

**City of Altoona, Pennsylvania**

**Request for Proposal**

**Wireless Meshed Broadband Wide Area**

**Network Site Survey and Design**

**June 29, 2007**



## Table of Contents

<b>Section .....</b>	<b>Title.....</b>	<b>Page</b>
<b>1.</b>	<b>Executive Summary .....</b>	<b>2</b>
<b>2.</b>	<b>Background Information.....</b>	<b>2</b>
<b>3.</b>	<b>Formal Submission Procedures .....</b>	<b>3</b>
<b>4.</b>	<b>The Technical Proposal .....</b>	<b>4</b>
<b>5.</b>	<b>The Cost Proposal .....</b>	<b>5</b>
<b>6.</b>	<b>Scope of Work .....</b>	<b>5</b>
<b>7.</b>	<b>Evaluation Criteria .....</b>	<b>6</b>
<b>8.</b>	<b>Standard Forms</b>	
	<b>Cost Proposal .....</b>	<b>7</b>
	<b>Certification Requirements.....</b>	<b>8</b>
	<b>Employee Utilization Form.....</b>	<b>9</b>
	<b>EEOC Guidelines.....</b>	<b>10</b>
	<b>Sexual Harassment Policy .....</b>	<b>11</b>
	<b>Tax Collusion/Debarment/Prevailing Wage .....</b>	<b>12</b>
	<b>Professional Services Agreement.....</b>	<b>13</b>

**City of Altoona**  
**Request for Proposal**  
**For**  
**Wireless Meshed Broadband**  
**Wide Area Network Site Survey and Design**

**1. Executive Summary**

The City of Altoona , Pennsylvania (the City), invites qualified Vendors (Vendor) to submit responses to its Request for Proposal (RFP) to furnish Wireless Meshed Broadband Wide Area Network Site Survey and Design Professional Services (WiFi). Proposals are to include pricing for analysis, site survey, design, documentation, and a final RFP to be submitted to the Vendor community for selection and implementation of a MESH WiFi network. This RFP is part of a procurement process that helps us serve the City’s best interests. It provides a formal and unrestrictive opportunity for the City to consider the services of responding Vendors. The process being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determining factor. With a Request for Proposal and Competitive Negotiation, price is not required to be the determining factor, although it may be, and the City has the flexibility to negotiate with one or more Vendors to arrive at a mutually beneficial relationship. All questions about this process or the requirements must be in writing and forwarded to Information Technology Manager, Victor Curfman at [vcurfman@altoonapa.gov](mailto:vcurfman@altoonapa.gov).

The scope of work section will describe the subject area for which the City of Altoona is seeking a solution. The section will describe the required application, and set out basic requirements, which must be met as stated for the proposal to be considered. Vendors are free to propose any solution that meets the stated needs.

The City is not responsible for any cost a Vendor incurs in responding to this RFP or during participation in the negotiation process.

The overall goal of the City Wireless Meshed Broadband Wide Area Network project is to implement a City wide WiFi network and accompanying control and management hardware which add functionality, redundancy, resiliency and robustness to the current network infrastructure. The stated purpose the City wants to achieve is to allow mobile employees full access to the City CISCO/Microsoft network. To potentially allow remote and automatic meter reading of residential and business water meters.

**2. Background Information**

The City of Altoona, Pennsylvania is located in South Central Pennsylvania and serves a population of approximately 49,000 and has just under 10 square miles encompassing its city limits. Refer to the attached “citymap.jpg” for an overview of the city boundaries. The City operates under a

Council-Manager form of government in which the Manager serves as the Chief Executive Officer. City administration is divided into eight departments: Office of the City Manager, Finance, Public Works/Engineering, Planning & Community Development, Code Enforcement, Police, Fire, Personnel and Information Technology.

The City employs approximately 300 full-time and part-time employees. The City owns a large number of facilities scattered throughout the City. The City does not own its own electrical or Telco utility and therefore placement of some WiFi hardware may need to be on electrical utility (Penelec) and Telco (Verizon) assets. Special considerations to accommodate the regulations these entities have for co-location will need to be addressed once the site survey is complete. The City is the owner of all poles and light fixtures at all City intersections, and it is expected that these facilities are available for use with little to no restriction. The City has a totally converged voice and data network with fiber optic cable running to the main City facilities. The City has standardized on Microsoft Windows 2003 Server, Microsoft SQL Server 2000, Windows XP Professional and Office 2003 Professional, and Lotus Notes e-mail. The City is proactive and keeps current with the latest releases of hardware and software. The City deploys an Ethernet network with 1GB backbone, 1GB server connections and 100MB to the desktop. All of the City's network switches, routers and network security systems are Cisco. The City uses the Cisco IP phone system with the Cisco Unity unified messaging and the Cisco IP Call Center.

