REQUEST FOR PROPOSAL

UNIVERSITY OF WISCONSIN STEVENS POINT AT WAUSAU CAMPUS - REDEVELOPMENT OF MARATHON RESIDENCE HALL

PROPOSALS MUST BE RECEIVED
NO LATER THAN 10:00AM October 22nd, 2020

FOR FURTHER INFORMATION
PLEASE CONTACT PROJECT MANAGER:

Troy Torgerson, Facility Planner
Marathon County Facilities and Capital Management
1000 Lake View Drive Suite 300, Door #27
Wausau, WI 54401
(715) 261-6980

INTRODUCTION

Marathon County, in conjunction with the city of Wausau, is seeking redevelopment proposals for the Marathon Residence Hall located at 615 Garfield Street in the city of Wausau. Marathon County owns the property and is seeking a private developer for a multi-unit residential use.

BACKGROUND

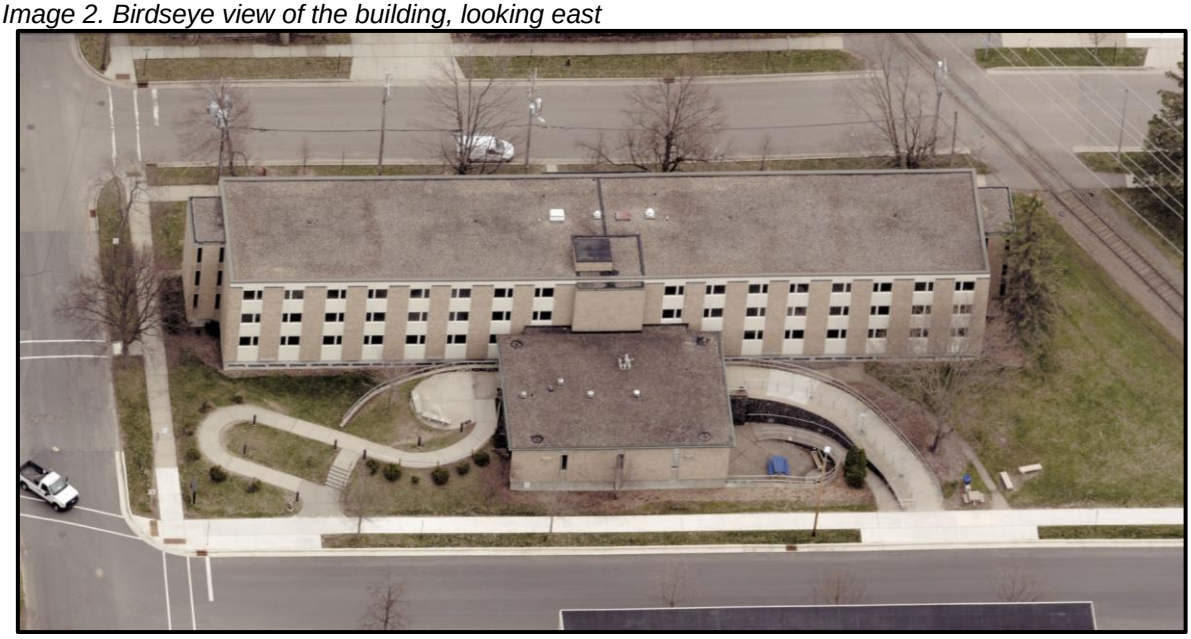
The Marathon Residence Hall is currently a dormitory for the University of Wisconsin Stevens Point at Wausau Campus. (The dormitory is closed for 2020 – 2021 academic school year due to the COVID-19 pandemic). The dormitory building sits on 0.69 acres of county-owned land at the southeastern edge of the campus. The campus itself is located near downtown Wausau, between Marathon Park (to the west) and a predominantly single-family neighborhood (to the east).

Image 1. Aerial Map of the property (highlighted in yellow)

The dormitory building, constructed in 1968, rises three stories and features brick, concrete, and stone finishes. It is one of four adjacent buildings that were built within a ten year span. A recent historical and architectural survey of the city suggests that the 1960's-era buildings together retain a significant degree of integrity and they represent the first complete campus built in the state under the UW Center system program. Marathon Hall was the first dormitory built in the university system that was located outside of Madison. For these reasons, the buildings have historic value, even though they are not currently designated as landmarks, nor as part of a historic district. Historic designation could potentially be sought if developers were considering applying for historic tax credits. Historically, the residence hall was at full occupancy each fall, with two students in each of the 88 rooms.

