



REQUEST FOR PROPOSAL
FEASIBILITY STUDY AND DESIGN CONCEPTS TO MITIGATE
FLOODING NORTH OF DUNN'S MARSH



Issued By
City of Fitchburg Public Works Department

October 29, 2021

For further information regarding this RFP, contact
Claudia Guy, P.E.
Environmental Engineer
Claudia.guy@fitchburgwi.gov
(608) 270-4262

Proposals must be submitted
by
11:00 a.m.
December 10, 2021

LATE PROPOSALS WILL BE REJECTED

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**REQUEST FOR PROPOSALS FOR A
FEASIBILITY STUDY AND DESIGN CONCEPTS TO MITIGATE
FLOODING NORTH OF DUNN'S MARSH
THE CITY OF FITCHBURG, WISCONSIN**

1.0 General Information

1.1. Background Information

The area north of Dunn's Marsh has experienced several flooding issues over the last decade. Concerns have included flooding of Crescent Road generally between Equity Lane and Red Arrow Trail, blowouts of Renaissance Pond, and flooding of several structures off of Crescent Road. A map of known flooding concerns is provided in **Appendix A, Figure A-1**. Bill Balke's observations during heavy storm events are provided in **Appendix A, Figure A-2**. Photos taken during and immediately following a flood event in 2016 are provided in **Appendix B**.

The purpose of this study is to determine options to reduce flooding of streets, reduce first floor flooding of structures adjacent to the road, and reduce the frequency of blowouts of Renaissance Pond (see photos in **Appendix B-2**). Other concerns in this area may be discovered as a result of input during Public Information Meetings.

1.2. Project Description

The City of Fitchburg is requesting proposals from qualified consultants to perform a comprehensive drainage study to identify and assess the feasibility of various solutions to improve flood concerns north of Dunn's Marsh, assess permitting feasibility, prepare cost estimates, and conduct public outreach meetings.

These services will be provided from the January through December of 2022 by an Agreement of Commitment. The scope of work will be developed by the City and the selected consultant. A contract will be negotiated for the work, subject to approval by Common Council. The City reserves the right to enter into a contract with another firm if it is unable to successfully negotiate a contract.

The budget for this project is \$45,000.

1.3. Project Manager

Claudia Guy, P.E., the City of Fitchburg Environmental Engineer, will be responsible for providing overall direction for this project when she returns from maternity leave (anticipated in late March 2022). During her absence, Bill Balke, P.E., the Director of Public Works, will serve as the Project Manager.

Claudia Guy, P.E.
Environmental Engineer
Fitchburg City Hall
5520 Lacy Road
Fitchburg, WI 53711
E-mail: Claudia.guy@fitchburgwi.gov
Tele: (608) 270-4262

Bill Balke, P.E.
Director of Public Works
Fitchburg City Hall
5520 Lacy Road
Fitchburg, WI 53711
E-mail: Bill.balke@fitchburgwi.gov
Tele: (608) 270-4264

1.4. Scope of Project

Stormwater improvements should be assessed for the area north of Dunn's Marsh. Known issues in this area are shown in **Figure A-1** of **Appendix A**; however, additional flooding concerns may be discovered as a result of public input during Public Information Meetings.

The City anticipates that proposed improvements may include modifications to the existing storm sewer, existing overland flow routes, Renaissance Pond and Infiltration Basin, or others. The projects shall generally include, but not be limited to, the following:

Task 1 – Kickoff Meeting

Task 2 –Public Information Meetings. Public participation will be a crucial part of this project, and two public meetings are proposed to accomplish this task. The first meeting will be to review known stormwater concerns, solicit input on additional concerns, and gather feedback from the neighborhood on what they feel would solve the problem. The second meeting would review study outcomes, recommendations, and next steps.

Each meeting will include one “dry-run” with the Project Manager about a week before the meeting. The Project Manager will provide comments on the draft slides, as well as on the dry-run. The Project Manager will be responsible for notifying residents about the meeting, and coordinating meeting logistics (room at City Hall, Zoom, etc). In addition, each meeting will include assistance responding to resident inquiries (assume three email responses per meeting).

Deliverables

- Draft slides in PowerPoint format.
- Final slides in PowerPoint and PDF format. If there are multiple slides that are very similar (typically to create animation, for example to have bullets appear one at a time), these should be removed for the Final PDF deliverable.