For a Vendor to be considered, the Vendor's design must be able to seamlessly integrate with the City's hardware and software as described above. The Vendor will be required to work closely with the City's Information Technology Department in assuring that the Wi-Fi system will in no way compromise the security of the City's communication infrastructure and to insure that detailed knowledge transfer is provided to the City.

### **3. Formal Submission Instructions**

**A.** Proposals shall be submitted (one hardcopy original and CD with electronic version) in sealed envelope by Monday, July 30, 2007, at 11:00 A.M. Eastern Daylight Savings Time to:

Victor Curfman  
Information Technology Manager  
1301 12<sup>th</sup> St. Suite 306  
Altoona, PA 16601  
Phone: 814-949-2536

Envelopes must be clearly marked on the outside as "Wireless Meshed Broadband Wide Area Network Site Survey and Design Project." Your proposal should address your proposed technical approach to designing a WiFi system for the City and should address all informational, function, and general requirements of this RFP document. Your proposal should also include an itemized cost proposal for the scope of the services and deliverables required by this RFP. At a minimum, the cost proposal will include itemized cost data for analysis, design, site survey, documentation and final RFP. Any cost not accounted for in these categories that would be part of your solution must be included in your cost proposal. The cost proposal should itemize any expenses related to travel, lodging, and per-diem. Statements such as "travel and travel related expenses will be billed at our cost. . ." may not be considered responsive to our request for complete cost information. It should

be noted that the City is looking for a total turnkey system as a result of this project. Payment terms will be negotiated and be based on performance. Under no condition will payments be made prior to delivery of any services or products (design document) to be furnished.

Proposals will be opened and reviewed at a date and time after July 30, 2007, 11:00 A.M. If the City decides to award this RFP, it is anticipated that would happen by August 31, 2007. Additional discussions/negotiations may be held with one or more vendors prior to an award.

**B.** The proposal must be signed and dated by an individual authorized to enter into a binding Agreement in the name of the Vendor. Late proposals will not be accepted unless circumstances were beyond the control of the Vendor. Not allowing sufficient delivery time is not an acceptable excuse.

**C.** The proposal should be presented in a format that can easily be incorporated into a contract between the Vendor and the City encompassing the guidelines detailed in the RFP and required by the City.

**D.** the City reserves the right to reject any and all proposals, waive any informality in the proposals received, and accept any proposal that in its opinion may be in the best interest of the City. The City does not obligate itself to accept the lowest price or any other proposal.

#### **4. The Proposal**

##### **A. The Vendor**

a. Name and address of firm.

b. The name of the contact person that the City should contact for questions and clarifications Concerning your company's proposal. Include phone number, fax number, and E-mail address.

c. A brief history of the firm to include the total number of years your firm has been in the business of furnishing products and services as requested in this RFP.

d. The firm's current Dun and Bradstreet (or equivalent) rating.

e. Organizational structure of the firm including subsidiaries, partnerships, or parent firm. Include the total number of full-time employees with your submission.

f. Listing of office locations. Specifically note the location of the office or offices that would be Responsible for providing resources for this project and their hours of operation.

g. A listing of personnel in your firm who could potentially be assigned to perform the proposed Contract with their certifications qualifications and experience. Include their continuous years of

Employment with your firm.

h. An explanation of your approach to problem resolution and how your firm will deal with problems that may arise in the execution of your delivery of services to meet the requirements of this RFP.

i. Include a list and explanation of any outstanding litigation in which your firm may be engaged regarding any project for which your firm was responsible for delivering services similar to the ones outlined in this RFP.

**B. References and Clients**

a. A representative listing of references that the City can contact. Please include references where the firm has performed and completed engagements similar to this RFP, preferably from local governments, and a brief (one or two sentences) description of the solution provided. You should include at least three references and preferably five. Include the length of the relationship you have had with each client you use as a reference. Please include contact information for each reference.

b. List all clients who are governmental agencies in the State of Pennsylvania

c. List all clients who are local governments of similar size or larger (i.e. 250 to 1000 employees serving a population of approximately 50,000 to 100,000).

**C. The Technical Proposal**

a. Please provide a specific affirmative response to each of the requirements set out in section 6 of this RFP. Failure to respond positively to any of the items may eliminate your proposal from any further consideration.

b. For each task listed in the scope of work (section 6) provide a description of your proposed services to satisfy that task.

c. Please provide any additional information that would assist the City in evaluating your company's experience and ability to furnish the requirements of this RFP.