As seen in the aerial images above and below, the building occupies a large portion of the property on which it sits. Currently, parking for the residents is accommodated nearby in county-owned surface parking lots. Redevelopment of the property could consider underground parking on the site, and/or shared parking in nearby lots.

Image 2. Birdseye view of the building, looking east



THE PROPOSED PROJECT

The project is envisioned to be a substantial remodel of the existing building or redevelopment of the site from a dormitory into a modern apartment building that would provide affordable housing options to students and non-students, as provided in greater detail below. The individual units would increase in size substantially from the current dormitory layout – each would include their own kitchen and bath facilities. The desired makeup of the building is for no fewer than 10 two-bedroom units dedicated for student housing, which could accommodate up to 40 persons. Should the developer remodel the structure in such a manner so as to create additional units, said units could provide housing to additional student or non-students. Any development plan should provide for a secured form of access from all exterior entrances and should provide for shared on-site laundry services. Some on-site parking is desirable, particularly underground, if feasible. Similarly, on-site retail food services would be desirable, whether delivered directly by the developer or through a contract with a third-party or franchisee.

With respect to student housing units, it envisioned that the 10 two-bedroom dedicated united be held for student leases until August 1 of each year. In the event that leases are not finalized with students for said units by September 1, the developer would be free to pursue non-student rental agreements for said units through August 1 of the ensuing year, at which time the developer would allow students the opportunity to rent said units. The UW, County, and developer will confer annually to determine the number of units to be designated as student housing. That number will, as referenced above, never exceed 10 two-bedroom units, without agreement from the development.

The County would consider alternate terms of the land transaction in order to facilitate the development. Specifically, the county is interested in proposals that would call for (1) leasing the land from the County on a long-term basis, or (2) purchasing title to the land, with negotiated provisions. A developer agreement with specific terms would be negotiated upon selection of a developer and with an agreement between parties on basic terms of a deal.

RFP PROCESS AND TIMELINE

The County wishes to move quickly in the selection of a development partner, given that the building is currently not occupied and the County's desire to minimize disruption to university student housing. The County will assemble an internal team to review the proposals and select a developer/development team with which to negotiate. The desired completion date for the project is no later than August 1, 2022. Therefore, the ideal timeline from the release of this RFP to completion of the project is approximately one year. Below is a table outlining the major events and corresponding dates.

EVENT	DATE
Release Request for Proposals (RFP)	September 8, 2020
Walk Through – 10:00 AM at UWSP @ Wausau	September 22, 2020
Proposal deadline – 10:00 AM	October 22, 2020
Proposal approved and developer selected	November 2020
Final agreement executed and project commences	December 2020
Project is complete and building occupancy is obtained	August 1, 2022

The deadline for final proposals is 10:00 AM., Central Standard Time, on October 22, 2020.

Please submit questions and final proposals to Troy Torgerson, Facility Planner, at **troy.torgerson@co.marathon.wi.us**.

PROPOSAL FORMAT AND REQUIRED INFORMATION

The submitted proposals shall include each of the following sections:

1. Executive Summary
2. Project Approach and Management
3. Scope
4. Level of Investment and Financial Viability
5. Successful Urban Redevelopment Project Examples
6. Development Organization's Overview

1. **Executive Summary:** This section will present a high-level synopsis of the Developer's responses to the RFP. The Executive Summary should articulate the developer's vision for the site, including contemplated total units envisioned and general unit layout, provide a brief overview of the project, and should identify the main features and benefits of the proposed work, including the proposed lease payments and/or property purchase price envisioned and the anticipated student/occupant rental fee structures.
2. **Project Approach and Management:** For project team responsibilities, list the approximate percentage of the project for each team member, description of the project approach, include detailed procedures and technical expertise by phase,

include biographies and relevant experience of key staff and management personnel, describe the qualifications and relevant experience of the types of staff that would be assigned to this project and describe the company's bonding process and coverage levels of employees.

