

**DE PERE**®



**REQUEST FOR PROPOSALS: ESRI UTILITY NETWORK  
MIGRATION, PORTAL INSTALL, AND ARCGIS ENTERPRISE  
UPGRADE**

**City of De Pere, Wisconsin  
Development Services Department - GIS Division**

**Issued: February 5, 2025**

**Proposals Due: March 7, 2025 by 5:00 P.M. CST**

## A. INTRODUCTION AND SUMMARY

Through this Request for Proposals (RFP), the City of De Pere (City) Development Services Department – GIS Division is seeking proposals from qualified professional Geographic Information Systems (GIS) services firms to provide assistance with an ArcGIS Enterprise upgrade, Portal for ArcGIS implementation, and Esri Utility Network migration.

The City has a robust GIS dataset with 30 feature datasets totaling over 600 feature classes that include a mix of production, reference, and archival data. The number of web services managed in ArcGIS Service Manager totals 85 (close to 50 are active services). There are also numerous hosted feature layers that reside solely in ArcGIS Online. The City has had an Esri Small Government Enterprise Agreement since 2018. There are currently 2 primary GIS editors (12 total ArcGIS Desktop users) and more than 50 ArcGIS online users with varying roles. The current GIS infrastructure is running on SQL Server 2022.

Submissions must be received by the Development Services Department – GIS Division at City Hall, 335 S. Broadway, De Pere, WI 54115 no later than 5:00 p.m. on March 7, 2025.

The City will award a contract to one (1) full-service firm to upgrade ArcGIS Enterprise from 10.9.1 to 11.3, implement Portal for ArcGIS, and perform an Esri Utility Network migration. The initial contract may be extended at the option of the City.

## B. COMMUNITY OVERVIEW

The approximately 25,000 people who call the City of De Pere, Wisconsin home know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among

residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

The City of De Pere is 12.77 square miles with sanitary sewer, storm sewer, and water serviced throughout. Future growth within this service area is also anticipated. The GIS Division models this extensive network with the current feature counts displayed in Appendix A.



## C. SCOPE OF WORK

This RFP is to solicit for a qualified consultant who is expected to provide a wide range of GIS services to the City. The scope of work to be performed under this contract by the consultant is expected to include:

### **Phase 1: Esri ArcGIS Enterprise Upgrade**

As part of this task, the consultant will work closely with the City to upgrade our ArcGIS Enterprise software from version 10.9.1 to 11.3.

Phase 1 tasks include:

1. Conduct a pre-upgrade meeting with the City's GIS Division and IT Department to understand the background of the City's GIS infrastructure and upgrade history.
2. Conduct the upgrade with timely communication throughout the process.
3. Ensure all existing data, applications, processes, etc. are functioning properly with City staff providing final approval that all systems are working properly.

Phase 1 deliverables include:

1. A document in PDF format describing the steps taken to perform the upgrade.
2. An action plan in PDF format detailing recommendations for a future upgrade schedule, in line with a City this size and consultant and Esri recommendations.

### **Phase 2: Esri Portal Installation**

As part of this task, the consultant will work closely with the City to install Esri's ArcGIS Enterprise Portal ("Portal") based on the needs of the City, determine an editing/update workflow for City data, including utility data (Sanitary Sewer, Storm Sewer, and Water), and provide training on that workflow.

Phase 2 tasks include:

1. Conduct pre-installation meetings with the City to understand the needs of, and uses for, Portal with a focus on City utility data as it relates to Esri's Utility Network data model.
2. Conduct pre-installation meetings with the City to understand the overall needs of, and uses for, Portal with a focus on non-utility City GIS data.
3. Install Esri's Portal for ArcGIS, and ensure it is working properly.
4. Provide recommendations for a versioning & editing workflow to meet the City's needs for City utility data in the Utility Network, which may include automation workflows.
5. Provide recommendations for a versioning & editing workflow to meet the City's needs for non-utility City GIS data, which may include automation workflows.
6. Assist in the implementation of chosen recommendation(s).
7. Connect Portal to ArcGIS Online if deemed appropriate based on the City's needs.
8. Migrate all City web services from the ArcMap service runtime to the ArcGIS Pro service runtime for use in the Portal environment.