**5. The Cost Proposal (All costs must be included in your response).**

**A.** A description of the services offered by the firm and the billing rates for these services in accordance with the requested services as described in the RFP.

a. A description of the cost of the analysis.

b. A description of the cost of the site survey.

- c. A description of the cost of the design
  - d. A description of the cost of the documentation.
  - e. A description of the cost of the RFP preparation.
  - f. A description of the travel schedule and associated travel, lodging, meal, or per diem expenses for any of the firm's staff who will spend time working in Altoona.
  - g. It is anticipated that some proposals may be based on subcontractors. All subcontractors must be approved by the City. Please include the names and addresses of any subcontractors and the portion of your proposal to be assigned to them as part of your cost proposal. (e.g. Design will be performed by xxxx. Site Survey will be performed by yyyy.)
  - h. Detail any costs not included in proposal above.
- B.** The City of Altoona is not responsible for any cost a Vendor incurs in responding to this RFP.

## **6. Scope of Work**

The Vendor must work with the City to complete tasks listed in this Scope of Work section to meet the requirements for design and documentation of various WiFi components. The Vendor must have the ability to adequately perform the following tasks. The following list is not exhaustive.

### **A.** Project Management

### **B.** RF Coverage Testing:

- a. Detailed Design, Site Survey, and Pre-Planning
- b. Site Survey and readiness services
- c. Site Survey report findings
- d. Location of WiFi Access Points, Routers, or other transmitting/Receiving equipment

RF Site Surveys will be conducted for the entire project area of approximately 10 square miles .Upon completion of the Site Survey, personnel that performed the Site Survey will “walkthrough” the project areas with City staff and point out recommended locations for installing RF network equipment. A detailed, written Site Survey report must be provided to the City.

### **C.** Design a dual frequency (for client access) MESH Wi-Fi:

a. Develop Wi-Fi solution for the City to be used by Public Safety, Public Works, and Code Enforcement staff.

b. Analyze Wi-Fi requirements

c. Define redundancy requirements

d. Define backup applications and/or implementations

e. Define Wi-Fi Security Standards in accordance with “Best Practices” for wired and Wi-Fi infrastructure

f. Design integration with present City systems of CISCO Routing, Switching, and Security infrastructure

g. Provide plan for acceptance testing

h. Provide final documentation

**D.** Prepare an RFP document to submit to the vendor community. Base the non-technical sections of the document on source material provided by the City Information Technology Department.

## **7. Evaluation Criteria**

In making its selection, the City will not only consider cost, but also the proposal with the best combination of attributes that provides the desired solution, in the opinion of the City.

Consideration will be given to the following criteria:

**A.** Vendor’s Qualifications and Experience

**B.** Client Reference

**C.** Vendor’s Technical Description

**D.** Cost Proposal

As part of the evaluation process, your firm may be requested to present its proposal at the City of Altoona. Any information gained during the presentation(s) may be used in the evaluation of your proposal. Failure to honor this request may be grounds for rejection of your proposal with no further consideration given to your proposal. The City is under no obligation or requirement to request Vendor presentations.

## **8. Cost Proposal Form:**

Please complete the following cost proposal form in as much detail as possible.

cost of the analysis \_\_\_\_\_

cost of the site survey \_\_\_\_\_

cost of the design and documentation \_\_\_\_\_

cost of the RFP preparation \_\_\_\_\_

travel schedule and associated travel, lodging, meal, or per diem expenses for any of the firm's staff who will spend time working in Altoona \_\_\_\_\_

Detail any costs not included above \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made and entered into this day of \_\_\_\_\_, 2007 by and between the CITY OF Altoona, an Pennsylvania municipality (hereinafter referred to as "CITY") and \_\_\_\_\_, a \_\_\_\_\_ corporation, authorized to do business in the State of \_\_\_\_\_ (hereinafter referred to as "CONSULTANT"). WHEREAS, the CITY desires to engage the CONSULTANT to furnish certain professional services in connection with the Wireless Meshed Broadband Wide Area Network Site Survey and Design (hereinafter referred to as the MESH WIFI DESIGN PROJECT). AND NOW, THEREFORE, it is hereby agreed by and between the CITY and the CONSULTANT that the CITY does hereby retain the CONSULTANT for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to act for and represent it in all consulting matters involved in the MESH WIFI DESIGN PROJECT, subject to the following terms and conditions and stipulations, to-wit:

### I. SCOPE OF SERVICES

A. All work hereunder shall be performed under the direction of the Information Technology Manager of the CITY, herein after referred to as the "MANAGER".

