



CITY OF LADYSMITH, WISCONSIN  
REQUEST FOR PROPOSAL

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DEVELOPMENT OF 100 BLOCK OF WORDEN AVE. W.

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**PROPOSALS MUST BE RECEIVED**

**NO LATER THAN 12:00 PM May 9, 2025**

**FOR FURTHER INFORMATION PLEASE CONTACT CITY  
ADMINISTRATOR:**

Alan Christianson, City Administrator  
City of Ladysmith, Wisconsin  
120 Miner Ave. W. PO BOX 431  
Ladysmith, WI 54848  
(715) 532-2653

**INTRODUCTION**

The City of Ladysmith, Wisconsin is seeking proposals for the development of vacant land in the 100 block of Worden Avenue W. in the city of Ladysmith downtown. The City of Ladysmith owns the property and is seeking a private developer for conversion the vacant lots to a commercial, residential or combination use. This request for proposals (RFP) is geared towards knowledgeable developers with experience in infill development in downtown districts and provides developers with the needed information to assist with RFP preparation and submission requirements, as well as the selection criteria.

**BACKGROUND**

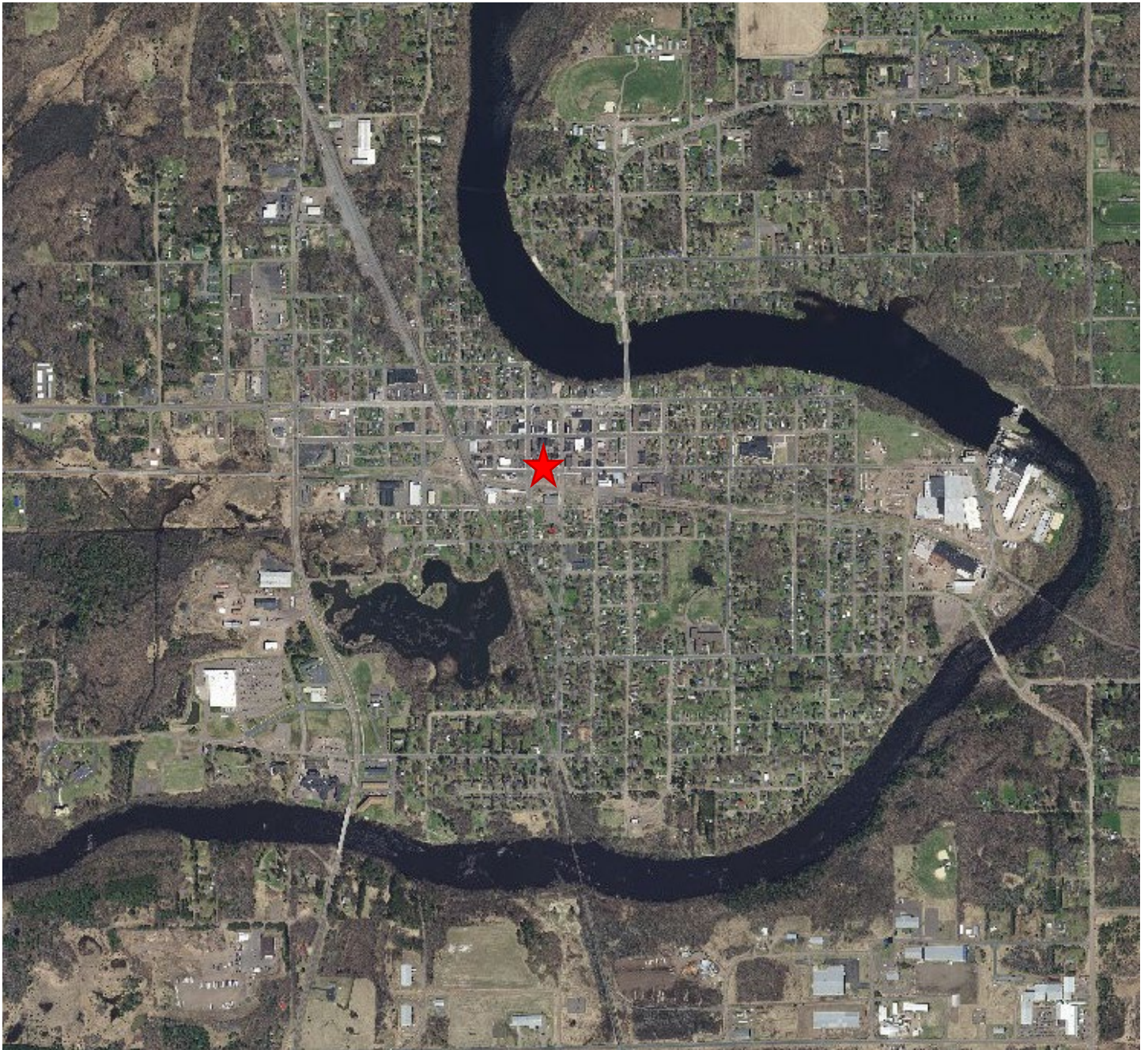
The 100 Block of Worden Avenue W contains a number of vacant, city-owned lots on the south end of downtown Ladysmith, in a predominantly commercial neighborhood. Land located around the property is zoned in a mix of commercial and light industrial. Some residential zoning exists further to the south.