9. Conduct a minimum of three (3) training sessions with City staff on the versioning/editing/service workflows, including introducing users to ArcGIS Pro.

Phase 2 deliverables include:

1. A fully implemented Portal environment with all City web services compatible with ArcGIS Pro.
2. A detailed report in PDF format documenting the outcomes of the pre-installation meetings/focus group sessions with the various City stakeholder groups.
3. Recommendations in PDF format detailing the City's options for versioning and editing within the Portal environment.
4. A document in PDF format describing the steps taken to perform the Portal installation and service migration.
5. A detailed training guide in PDF format detailing how to perform the City's common tasks in ArcGIS Pro, specific to each department/stakeholder group.

### **Phase 3: Esri Utility Network Migration**

With this task, the consultant will work closely with the City to migrate the City's Sanitary Sewer, Storm Sewer, and Water utility data to the Esri Utility Network, perform data cleanup, and provide user training.

Phase 3 tasks include:

1. Conduct pre-migration meetings with the City to understand the overall needs of implementing the Utility Network.
2. Provide recommendations for Utility Network features to implement with final determination to be made by the City. Special notes:
  - a. Including integration with Central Brown County Water Authority dataset. (Water)
  - b. Integration with EH Wachs valve turning device. (Water)
3. Conduct a data readiness analysis on all City Sanitary Sewer, Storm Sewer, and Water GIS data.
4. Assist the City in performing data cleanup in preparation for Utility Network migration.
5. Conduct the actual migration into the Utility Network.
6. Conduct a minimum of three (3) training sessions with City staff on the Utility Network structure, editing, and capabilities.

Phase 3 deliverables include:

1. The City's Sanitary Sewer, Storm Sewer, and Water GIS data fully implemented into the Utility Network on our server(s) with new web services created.
2. A detailed report in PDF format documenting the outcomes of the pre-installation meetings/focus group sessions with the various City stakeholder groups.
3. Recommendations in PDF format detailing the City's options for implementation and chosen features/customizations.

4. A document in PDF format describing the steps taken to perform the Utility Network migration.
5. A detailed training guide in PDF format detailing how to perform the City's common tasks in the Utility Network framework, specific to each department/stakeholder group.

#### **Phase 4: Continuing Support**

The consultant will provide support to the City for six (6) months post-implementation for matters involving Tasks 1-3.

*Throughout the entire project, the consultant shall be in regular communication with the City, including, at minimum, weekly project meetings with appropriate City parties, determined by the current phase of the project.*

## **D. SUBMITTAL QUESTIONS**

All questions shall be submitted in written form to the contact information provided below by 5:00 p.m. Central Time on Friday, February 14, 2025. Answers will be provided via the City website as part of an addenda to the RFP as they become available. Multiple addenda may be released.

## **E. MINIMUM QUALIFICATIONS**

The firm must meet the following minimum qualifications in order to be considered. Submissions that do not meet these requirements will not be reviewed.

1. The firm must be a current Esri Business Partner having completed Enterprise upgrades, Portal implementations, and Utility Network migrations under that status.
2. The firm must assign staff to the project that have prior experience completing the tasks listed in *C. Scope of Work*.
3. A minimum of one (1) staff member on the project must be a certified GISP (GIS Professional).

## **F. SUBMISSION REQUIREMENTS**

The City wishes to evaluate each proposal under the same uniform review standards. Proposals for this project should be organized in the following order and contain all of the following information: Respondent shall submit one (1) electronic copy in PDF format through the City's online portal or email to the contact listed below. In order to be considered, proposals must be received no later than 5:00 p.m., Central Time, Friday, March 7, 2025 and delivered to:

Kristen Vincent  
GIS Manager

[kvincent@deperewi.gov](mailto:kvincent@deperewi.gov)

or

[\[De Pere, WI\] RFP Application \(seamlessdocs.com\)](#)

Proposals should include all of the following:

1. **Qualifications and Experience:** This section shall include the firm's name, area of expertise, a brief history of the firm, size, number of office locations, and business address of the office responsible for the contract. The name, address, and telephone number of the contact person responsible for their submittal shall be included. In addition, the following shall be included:
  - a) Proof of ESRI Partner Status, including dates that status has been held.
  - b) General description of firm's history providing GIS services.
  - c) Summary of experience in ArcGIS Enterprise version upgrades, including number of years performing upgrades and number of upgrades completed in the last three (3) years.
  - d) Summary of experience in Portal for ArcGIS implementations, including conducting user trainings, number of years performing implementations, and number of implementations completed in the last three (3) years.
  - e) Summary of experience in Utility Network migrations from the ArcMap/geometric network environment, including conducting user trainings, number of years performing migrations, and number of migrations completed in the last three (3) years.
2. **Technical Approach:** Description of the firm's technical approach to complete the GIS tasks required as described in the scope of work.
  - a) Provide your understanding of this project and requirements as depicted in this document and identify key issues from the consultant's perspective.
  - b) Provide a description of how your firm will manage and implement all phases of this project, including the firm's approach and methodology to planning, organization, and management. Include how this approach is expected to achieve good results for this project.
  - c) Address all scope of work issues and indicate how the consulting firm will go about assisting and coordinating the project with the City.
3. **Project Staff:** Description of the following:
  - a) Brief biographical summaries of related experiences for staff members working on the project including their experience with similar ArcGIS Enterprise upgrades, implementing Portal for ArcGIS, and Utility Network migrations from geometric networks.
  - b) Organizational chart.
  - c) Resumes for key project personnel assigned to this project. Indicate the project manager who will be responsible for ensuring the project success.
4. **Budget:** Description of the following:
  - a) Rates for Phase 1

- b) Rates for Phase 2 broken down as follows:
    - 1. Implementing Portal for the Utility Network
    - 2. Implementing Portal for all other GIS data
  - c) Rates for Phase 3 broken down as follows:
    - 1. Sanitary Sewer data migration and implementation
    - 2. Stormwater data migration and implementation
    - 3. Water data migration and implementation
  - d) Rates for Task 4
5. **Municipal Experience and Knowledge:** Demonstrate knowledge of GIS and utility GIS data as it relates to municipal government systems and goals.
  6. **References:** Project summary of relevant GIS experience and contact information for three (3) recent (completed within the past three years) client references with name, email address, and phone number for each.

## G. SELECTION PROCESS

The following describes the anticipated general review process.

1. Proposal review.
2. Interviews (if necessary).
3. Staff recommendation to the Finance and Personnel Committee.
4. Common Council approval of the selected consulting services firm.
5. Finalize/execute service contract.

## H. SELECTION CRITERIA

The selection process will involve the following primary steps. Applicants should carefully examine the entire RFP, any addenda, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions while performing the work. Each of the following review criteria will be taken into consideration by the review committee in the evaluation of the proposals. The proposal evaluation will be weighted as shown below:

<b>Selection Criteria</b>	<b>Points</b>
Project Understanding and Approach	30
Interviews and References	20
Pricing	20
Qualifications and Experience	20
Quality and Completeness of Submission	10
<b>Total</b>	<b>100</b>

The selection team will recommend a GIS consulting services proposal and firm to the Common Council based on the Selection Criteria.

The Common Council reserves the right to reject any and all proposals and select a GIS consulting services firm of their choosing. When a selection decision is made, the City expects to enter negotiations with the selected firm to complete a service contract. Upon approval and execution of a service contract, all other competing firms will be notified of the selection in writing. The City is committed to a cooperative working relationship with the selected GIS consulting services firm.