B. CONSULTANT shall provide to the CITY the services as set forth in the Scope of Services attached hereto as Attachment A, proposal dated \_\_\_\_\_. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of Attachment A, the terms and provisions of this Agreement shall control.

### II. PROGRESS REPORTS

A. A detailed schedule for the MESH WIFI DESIGN PROJECT is included as Attachment B, attached hereto. Progress will be recorded on the schedule and submitted monthly as a component of the Status Report described in C. below.

B. The Consultant will submit to the MANAGER a detailed schedule outlining the steps to be taken during the MESH WIFI DESIGN PROJECT process and dates of completion for each.

### III. WORK PRODUCTS

All work products prepared by the CONSULTANT pursuant hereto including, but not limited to, reports, studies, and recommendations shall be the property of the CITY and shall be delivered to the CITY upon request of the MANAGER provided, however, that the CONSULTANT may retain copies of such work products for its records.

### IV. PAYMENTS TO THE CONSULTANT (Lump Sum Method)

A. The CITY shall reimburse the CONSULTANT for services under this Agreement a lump sum of \_\_\_\_\_ (\$), regardless of actual Costs incurred by the CONSULTANT unless SUBSTANTIAL modifications as determined solely by the City to the MESH WIFI DESIGN PROJECT are authorized in writing by the MANAGER. CONSULTANT shall perform the services pursuant to this Agreement according to the schedule attached hereto.

B. For outside services provided by other firms or subconsultants, the CITY shall pay the CONSULTANT the invoiced fee to the CONSULTANT. No such outside services shall be provided by other firms or subconsultants unless the CONSULTANT receives the CITY's advanced written approval.

C. The CITY shall pay to the CONSULTANT the actual costs of reimbursable items listed in Attachment A, as well as the additional services if requested by the City at the prices stated in Attachment A.

### IV. PAYMENTS TO THE CONSULTANT (Not To Exceed Method)

A. For services provided the CONSULTANT shall be reimbursed at the rate of \_\_\_\_\_ times the direct hourly rate of personnel employed on this PROJECT, with the total fee not to exceed \_\_\_\_\_ regardless of the actual costs incurred by the CONSULTANT unless substantial modifications to the scope of the work are authorized in writing by the MANAGER.

B. For outside services provided by other firms or subconsultants, the CITY shall pay the CONSULTANT the invoiced fee to the CONSULTANT, plus \_\_\_\_\_.

C. list other components of the fee such as reimbursables.

D. The CITY shall make periodic payments to the CONSULTANT based upon actual progress within 30 days after receipt and approval of invoice. Said periodic payments to the CONSULTANT shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by the MANAGER.

## **V. INVOICES**

A The CONSULTANT shall submit invoices in a format approved by the CITY.

B. The CONSULTANT shall maintain records showing actual time devoted and cost incurred. The CONSULTANT shall permit the authorized representative of the CITY to inspect and audit all data and records of the CONSULTANT for work done under this Agreement. The CONSULTANT shall make these records available at reasonable times during the Agreement period, and for a year after termination of this Agreement.

## **VI. TERMINATION OF AGREEMENT**

Notwithstanding any other provision hereof, the CITY may terminate this Agreement at any time for any reason upon fifteen (15) days prior written notice to the CONSULTANT. In the event that this Agreement is so terminated, and if the Consultant is not in breach of the Agreement the CONSULTANT shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed the task amounts set forth under Paragraph IV above.

## **VII. TERM**

This Agreement shall become effective as of the date the CONSULTANT is given a notice to proceed and, unless terminated for cause or pursuant to Article VI, shall be deemed concluded on the date the CITY determines that all of the CONSULTANT's work under this agreement is completed. A determination of completion shall not constitute a waiver of any rights or claims which the CITY may have or thereafter acquire with respect to any term or provision of the Agreement.

## **VIII. NOTICE OF CLAIM**

If the CONSULTANT wishes to make a claim for additional compensation as a result of action taken by the CITY, the CONSULTANT shall give written notice of his claim within 15 days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the CONSULTANT's fee shall be valid only to the extent that such changes are included in writing signed by the CITY and the CONSULTANT. Regardless of the decision of the MANAGER relative to a claim submitted by the CONSULTANT, all work required under this Agreement as determined by the MANAGER shall proceed without interruption.

## **IX. BREACH OF CONTRACT**

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement.