The City recently acquired and demolished buildings at 103 and 109 Worden Ave. W. after having previously done the same with a fire damaged structure at 113 Worden Ave. W. This block of Worden Avenue W. was completely rebuilt in 2019 with new water, storm and sanitary sewer, sidewalks, curb, gutter and pavement. The result is a number of contiguous lots with new utility laterals that are ready for redevelopment. These contiguous lots on the north side of Worden Avenue W. comprise approximately .35 acres. A 10 ft. wide easement exists on the east side of the property that would need to be maintained for the dental clinic at 120 1<sup>st</sup> St. S. The lots to the north also have alley access to the north. Alternatively, the parking area on the south side of Worden Avenue W. is also available for development and is comprised of approximately .6 acres. While there is on street parking available, a project utilizing one or both sites would ideally leave some off-street public parking to be shared by nearby businesses as well as for the new development. Any portion of land reserved for public use parking could remain in City ownership.

**Figure 1. Aerial View of property showing north and south lots outlined in red.**

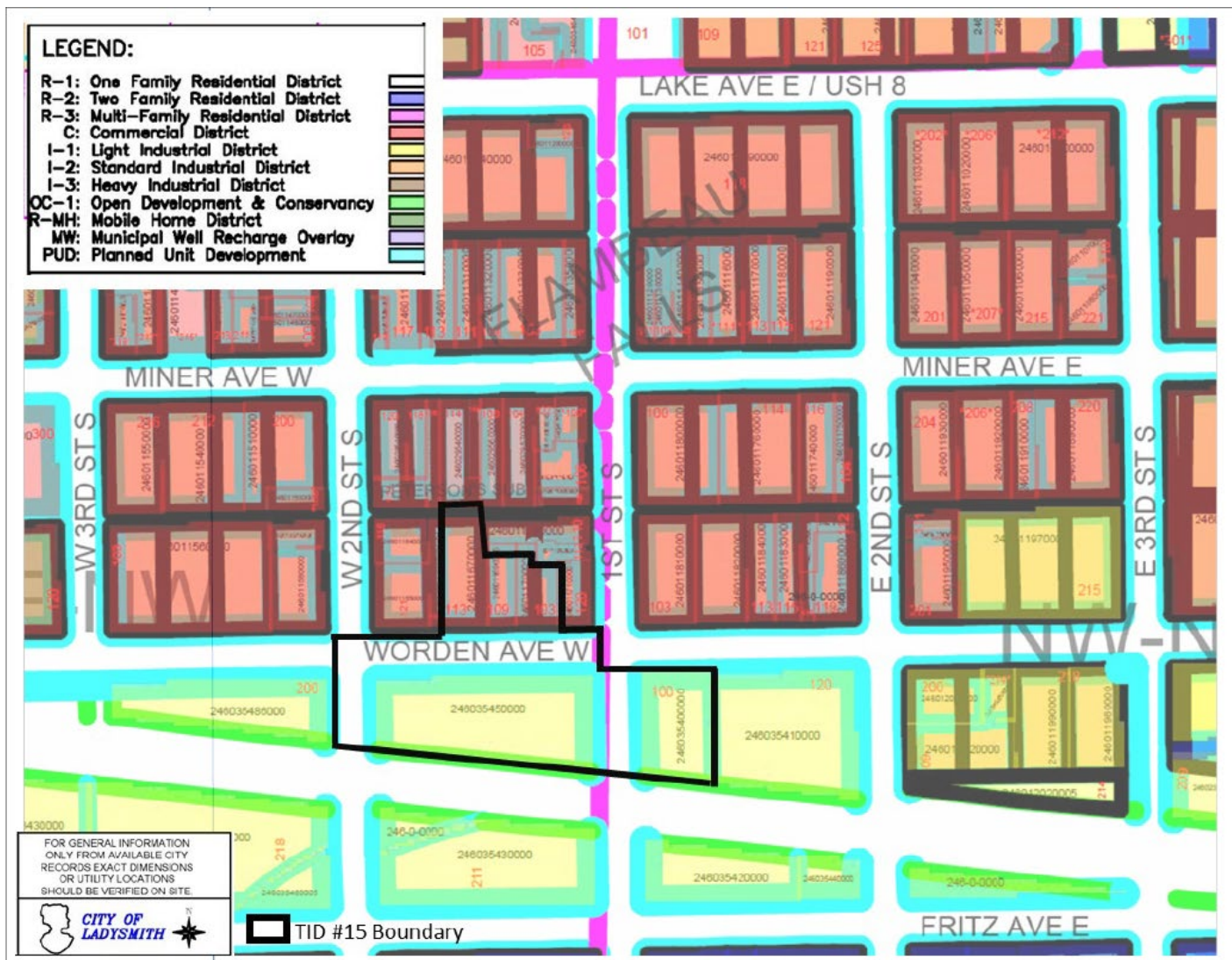


**Figure 2. Aerial view of project site (red star) within City.**



As noted on the previous page, the project site is located on Worden Avenue on the south end of Ladysmith's downtown. The most recent DOT traffic count indicated 1,700 vehicles daily. Worden Avenue is two blocks south of US Highway 8/Lake Avenue. Retail and service businesses located along Worden Avenue include Worden Avenue Exchange, Flambeau River Outfitters, Berg's Collision & Detail, La Casa Mexicana, LJ's Pizza & Pub, C&C Barbers, Clark Auto Supply, Reisner Dental, Sasha's Hair & Barber Care, Refining Repair, Rusk County Farm Supply, Ladysmith News and What's Brewing at JT's. Other nearby public points of interest include Ladysmith City Hall and the Ladysmith Post Office, 1 block to the north. A number of retail, service and dining options as well as counseling, optical and dental exist throughout the downtown in a walkable setting. The Rusk County Courthouse, Rusk