3. **Scope:** Propose a project implementation timeline and performance standards for the construction work to be completed.
4. **Level of Investment and Financial Viability:** Developers shall include a detailed project construction budget. Developer shall provide the status of their organization (whether a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, or other) indicating under which laws it is organized and operating, including a brief financial history. The developer shall provide a statement regarding any debarments, suspensions, bankruptcies and/or loan defaults.
5. **Successful Urban Development/Redevelopment Project Examples:** Include detailed descriptions and photos of other successful urban redevelopment projects completed by your firm.
6. **Development Organization's Overview:** Provide the following information about your company: Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, address, main telephone number, toll-free numbers, and facsimile numbers. Key contact name, title, address (if different from above address), direct telephone and fax numbers. Person authorized to contractually bind the organization for any proposal against this RFP. Brief history, including year established and number of years your development team has taken on similar projects.

EVALUATION CRITERIA

Proposals will be evaluated by a review committee in terms of how well a proposal meets the expectations outlined in this RFP. In particular, the committee will assess the following criteria with equal consideration:

- **Completeness of proposal** – The proposal includes all of the information requested in this RFP.
- **Experience of developer** – The developer has demonstrated the experience and capability to produce the final product as they have presented. The developer's credentials, financials, and accreditations are current and in good standing.
- **Expected quality of proposed work** – The completed project is expected to be high quality and maximize the potential of the site. It is in line with the County's vision for the property.
- **Value** – The proposed project will provide lasting value to the County, neighborhood, and all stakeholders. The proposed lease payment or property purchase price will be considered when assessing project value.

ADDITIONAL TERMS AND CONDITIONS

The review committee may request answers to specific questions about the proposals orally or in writing prior to making a final selection. Selection will be based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor, such as cost.

The review committee reserves the right to accept or reject any or all proposals or portions thereof without stated cause. Upon selection of a finalist, the County by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the County, for any reason, is unable to reach a final agreement with this finalist; the County then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The County may also elect to reject all proposals and re-issue a new RFP.

The County is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best abilities and qualifications to meet the needs of the County. The County reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the County. The County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Developer.

Any current licensure or non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you must be disclosed in the proposal.

SIGNATURE BLOCK

Note: Please return the signature block below with your proposal, or replicate the information in a cover letter.

The undersigned, an authorized agent of his/her company, hereby certifies:
( ) familiarization with all terms, conditions, and specifications herein stated,
( ) artist/organization is qualified to perform work and services as proposed,
( ) that the proposal submitted is valid until _____ (date).

_____	_____
Name	Authorized Signature
_____	_____
Company Name (if applicable)	Mailing Address
_____	_____
City, State, Zip	Email Address
_____	_____
Phone Number	Web Site

MARATHON COUNTY STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in any request for bids or proposal which forms the subject of this contract are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed/provided, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Marathon County shall be the sole judge of equivalency. Developer are cautioned to avoid bidding/proposing alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Devloper's letterhead, signed, and attached to the response to request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all

terms, conditions, and specifications and the Developer shall be held liable.

3.0 ACCEPTANCE-REJECTION OF BIDS OR PROPOSALS: Marathon County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Marathon County. Bids/proposals MUST be date and time stamped by the office of the soliciting purchasing agent on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing agent's office.

4.0 METHOD OF AWARD: Award of bids shall be made to the lowest responsible, responsive bidder unless otherwise specified. Award of proposals shall be subject to criteria set for in the request for proposal.

5.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without specific prior written approval by the Marathon County.

6.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request, all parts and labor shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by Developer.

7.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the Vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render Developer liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

8.0 ORDERING: Purchase orders shall be placed directly to Developer by authorized departments or purchasing agents who have issued the request for bids or proposal. No other purchase orders are authorized.

9.0 PAYMENT TERMS AND INVOICING: Marathon County normally will pay properly submitted Developer invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

9.2 A good faith dispute creates an exception to prompt payment.

10.0 TAXES: Marathon County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Marathon County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Marathon County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Developer's performing construction activities are required to pay state use tax on the cost of materials.

11.0 CONTRACT INTEGRATION: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. The documents constituting the contract between Marathon County and Developer s are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; Request for Proposal Addenda; Request for Proposal; and Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.

12.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. Developer shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner

affect the work or its conduct. Marathon County reserves the right to cancel this contract if Developer fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

13.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Marathon County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

13.1 Developer shall execute and maintain its work so as to avoid injury or damage to any persons or property. Developer shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, Developer shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.

13.2 Developer is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with Marathon County, a public entity. Developer shall provide a similar notice to all its subcontractors.

13.3 SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

14.0 INSURANCE REQUIREMENTS: Developer shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved Marathon County, nor shall Developer allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

14.1 Maintain worker's compensation insurance as required Developer by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, Developer shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Developer.