Task 3 – Hydraulic/Hydrologic Analysis. Perform comprehensive hydraulic/hydrologic analysis of existing ponds, existing topography, and existing storm sewer network within the City of Fitchburg and City of Madison to determine options to improve flooding in the area north of Dunn’s Marsh.

Deliverables

- Models in native format
- Printout of model and model results in PDF format
- PDF figure (or figures) showing all relevant model components superimposed on aerial imagery (including, but not limited to, sub-basins, stormwater facilities, storm sewer, etc.). The name of model components shown on the figures should match the names used in the model in native format.

Task 4 – Feasibility Analysis. Feasibility analysis for at least three options identified in Task 3. Analysis will include a description of each option evaluated, pros/cons of each, concept-level plans, permitting feasibility, cost estimates, quantification of expected improvement, and final recommendations. The City will provide one consolidated list of comments on each deliverable.

Deliverables

- Draft Report in Word format.*
- Draft-Final Report in Word format.*
- Final Report in Word format.*
- Final Report in PDF format. This will include the report and all appendices compiled into **one** PDF document.

* Appendices may be in other formats.

Task 5 – Regulatory Meetings (Optional, if instructed). Includes up to two meetings with regulatory agencies to discuss and solicit feedback on design alternatives. Provide cost a cost per meeting.

Task 6 – Design (Optional, if instructed). Prepare permits, design plans and specifications for the selected design alternative. The City reserves the right to put the design project out to bid. **It is not necessary to prepare a cost estimate for this task as part of your Proposal.**

1.5. Proposal Schedule

October 29, 2021	RFP document made available.
November 17, 2021	Deadline for questions at 5:00 p.m.
November 24, 2021	Response to questions made available
December 10, 2021	Proposal deadline at 11:00 a.m.
December 16&17, 2021	Possible interview date, if warranted by staff.

1.6. Clarification & Revisions

Any questions concerning the RFP should be directed to the Project Managers, Claudia Guy and Bill Balke, in written format via email prior to the deadline for questions (see Section 1.5). Responses to all questions and any revisions/amendments and/or supplements to the RFP will be provided to all recipients of this RFP as an addendum.

2.0 Preparing and Submitting a Proposal

2.1. General Information

The evaluation and selection of a consultant and the contract will be based on the information submitted in the vendor's proposal plus references and any required oral presentations. A response may be rejected if it fails to meet each of the requirements of the RFP.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2. Costs to Prepare RFP

The City of Fitchburg is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting the Proposal

No Proposals shall be considered unless submitted electronically via www.questcdn.com. The City of Fitchburg reserves the right to reject any or all Proposals, to waive any informalities in the process, and to award the Contract in the best interests of the City.

2.4. Required Elements in Response

Contractors responding to this request shall provide the following information in their RFP response in the order listed herein. Proposals are not to exceed 25 pages.

2.4.1. Cover letter - The letter should be addressed to the Project Manager and must contain, at a minimum, the following information limited to one page:

- Statement of interest,
- Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter,
- The name, address, telephone number, and e-mail of the individual to contact regarding the submittal.
- Acknowledgement of addenda (if applicable),
- The letter shall be signed by an authorized principal or partner of the firm.

2.4.2. A description of the qualifications, experience, organizations and resources of the firm limited to two pages.

2.4.3. Experience with similar projects. Please submit a detailed description of three previously completed, similar projects, including the following information:

- The actual cost of the project bid versus estimate.
- The date of the project.
- Contact information for the client (name, address, telephone number).

- 2.4.4. Qualifications of personnel that would be assigned to work on the project and their hourly billing rate. The respondent shall identify the function/responsibility of each individual identified (e.g. project manager, technician, etc.). Experience summaries of these key individuals shall be provided, with emphasis on previous experience in similar roles on similar projects (and particularly those identified under "Experience with similar projects"). If applicable, include a description of sub-consultants, indicating what portion of the work is to be done by them.
- 2.4.5. A summary of the contractor's understanding of the flooding concerns.
- 2.4.6. Concept-level descriptions of two options to improve flooding in this area.
- 2.4.7. Project approach including identification of specific tasks that will be completed and a proposed project timeline, limited to two pages.
- 2.4.8. The estimated cost, itemized by task.

2.5. Oral Presentations

Selected vendors may be required to make oral presentations to supplement their proposals, if requested by the City of Fitchburg. If needed, oral presentations would be conducted according to the Proposal Schedule (see Section 1.5). The City may choose to conduct these interviews by conference call. The City will make every reasonable attempt to schedule each presentation at a time that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the City on the date scheduled may result in rejection of the vendor's proposal.

