identity, 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 and gender identity, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- 5.05 Nothing contained within this contract is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- 5.06 This contract may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this contract are inserted for convenience of reference only and shall not constitute a part hereof.
- 5.07 Each of the Parties herein represents and warrants that the execution, delivery, and performance of

this Contract has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf that respective Party.

- 5.08 **AGREEMENT TO INDEMNIFY AND SAVE HARMLESS.** The Consultant agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the Consultant, anyone directly or indirectly employed by any of them or anyone whose acts of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year of the last signature