14.2 **General Liability, Professional Liability and Property Damage Insurance.** Developer shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary), and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Developer. or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability $1,000,000 per occurrence and $2,000,000 in aggregate for bodily injury and Property Damage.
- Professional Liability Coverage, $1,000,000 per occurrence and $2,000,000 in aggregate.
- Automobile Liability $1,000,000 per occurrence and $2,000,000 in aggregate for bodily injury and property damage.
- Excess Liability Coverage, $1,000,000 over the General Liability and Automobile Liability Coverage.
- If aircraft are used in conjunction with this project, $2,000,000 per occurrence and in aggregate for bodily injury and property damage.

14.3 Marathon County reserves the right to require higher or lower limits where warranted.

14.4 Marathon County reserves the right to require additional security, including, but not limited to, bid bonds or performance bonds as specifically set forth in its request for bids or proposals.

14.5 PROOF OF INSURANCE**:** Developershall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating

that Developer meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name Marathon County as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

15.0 CANCELLATION / TERMINATION: Marathon County reserves the right to:

15.1 NONAPPROPRIATION OF FUNDS. Cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Developer to comply with terms, conditions, and specifications of this contract.

15.2 Terminate this contract, for the County's convenience, at any time by a notice in writing from the County to Developer by certified mail. If the Contract is terminated by the County as provided herein, Developer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Developer covered by this Contract, unless payments of compensation have previously been made.

16.0 CONTRACT MODIFICATIONS*:* The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent Marathon County from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from Developer hereunder. Furthermore, this amendatory provision shall not operate to prevent the County from canceling any of the services not yet performed or any deliveries no yet made at the time notice is given to Developer of the cancellation of such services or portion of the work to be performed hereunder.

17.0 ASSIGNMENT: No right or duty in whole or in part of the scope of work under this contract may be assigned or delegated without the prior written consent of Marathon County.

18.0 PATENT INFRINGEMENT: The Developer selling articles to Marathon County as described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Developer covenants that it will at its own expense defend every suit which shall be brought against Marathon County (provided that such Developer is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

19.0 PUBLIC RECORDS ACCESS: Marathon County is a political subdivision of the State of Wisconsin and as such is subject to the Wisconsin Public Records Law. It is the policy of Marathon County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of bids and responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

20.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is Developer's responsibility to defend the determination in the event of an appeal or litigation.

20.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations becDeveloperome the property of Marathon County.

20.2 Any material submitted by Developer in response to Marathon County's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records

Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Bid/proposal prices cannot, under any circumstances, be held confidential.

20.3 In the event Marathon County becomes involved in litigation due to Developer's refusal of permission to release information identified as confidential or proprietary, Developeragrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

21.0 CONFIDENTIALITY OF MARATHON COUNTY'S DATA: In the event work conducted under this contract requires Developer to have access to Marathon County's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, Developeragrees to keep all such data confidential and to execute any reasonable agreement to assure Marathon County that Developer will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon Developer or its agents, employees, successors, assigns or subcontractors. Developer shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Developer, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.

22.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of Marathon County, any of its departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of Marathon County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of Marathon County's purchasing agent.

23.0 MUTUAL HOLD HARMLESS/INDEMNIFICATION: Developerhereby agrees to release, indemnify, defend, and hold harmless Marathon County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Developer's officers, officials, employees, agents or assigns. Marathon County hereby agrees to release, indemnify, defend, and hold harmless Developer, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Marathon County's officers, officials, employees, agents or assigns. Marathon County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

24.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

25.0 GRATUITIES AND KICKBACKS: It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor

under a contract to the prime Developer or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

26.0 DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Developer consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

27.0 INDEPENDENT Developer**STATUS:** The parties hereto agree that Developer its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent Developer and not as an officer, employee or agent of Marathon County. The Developer shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Developer Neither Marathon County nor Developer will represent itself as the agent or legal representative of the other or as partner or joint venture for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Developer agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venture with, or partner of, Marathon County.

28.0 NON-DEBARMENT CLAUSE: Developerhereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Developer further agrees and certifies that this clause shall be included in any subcontract of this contract. Marathon County also reserves the right to cancel this contract with any federally debarred Developer or a Developer that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

29.0 STATEMENT OF COMPLIANCE: Developer has carefully reviewed Marathon County's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.

30.0 WAIVER/SEVERABILITY: No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entire