3.0 Proposal Selection and Award Process

3.1. Selection Criteria

The City will select the contractor through a qualification-based selection process. Requests for Proposals will be reviewed based on the following factors:

1. Qualifications of firm
2. Experience with similar projects

3. Qualifications of personnel
4. Experience with public meetings
5. Completeness of contractor's understanding of flooding concerns
6. Proposed concept-level stormwater solutions
7. Completeness of project approach
8. Cost

3.2. Right to Reject Proposals and Negotiate Contract Terms

The City reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

4.0 Contract Terms and Conditions

4.1. Insurance Requirements

The successful consultant must meet the City of Fitchburg Insurance Requirements specified below.

CONSULTANT shall maintain the following minimum insurance coverage/limits:

Comprehensive General Liability:	\$1,000,000 occurrence/ \$2,000,000 aggregate
Automobile Liability	\$1,000,000 occurrence/ aggregate
Worker's Compensation	Statutory/Employers Liability
Excess Liability	\$2,000,000 occurrence/ aggregate
Professional Liability	\$2,000,000 occurrence/ aggregate

4.2 Compensation for Services

The Project Manager shall select the proposal deemed most suitable to the City's needs and will negotiate an Agreement for the work with the selected consultant, subject to the approval of Common Council. The project will be negotiated and shall include an upset figure ("not to exceed") for total contract costs.