## **X. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to and shall indemnify, defend and hold harmless the CITY, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys fees, damages or other relief, including but not limited to workers compensation claims, in any way resulting from or arising out of negligent actions or omissions of the CONSULTANT in connection herewith, including

negligence or omissions of employees or agents of the CONSULTANT arising out of the performance of this Agreement. In the event of any action against the CITY, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the CITY's choosing. The provisions of this paragraph shall survive any completion, expiration and/or termination of this Agreement.

#### **XI. NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the CITY shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

#### **XII. INSURANCE**

**A. Comprehensive Liability.** The CONSULTANT shall provide, pay for and maintain in effect, during the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least \$1,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage. The CONSULTANT shall deliver to the City Finance Director a Certificate of Insurance naming the CITY as additional insured. The policy shall not be modified or terminated without thirty (30) days prior written notice to the City. The Certificate of Insurance which shall include Contractual obligation assumed by the CONSULTANT under Article X entitled "Indemnification" shall be provided. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. There shall be no endorsement or modification of this insurance to make it excess over other available insurance, alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to the CITY.

**B. Comprehensive Automobile Liability.** Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles with limits of not less than \$500,000 per occurrence for damage to property.

**C. Combined Single Limit Policy.** The requirements for insurance coverage for the general liability and auto exposures may be met with a combined single limit of \$1,000,000 per occurrence subject to a \$1,000,000 aggregate.

**D. Professional Liability.** The CONSULTANT shall carry Consultants Professional Liability Insurance Covering claims resulting from error, omissions or negligent acts with a combined single limit of not less than \$1,000,000 per occurrence. A Certificate of Insurance shall be submitted to the MANAGER as evidence of insurance protection. The policy shall not be modified or terminated without thirty (30) days prior written notice to the MANAGER.

#### **XIII. NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the CITY.

#### **XIV. ASSIGNMENT AND SUCCESSORS**

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the CITY.

#### **XV. DELEGATIONS AND SUBCONTRACTORS**

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the CONSULTANT shall remain liable to the CITY with respect to each and every item, condition and

other provision hereof to the same extent that the CONSULTANT would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made. Any proposed subcontractor shall require the CITY's advanced written approval.

#### **XVI. NO CO-PARTNERSHIP OR AGENCY**

This agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

#### **XVII. SEVERABILITY**

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

#### **XVIII. HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

#### **XIX. MODIFICATION OR AMENDMENT**

This Agreement and its attachments constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

#### **XX. APPLICABLE LAW**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Pennsylvania. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the Court of Common Pleas, Blair County, Pennsylvania.

#### **XXI. NEWS RELEASES**

The CONSULTANT may not issue any news releases without prior approval from the MANAGER, nor will the CONSULTANT make public proposals developed under this Agreement without prior written approval from the MANAGER prior to said documentation becoming matters of public record.

#### **XXII. COOPERATION WITH OTHER CONSULTANTS**

The CONSULTANT shall cooperate with any other consultants in the CITY's employ or any work associated with the MESH WIFI DESIGN PROJECT.

#### **XXIII. INTERFERENCE WITH PUBLIC CONTRACTING**

The CONSULTANT certifies hereby that it is not barred from bidding on this contract. by any state or federal statute regarding bid rigging.

#### **XXV. WRITTEN COMMUNICATIONS**

All recommendations and other communications by the CONSULTANT to the MANAGER and to other participants which may affect cost or time of completion shall be made or confirmed in writing. The MANAGER may also require other recommendations and communications by the CONSULTANT be made or confirmed in writing.

#### **XXVI. COMPLIANCE WITH LAWS**

Notwithstanding any other provision of this AGREEMENT it is expressly agreed and understood that in connection with the performance of this AGREEMENT that the ENGINEER shall comply with all applicable Federal, State, City and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. ENGINEER shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this AGREEMENT.”

**XXVII. NOTICES**

All notices, reports and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to CITY:  
**Victor Curfman**  
Information Technology Manager  
City of Altoona  
1301 12<sup>th</sup> St. Suite 306  
Altoona, Pa 16601

B. As to CONSULTANT: IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof was an original and that there are no other oral agreements that have not been reduced to writing in this statement.

**For the CITY:**  
ATTEST: THE CITY OF Altoona  
By: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk City Manager  
(SEAL)

**For the CONSULTANT:**  
Dated this \_\_\_\_ day of \_\_\_\_\_, A.D., 2005.  
ATTEST: \_\_\_\_\_  
By: \_\_\_\_\_ by: \_\_\_\_\_  
Secretary President  
(SEAL)