REQUEST FOR PROPOSALS  
City of De Pere, Wisconsin  

James Street Streetscape Conceptual Design & Design Development  

Economic Development & Planning Department  
Issued: September 20, 2017  
Proposals Due: October 30, 2017 by 4:00PM
A. Community Overview

The 24,000 people, who call 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.

B. Project Background

To continue the momentum occurring in downtown, the City of De Pere Planning Department (“City”) is soliciting proposals from qualified Consultants for streetscape design, cost estimating and design development document preparation. This project will revitalize a ½ acre portion of James Street, a highly visible and important pedestrian gateway in downtown De Pere.

In 1985 the City installed a decorative fountain to improve the public space at James and Broadway streets. After many years of enjoyment, and despite continued maintenance, the mechanical systems of the fountain began to deteriorate. In recent years it has become a growing maintenance challenge. In 2016, a group of stakeholders (including property owners, business owners and representatives from the Historic Preservation Commission, unanimously supported fountain removal and the consideration of broader streetscape plan rather than fountain replacement. The City managed to repair the fountain so that it worked during the summer of 2016 but it did not function in 2017. In July, the empty fountain was deemed a safety hazard and filled with decorative stone until a new streetscape design can be implemented.

C. Design Vision

This project will enhance and expand the public realm in De Pere by developing an impressive streetscape that is enjoyed by both residents and tourists alike. With ample comfortable seating, inviting vegetation and the possibility of a water feature and public art display, the James streetscape project should be as inviting for a quiet cup of coffee and newspaper as it is for exploration, leading the guest back to the treasures of Wisconsin Street and beyond.

After site analysis and collaboration with City Stakeholders, Consultants will provide three conceptual options for the streetscape. The options will then be evaluated, with portions from any option being incorporated into the final conceptual design.

Option One. This should be the least expensive option from a design & construction perspective. Consultants should consider the entire site and produce an economical design to include some seating, tree and planting enhancements as well as other cost-conservative features.
Option Two. This option will build upon option one and add features to make the James Streetscape more appealing such as additional seating and a water feature.

Option Three. This option will include the best design possible including the features outlined in section D, to create a public space that is designed to impress the most discerning visitor.
D. Project Objectives

Project considerations for the James Streetscape include, but are not limited to the following. Additional objectives may be drafted based on input received in Phase 1.

1. Design a streetscape that reflects the recommendations of the De Pere Downtown Master Plan and will enhance the idea of “De Pere as a destination” for residents and visitors, while increasing traffic to local businesses.
2. Integrate appropriate pedestrian amenities to provide a comfortable experience making guests feel welcome and comfortable. (Benches/seating, trash receptacles, pedestrian oriented lighting, bike racks, etc...)
3. Address the suitability of a new water feature or other feature to replace the fountain.
4. Incorporate the rich history of De Pere in a manner keeping with the overall design.
5. Select trees and plantings appropriate to our geography regarding survivability over winter and heavy salt use on nearby streets.
6. Create options for landscape features. The species of perennials, grasses and shrubs should be chosen for their hardiness as well as textural and color variation.
7. Include options for the display of public art. The displays could be rotating and would require lighting.
8. Maintain the strong pedestrian connections and walkability of the area.
9. Consultant will maintain or increase the amount of public parking on James Street.

E. Scope Of Services

Phase 1 – Inventory and Analysis

Task 1: Project Assessment, Area Analysis and Preliminary Design.
- Introductory Conference Call with City Staff.
- Review of project history, scope and schedule.
- Review and research of City documents, preferences and history to develop an understanding of the community and project area.

Task 2 - On Site Meeting #1: Kick off meeting with City Staff.
- Review of information collected in Phase 1
- Site Visit

On Site Meeting #2: Meeting with Project Stakeholder Group.
- Facilitated discussion on design objectives.
- Visual Preference Survey.

Task 2 Deliverables
- Summary of meetings and visual preference survey

Phase 2 – Conceptual Design and Design Refinement

Task 3: Conceptual Design Development
- Develop 3 Conceptual Designs based on project objectives and three options.
- Include accompanying renderings and/or comparable images to illustrate design intent.
- Submit designs to the City for Review with estimated cost ranges.
Incorporate revisions from design team into presentation ready renderings.

Task 3 Deliverables:
- Preliminary design site plans and renderings for all three options.
- Preliminary construction estimates.
- Provide schedule options for public meeting. Meeting to include a minimum of two members from Consultant team.

Task 4 (On Site meeting #3): Two meetings on the same day that will include one facilitated open house for the public and a presentation to the Common Council.
- Pre-meeting with City Staff
  - Open House
    - Provide presentation on background, reasoning and design of streetscape.
    - Provide full review of each of the three renderings.
    - Gather public input for each of the three options
    - Gather public input regarding cost acceptability.
  - Common Council Meeting
    - 10-15 minute presentation that includes project background and review of three design alternatives.
  - Follow Up
    - City staff to set up a web based survey tool in order to gather public input on the three options.

Task 4 Deliverables:
- Facilitated public meeting. Evening meeting, date and site will be determined by the City.
  - Facilitated meeting to be conducted by Designer and Project Manager from Consultant team.
  - Presentation should include printed and visual displays and digital media (for example PowerPoint).
  - Provide DVD or flash drive containing a digital copy of all presentation materials.