Appendix A

Figures

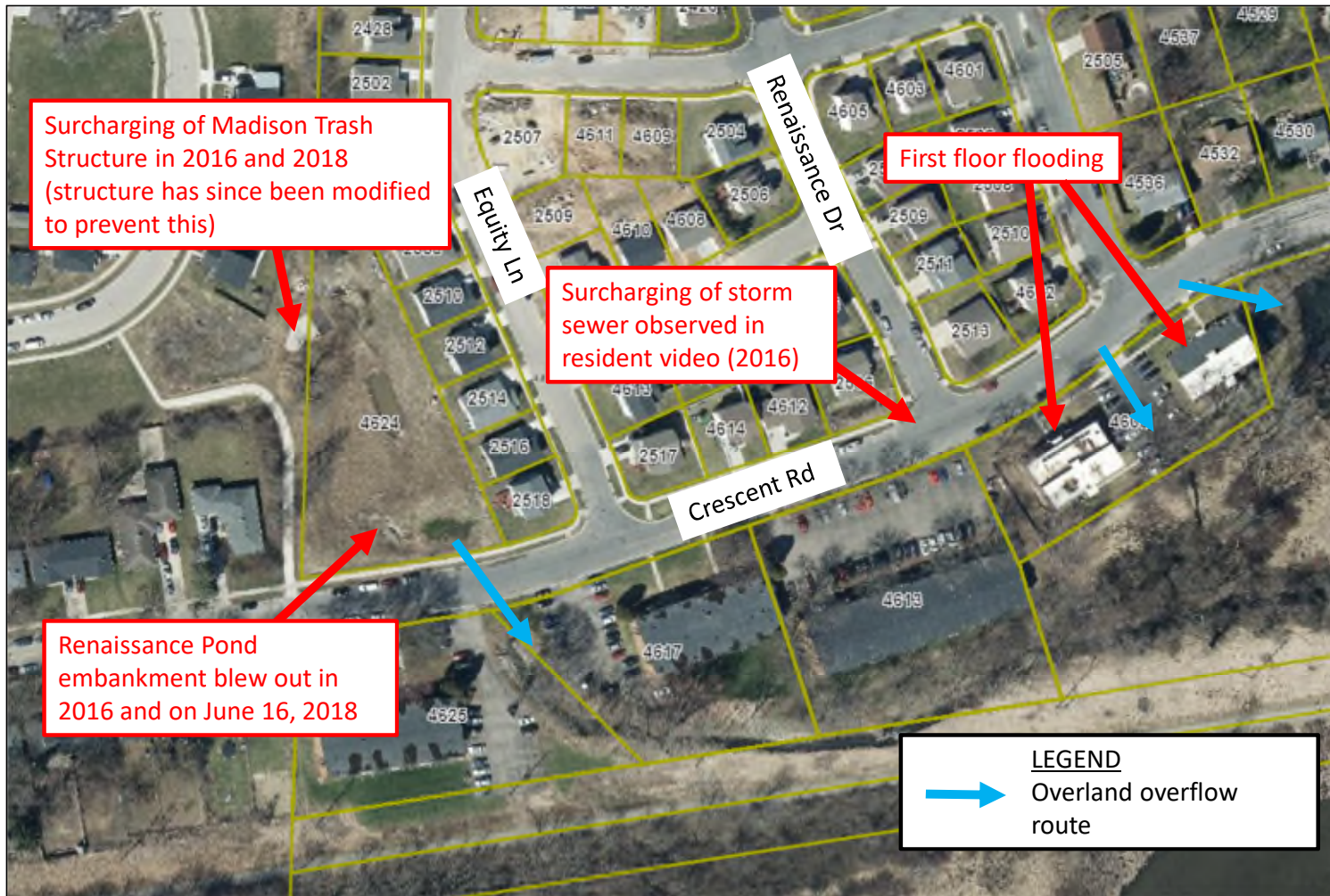


Figure A-1. Flood Concerns

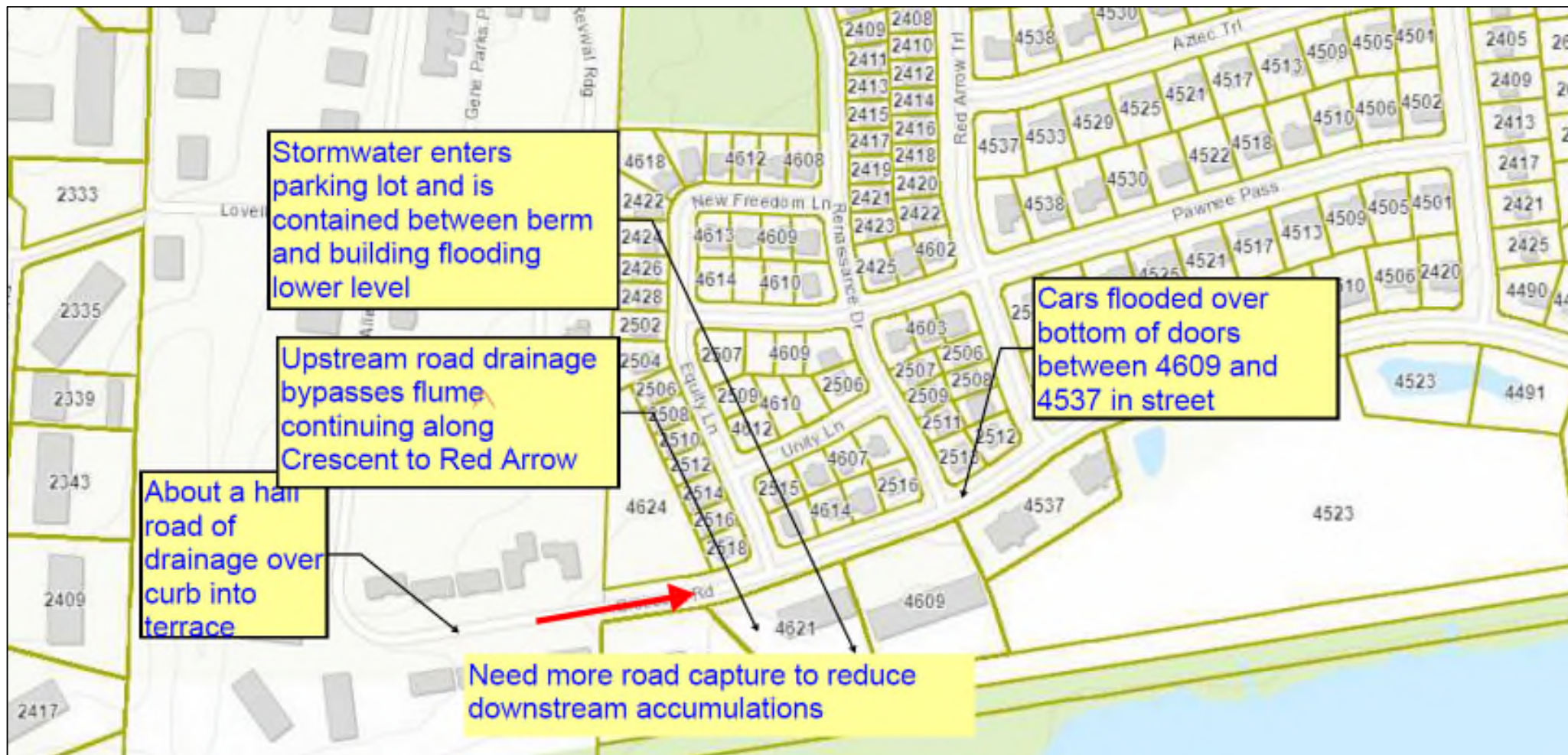


Figure A-2. Staff Observations

Appendix B

Photographs

Appendix B-1. 2016 Photos during Flood Event

Appendix B-2. 2016 Photos after Flood Event

Appendix B-3. 2018 Photos after Flood Event

Appendix B-1. 2016 Photos during Flood Event

Photos provided by a Fitchburg resident.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Appendix B-2. 2016 Photos after Flood Event

Photos taken by Fitchburg staff after flood event.



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Appendix B-3. 2018 Photos after Flood Event

Photos taken by Fitchburg staff.



Appendix C

Draft Agreement

Draft Agreement for Engineering Services

OWNER

City of Fitchburg
5520 Lacy Road
Fitchburg, Wisconsin 53711

ENGINEER

PROJECT: FEASIBILITY STUDY AND DESIGN CONCEPTS TO MITIGATE FLOODING
NORTH OF DUNN'S MARSH

1. Scope of Services

1.1 Surveys

The services can generally be described as engineering services related to acquisition of site information for the purpose of preparing preliminary and final design plans for the PROJECT. Included in these services will be _____.

1.2 Design

These services can generally be described as engineering services related to preparation of preliminary plans, probable cost estimate, environmental documentation and design study report, final plans for the PROJECT. These services shall include: _____.

The ENGINEER will provide necessary civil engineering services incidental to the PROJECT along with necessary drafting and field personnel. The ENGINEER'S field and office equipment and office facilities shall be provided as necessary to complete the services required under the Agreement. The ENGINEER has adequate staff and facilities for the services required under this Agreement.

1.3 Service Elements Not Included

The following services are not included under the scope of this Agreement: _____. If such services are required, they shall be provided by an amendment to this Agreement or through a separate Agreement with the OWNER.

1.4 Extension of Services

This Agreement may be extended for additional services upon authorization by the OWNER. Extension of consulting services shall be provided on an hourly basis plus expenses. Hourly services shall be provided on the basis of time actually spent in performance of the additional services.

1.5 Completion of Services