County Community Library, Rusk County Farmers Market, Ladysmith Elementary School and Memorial Park are all located within a 2,000 ft. radius of the project site. Primary Healthcare providers Oakleaf Clinic- Ladysmith is located 1 mile to the west and Marshfield Medical Center-Ladysmith is located 1.3 miles southwest of the project location. The Christianson Brothers Industrial Park, home to many of Ladysmith's largest employers is located 1 mile to the south.

**Figure 3. Zoning Map of Subject and Surrounding Property.**



**THE CITY**

The City of Ladysmith sits at the intersection of U.S. Highway 8 (running from Forest Lake, MN to Norway, MI) and Wisconsin Trunk Highway 27 (Prairie du Chien, WI to Brule, WI) in northwest Wisconsin. Nearby population centers include the City of Rice Lake (45 minutes to the west), City of Eau Claire (1 hour to the south), City of Wausau (2 hours to the southeast), Duluth/Superior (2 hours to the north) and Minneapolis/St. Paul (2.5 hours southwest). The most recent estimate puts the population within the corporate limits at 3,200. Ladysmith is surrounded by abundant natural beauty. The picturesque Flambeau River winds through the heart of the City and the majestic Blue Hills sit just to the west. The City sits at the intersection of east-west and north-south railroad lines owned by Canadian National, creating opportunity for industrial expansion.

**THE PROPOSED PROJECT**

The project is envisioned to be a redevelopment of the site from vacant lots into a commercial, residential or combination use that will improve the neighborhood and surrounding community both aesthetically and economically. Any proposal received must include either the north or south lots and may include all or a portion of both.

Retail, service, offices, 1<sup>st</sup> and/or 2<sup>nd</sup> floor residential or some combination as well as any proposed uses not included herein will be considered. The project site is located within City of Ladysmith Tax

Increment Financing District (TID) #15. The City of Ladysmith may, upon request of the developer and at the City's discretion, provide grant or low interest loan funding to assist the project in being financially feasible.