Task 5 – Final Conceptual Design
- Review public suggestion/comments to incorporate into the best liked design.
- Follow up with Design Team to guide incorporation of public comments into design.
- Develop preferred conceptual design alternative.
- Include accompanying renderings and/or comparable images to illustrate design intent.
- City staff to provide final design to Board of Public Works and City Council for review and approval.

Task 5 Deliverables
- Color to-scale conceptual site plan with accompanying renderings and/or imagery as needed to illustrate design intent.
- Preliminary Line Item Cost Estimate.

Phase 3 – Design Development Documents

Task 6: Design Development Documents
- The Consultant will prepare design development drawings in order to refine the final conceptual design.
Task 6 Deliverables:

- Design Development Drawing set. The Consultant is responsible for ensuring the documents are in accordance with all applicable codes and regulatory requirements, including ADA accessibility guidelines and environmental regulations.
  - Utility Plans
  - Preliminary grading, include contours, critical spot elevations.
  - Hardscape Plan, including materials and installation methods
  - Landscape Plan, including locations and types of landscape material.
  - Site lighting and details, identify fixtures.
  - Irrigation plans and details, if needed.
  - Details for any unique site features.
  - Details for site furnishings.
- PDF/Drawing files of all final, City approved design plans, specification documents and details.
- 2 printed to-scale drawing sets.

F. Submittal requirements

1. Statement of Qualifications- Brief introduction of the Consultant organization. Summary of your understanding of the project and why your team is best suited to complete the scope of work.
2. Team biographies for all staff proposed to be included on the project.
3. Any proposed revisions to the Scope or Task List.
4. Several design examples, with accompanying construction costs, from similar projects.
5. A minimum of 3 client references.
6. Timeline for project completion. Fee schedule for all tasks as described in section E- Scope of Services.

G. Evaluation Criteria

1. Proposals will be evaluated based on overall approach, team experience and qualifications, budget, organizational structure, methodology, schedule and fit with the City of De Pere.
2. This project requires experience in the following areas. Preference will be given to Consultant teams who demonstrate mastery and comparable experience in:
   - Urban Design and Streetscape design.
   - Public participation and meeting facilitation.
   - Cost estimation.
   - Collaborative approach and methodology.
   - Cost. The final fee should be expressed as an hourly not to exceed.

H. Interview/Candidate Meeting

Interviews may be requested with finalist(s) allowing the City and consultant to get to know another and discuss project details. However, De Pere reserves the right to award a contract on the basis of proposals only.

I. Budget
Proposals should provide a work plan that best meets the above objectives and scope within a range of $25,000-$44,000 and should include all travel and incurred costs.

J. Consultant Contract

The City utilizes its own consultant contract when formalizing the consultant arrangement. A sample copy of that Consultant Agreement is attached.

K. Anticipated Project Schedule

September 20, 2017 RFP Distribution.

October 2, 2017 5PM Questions due via email to the City. Please send via email to bboyle@mail.de-pere.org

October 5, 2017 Responses to questions posted on the City Website (via the Community Development – Economic Development page).

October 30, 2017 4:00 PM Proposals due. Proposals delivered after this time will be rejected.

November 2017 Proposal Reviews and Consultant Interviews.

December 2017 Common Council Approval of Consultant and Contract.

January 2018 Project Commencement.

L. Proposal Submission Requirements

- Due to the City of De Pere no later than 4:00PM on October 30, 2017.
- 5 hard copies and a digital copy in PDF format (email file size no larger than 14 MB. USB flash drives or other file sharing hardware will only be returned upon request).
- Proposals should be sent to:
  City of De Pere – Economic Development & Planning Department
  Bill Boyle, PMP, GISP
  Project Manager
  335 South Broadway Street
  De Pere, WI 54115
  bboyle@mail.de-pere.org
- The City of De Pere is not responsible for any costs incurred by parties responding to this RFP.

M. Additional Resources

City of De Pere: https://www.de-pere.org/
De Pere Chamber: http://deperechamber.org/
Definitely De Pere: https://definitelydepere.org/
AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)

THIS AGREEMENT, made and entered into this ___ day of _____________, 2016,
by and between the City of De Pere, Wisconsin, (“City”), and __________________________
________________________________________ (“Consultant”).

WITNESSETH

WHEREAS, the City is in need of __________________________ (project description)
________________________________________; and

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

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.

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 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 including 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.  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, or create a risk of significant harm to the public.
VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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 $2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers’ liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant’s fee on the project, whichever is greater.

B. 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.

XII. 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.

XIII. 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 person and firms performing subcontract work.
XIV. 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.

XV. 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.

XVI. 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.

XVII. 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 Contractor make normal progress in the performance of the work impossible. The Consultant may request that the 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 by Contractor through no fault of Contractor. 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 XVIII.

XVIII. 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.

XIX. 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 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.

XX. 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)  

By: __________________________  By: __________________________
Name: __________________________

Michael J. Walsh, Mayor

(CITY OF DE PERE, WISCONSIN)

By: __________________________  By: __________________________
Name: __________________________

Shana D. Ledvina, Clerk-Treasurer