No services under this Agreement shall commence unless authorized by the OWNER in writing. If authorization is received by _____, it is expected that the Design Study Report will be completed on or about _____ and the PS&E shall be ready for a _____ letting. This Agreement shall terminate _____ unless otherwise amended.

2. Compensation, Billing and Payment

2.1 Compensation

Compensation for the services set forth in Sections A. 1 and A. 2 will be on an hourly basis in accordance with ENGINEER'S hourly rates attached as Exhibit B. The ENGINEER will bill the OWNER monthly for the service provided. No direct expenses, will be billed. The bill will provide a breakdown of services rendered according to the ENGINEER'S labor classifications shown on Exhibit B. The total compensation for these services, including fees and expenses, shall be a sum not to exceed \$_____.

2.2 Billing and Payment

2.2.1 Timing/Format/Acceptance

ENGINEER will bill the OWNER monthly, with net payment due in 60 days. Unless OWNER provides ENGINEER with a written statement of any objections to the invoice within 30 days of receipt, OWNER shall be deemed to accept the invoice as submitted, provided, however, acceptance of the invoice shall not constitute OWNER's acceptance of improper, faulty, or defective work, shall not release ENGINEER of any of its obligations under this Agreement, and shall not constitute a waiver of any rights or provisions hereof by OWNER.

2.2.2 Late Payments

Past due balances shall be subject to a service charge at the rate of 1 % (one percent) per month. Any amount that the OWNER has objected to shall not be considered due or past due until the objection has been resolved.

2.2.3 Delay/Adjustment

If services continue beyond estimates established herein, other compensation elements may be adjusted to reflect conditions existing at the time of provision of such extended services.

2.2.4 Billing Records

ENGINEER maintains accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice. OWNER requests for copies of original source documents will be billed as additional services at the rates in effect at the time of the request.

2.2.5 Sales/Use Taxes

Any sale or use taxes imposed upon provision of professional services under this Agreement and in effect on the date of the invoice shall be in addition to the total compensation, and will be added to the invoice amount and billed to the OWNER.