## I. TENTATIVE TIMELINE

The following is the conceptual timeline for the process (subject to change):

Release of Request for GIS Consulting Services	February 5, 2025
Written questions submitted to <a href="mailto:kvincent@deperewi.gov">kvincent@deperewi.gov</a>	February 14, 2025, 5:00 p.m.
Reponses to questions available	February 21, 2025
Submission deadline	March 7, 2025, 5:00 p.m.
Follow Up Information and Interviews	Week of March 24, 2025
Presentation of Proposals to Finance/Personnel Committee	April 8, 2025
Recommendation to Common Council	April 15, 2025
Anticipated project start	Week of April 28, 2025

## J. De Pere Resource Links & Attachment

City of De Pere:

<https://www.de-pere.org/>

DIME – De Pere Interactive Mapping Engine: This resource can be used to visualize scope of sanitary sewer and stormwater data, services to be transferred to the ArcGIS Pro runtime, and City service area.

<https://www.deperewi.gov/maps>

A sample consultant agreement is attached for reference.

## K. STATEMENT OF RIGHTS AND UNDERSTANDING

The City reserves, and may, in its sole discretion, exercise any and all of the following rights and options with respect to this RFP:

1. To accept, reject, or negotiate modifications to, any and all proposals;
2. Submission of a proposal does not bind the City to any action or any applicant;
3. To issue clarifications and propose addenda;
4. To modify any timeline;
5. To negotiate with one or more applicants;
6. To select any submission as the basis for negotiations and to negotiate with applicants for amendments or modifications to their submission;
7. To conduct investigations with respect to the qualifications of each applicant;



8. All materials submitted in response to this RFP become the property of the City;
9. Any proposal/response submitted in conjunction with this request will become public record;
10. The City is not responsible for costs associated with preparing proposals, or for cost incurred before a formal notice to proceed is issued if a contract is awarded;
11. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP. This RFP has been prepared by the City and does not purport to be all-inclusive or to contain all of the information a prospective applicant may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP.

## APPENDIX A:

Current feature counts (though continuously updating) of primary utility data are shown below. Please note: This list is not all inclusive, but rather, contains the major features of the City's utility data to demonstrate scope.

1. Sanitary Sewer Features
  - a. Abandoned Gravity Mains – 67 total features
  - b. Abandoned Manholes – 57 total features
  - c. Fittings – 555 total features
  - d. Force Mains – 29 total features
  - e. Gravity Mains – 2,736 total features
  - f. Lateral Lines – 406 total features
  - g. Lateral Points – 399 total features
  - h. Manholes – 2,592 total features
2. Storm Sewer Features
  - a. Abandoned Gravity Mains – 108 total features
  - b. Abandoned Manholes – 7 total features
  - c. Catch Basins – 4,156 total features
  - d. Discharge Points – 568 total features
  - e. Fittings – 1,005 total features
  - f. Force Mains – 1 total feature
  - g. Gravity Mains – 7,531 total features
  - h. Lateral Lines – 440 total features
  - i. Lateral Points – 429 total features
  - j. Manholes – 2,636 total features
3. Water System Features
  - a. Abandoned Lateral Points / Curb Stops – 7 total features
  - b. Abandoned Pressurized Mains – 1,079 total features
  - c. Abandoned System Valves – 262 total features
  - d. Fittings – 4,440 total features
  - e. Hydrants – 1,399 total features
  - f. Lateral Lines – 1,934 total features
  - g. Lateral Points / Curb Stops – 7,832 total features
  - h. Pressurized Mains – 6,479 total features
  - i. System Valves – 2,318 total features
  - j. Water main breaks (active and inactive) – 762 total features

**AGREEMENT FOR SERVICES BETWEEN THE  
CITY OF DE PERE AND \_\_\_\_\_ (CONSULTANT NAME)  
(Project Name)**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and \_\_\_\_\_ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of \_\_\_\_\_ (project description) \_\_\_\_\_; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

The project is as described in the \_\_\_ (date) \_\_\_ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated \_\_\_ (date) \_\_\_ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

**II. SCOPE OF CONSULTING SERVICES**

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

### III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

### V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

## VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

## VII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

## VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

## IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

## X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

## XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

## XII. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

C. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

## XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

#### XIV. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

#### XV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

#### XVI. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

#### XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be

suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

#### XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

#### XX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with a lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.



Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
James G. Boyd, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Carey E. Danen, City Clerk