The City would consider alternate terms of the land transaction in order to facilitate the development. Specifically, the City is interested in proposals that would call for (1) purchasing title to a specified portion of the land. 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 City wishes to move quickly in the selection of a development partner. The City 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 January 31, 2027. The desired completion date is negotiable depending on developer needs. Below is a table outlining the major events and corresponding dates.

EVENT	DATE
Release Request for Proposals (RFP)	March 18, 2025
Proposal deadline – 12:00 PM	May 9, 2025
Proposal approved and developer selected	June, 2025
Final agreement executed and project commences	June-December, 2025
Project is complete and building occupancy is obtained	January 31, 2027

**The deadline for final proposals is 12:00 PM., Central Standard Time, on Friday, May 9, 2025.**

Please submit questions and final proposals to Alan Christianson, City Administrator, at

City of Ladysmith  
Attn: Administrator  
PO BOX 431  
Ladysmith, WI 54848  
[achristianson@cityofladysmithwi.com](mailto:achristianson@cityofladysmithwi.com)

## PROPOSAL FORMAT AND REQUIRED INFORMATION

The submitted proposals shall include each of the following sections:

1. Executive Summary (with proposed purchase price)
2. Project Approach and Management
3. Scope
4. Level of Investment and Financial Viability
5. Successful Development/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, property purchase price envisioned and the anticipated end use(s) of the property.
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 Development/Redevelopment Project Examples:** Include detailed descriptions and photos of other successful development/ 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 City's vision for the property.
- **Value** – The proposed project will provide lasting value to the City, neighborhood, and all stakeholders. The proposed 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 City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist; the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

The City 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 City. The City 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 City. The City 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

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website



## CITY OF LADYSMITH 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. The City of Ladysmith shall be the sole judge of equivalency. Developers 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 Developer'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:** City of Ladysmith 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 City of Ladysmith. 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 City of Ladysmith.
- 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:** City of Ladysmith 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:** City of Ladysmith 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. City of Ladysmith, 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. City of Ladysmith 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 City of Ladysmith 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. City of Ladysmith 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 City of Ladysmith 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 City of Ladysmith, 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 City of Ladysmith, 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** City of Ladysmith reserves the right to require higher or lower limits where warranted.

**14.4** City of Ladysmith reserves the right to require additional security, including, but not limited to, bidbonds or performance bonds as specifically set forth in its request for bids or proposals.

**14.5** **PROOF OF INSURANCE:** Developer shall furnish the City 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 City 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 City of Ladysmith Risk Manager for approval prior to the execution of this contract.

Upon renewal of the required insurance, and annually thereafter, the City shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name City of Ladysmith 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:** City of Ladysmith 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 City's convenience, at any time by a notice in writing from the City to Developer by certified mail. If the Contract is terminated by the City 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 City of Ladysmith 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 City from canceling any of the services not yet performed or any deliveries not 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 City of Ladysmith.

**18.0 PATENT INFRINGEMENT:** The Developer selling articles to City of Ladysmith 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 City of Ladysmith (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:** City of Ladysmith 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 City of Ladysmith 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 become the property of City of Ladysmith.

**20.2** Any material submitted by Developer in response to City of Ladysmith'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 City of Ladysmith becomes involved in litigation due to Developer's refusal of permission to release information identified as confidential or proprietary, Developer agrees to indemnify, defend and hold harmless City of Ladysmith for any costs associated with said litigation.

**21.0 CONFIDENTIALITY OF CITY OF LADYSMITH'S DATA:** In the event work conducted under this contract requires Developer to have access to City of Ladysmith's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, Developer agrees to keep all such data confidential and to execute

any reasonable agreement to assure City of Ladysmith 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 City of Ladysmith, any of its departments, agencies or other subunits, or any City official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of City of Ladysmith. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of City of Ladysmith's purchasing agent.

**23.0 MUTUAL HOLD HARMLESS/INDEMNIFICATION:** Developer hereby agrees to release, indemnify, defend, and hold harmless City of Ladysmith, 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. City of Ladysmith 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 City of Ladysmith's officers, officials, employees, agents or assigns. City of Ladysmith 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 City of Ladysmith, 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 City of Ladysmith. The Developer shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of City of Ladysmith are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by City of Ladysmith on behalf of the Developer. Neither City of Ladysmith 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, City of Ladysmith.

**28.0 NON-DEBARMENT CLAUSE:** Developer hereby 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. City of Ladysmith 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 City of Ladysmith'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 in its entirety.

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