2.2.6 Expenses

Expenses incurred on the PROJECT such as travel, computer, printing and telephone shall be considered incidental to the contract.

3. Standard Terms and Conditions

3.1 Standard Of Care

Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the profession at the time and within the locality where the services are performed. ENGINEER agrees to indemnify and hold OWNER harmless from all damages, claims, and liability, including attorney's fees arising directly from ENGINEER'S failure to perform in accordance with such standard of care.

3.2 Change of Scope

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by OWNER. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the PROJECT progresses, facts discovered, including discovery of unanticipated hazardous materials, may indicate that scope should be re-evaluated. ENGINEER will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in PROJECT assumptions, the parties shall renegotiate this Agreement as necessary.

3.3 Safety

ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically set forth in this Agreement. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees, except any injuries arising from ENGINEER negligence.

3.4 Construction Review

For projects involving construction, OWNER acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required and that performance of construction related services by the design professional permits errors or omissions to be identified and corrected at comparatively low costs. OWNER agrees to hold ENGINEER harmless from any claims resulting from performance of construction related services by persons other than ENGINEER, except for claims directly caused by, or attributable to, ENGINEER, its employees, or agents.

3.5 Delays

If events beyond the control of ENGINEER, including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency other than OWNER, result in delays to the schedule established in this Agreement; such schedule and, if necessary, the compensation established in this Agreement shall be amended to the extent necessary to compensate for such delay.

3.6 Termination for Cause

- 3.6.1 The OWNER may terminate this Agreement effective seven days after sending written notice to the ENGINEER upon the happening of the following events:

3.6.1.1 The ENGINEER fails to deliver any reports, drawings, or designs in final form reasonably acceptable to the OWNER by the schedule set forth in 1.1.5 of this agreement.

3.6.1.2 The ENGINEER fails to perform any services required by this Agreement in a timely and professional manner or fails reasonably to cooperate with the OWNER.

3.6.2 The ENGINEER may terminate this Agreement effective seven days after sending written notice to the OWNER if the OWNER materially interferes with the performance of this Agreement by the ENGINEER.

3.7 Termination for Convenience

- a. OWNER may terminate this Agreement in whole or in part, at any time by written notice to ENGINEER, whether or not ENGINEER is in default. Such termination for convenience shall be effective at the time and in the manner specified in OWNER's written notice to ENGINEER.
- b. Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience, the ENGINEER shall:
 - Cease work as directed by the OWNER in the notice;
 - Take actions necessary, or that the OWNER may direct, to preserve work performed to date; and
 - Terminate all existing consultancy agreements or purchase orders.
- c. Upon such termination for convenience, the ENGINEER shall be entitled to receive payment for work executed, and reasonable costs, as mutually agreed between OWNER and ENGINEER, incurred by ENGINEER due to such termination, but in no event including loss of anticipated profits for work not performed.

3.8 Suspension

In the event either party defaults in its obligations under this Agreement (including OWNER'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice to the other party, suspend performance under this Agreement. Such written notice must state the party's intention to suspend performance under the Agreement if cure of such default is not commenced within such time limit contained in the written notice.

3.9 Insurance

ENGINEER shall maintain the following minimum insurance coverage/limits:

Comprehensive General Liability:	\$1,000,000 occurrence/ \$2,000,000 aggregate
Automobile Liability	\$1,000,000 occurrence/ aggregate
Worker's Compensation /Employers Liability	Statutory

Excess Liability	\$2,000,000 occurrence/ aggregate
Professional Liability	\$2,000,000 occurrence/ aggregate

3.10 Hold Harmless And Indemnification

The ENGINEER acknowledges and agrees that liability for both bodily injury, disability and/or death of ENGINEER'S employees or any other person, or for damages to property caused in any way by the operations of the ENGINEER under this agreement shall be assumed by the ENGINEER, and the ENGINEER shall indemnify and hold OWNER harmless against all claims, actions, proceedings, direct damages and liabilities, including reasonable attorney's fees, arising from or connected with the ENGINEER'S activities in connection with the services provided to the OWNER, including but not limited to, any acts, errors or omissions of the ENGINEER, its employees, agents, representatives and any other person doing business with the ENGINEER in connection with this agreement. However, in no event and under no circumstances shall the ENGINEER be liable to the OWNER for consequential, incidental, indirect, special, or punitive damages as incurred by OWNER due to OWNER'S direct acts and omissions. This section is not to be in conflict with Section 893.80 (4), Wis. Stats.

3.11 Liability For Toxic/Hazardous Materials

OWNER agrees that the overall liability for the actual, alleged, or threatened discharge, dispersal, release, or escape of toxic hazardous or asbestos material and the responsibility for ownership and maintenance of such materials relating to the PROJECT, shall remain with OWNER, except for any damages, claims, and liability arising directly from ENGINEER negligence or intentional acts.

3.12 Access

OWNER shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the services under this Agreement.

3.13 Reuse of Documents

Reuse of any documents pertaining to this PROJECT by the OWNER on extensions of this PROJECT or on any other PROJECT shall be at the OWNER'S risk. The OWNER agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of the documents by the OWNER or by others acting through the OWNER, except for any damages, claims, and liability arising directly from ENGINEER negligence.

3.14 Amendment

This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

3.15 Assignment

Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

3.16 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes all prior discussions, understandings or agreements between the parties with respect to such matters.

3.17 No Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

3.18 No Third-Party Beneficiary

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including OWNER'S contractors, if any.

3.19 Severability

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

3.20 Authority

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

3.21 Notices

Any notice required hereunder shall be sent to the business address designated on the signature page of this Agreement and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed.

3.22 Opinions of Construction Cost

Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the OWNER only. Since ENGINEER has no control over Contractor's costs of labor or materials, or competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

3.23 Relations with Contractors

The ENGINEER shall serve as OWNER'S professional representative for the services defined in this Agreement, and may make recommendations to OWNER concerning actions relating to OWNER'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, safety programs, sequences, or procedures of construction selected by OWNER'S contractors.

3.24 Laws to be Observed

The ENGINEER shall at all times observe and comply with all Federal and State Laws and administrative rules, local laws, ordinances, and regulations which in any manner

affect the conduct of the PROJECT, and all orders or decrees, as exist at the present time or which may be enacted within the time frame of this agreement of bodies or tribunals having jurisdiction or authority over the PROJECT.

3.25 Affirmative Action

The ENGINEER agrees that qualified small and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of DOT aid-assisted contracts and subcontracts. In connection with the performance of services under this agreement, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, religion, handicap, sex, physical condition, marital status, national origin, ancestry, sexual orientation, developmental disability as defined in section 111.01(5), Wis. Stats., arrest record, conviction record, or membership in the National Guard, state defense force, or any other reserve component of the military forces of the United States or the State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The ENGINEER agrees to post in a conspicuous place available for employees and applicants for employment notices to be provided by the ENGINEER setting forth the provisions of this non-discrimination clause.

3.26 Professional Services

The ENGINEER intends to serve as the OWNER'S professional representative for those services as defined in this Agreement and to provide advice and consultation to the OWNER as a professional. Any opinions of probable PROJECT costs, approvals, and other decisions made by the ENGINEER for the OWNER are rendered on the basis of experience and qualifications and present the ENGINEER'S professional judgment.

The ENGINEER acknowledges and agrees that it is an independent contractor of the City, that its business is independently owned and operated, that nothing in this contract shall be interpreted to cause or result in, directly or indirectly, any principal/agent or employer/employee relationship between the ENGINEER and the City, and that nothing in this agreement shall in any way whatsoever be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship, between the City and the ENGINEER. The ENGINEER agrees not to represent or advertise in any way that its relationship with the City is other than as provided in this paragraph.

3.27 Disputes

- a. OWNER and ENGINEER agree to initially attempt mediation regarding any dispute arising between OWNER and ENGINEER under this Agreement. Such proceedings shall be held in Fitchburg, Wisconsin. At OWNER's option, any such mediation will be consolidated with related dispute resolution proceedings involving OWNER, ENGINEER, or any other party. Sole jurisdiction for all proceedings shall be Dane County Wisconsin.
- b. Nothing contained in the aforementioned paragraph shall be construed to relieve ENGINEER of any obligations it may have under Section 893.80, Wis. Stats.

IN WITNESS WHEREOF the parties hereby have made and executed this Agreement.

ENGINEER:

BY: _____

_____ Date

ATTEST: _____

_____ Date

OWNER:

BY: _____

_____ Date

ATTEST: _____

_____ Date

APPROVED AS TO FORM:

City Attorney

_____ Date

Provision has been made to pay the liability that will accrue with this agreement.

City's Financial Officer

_____ Date