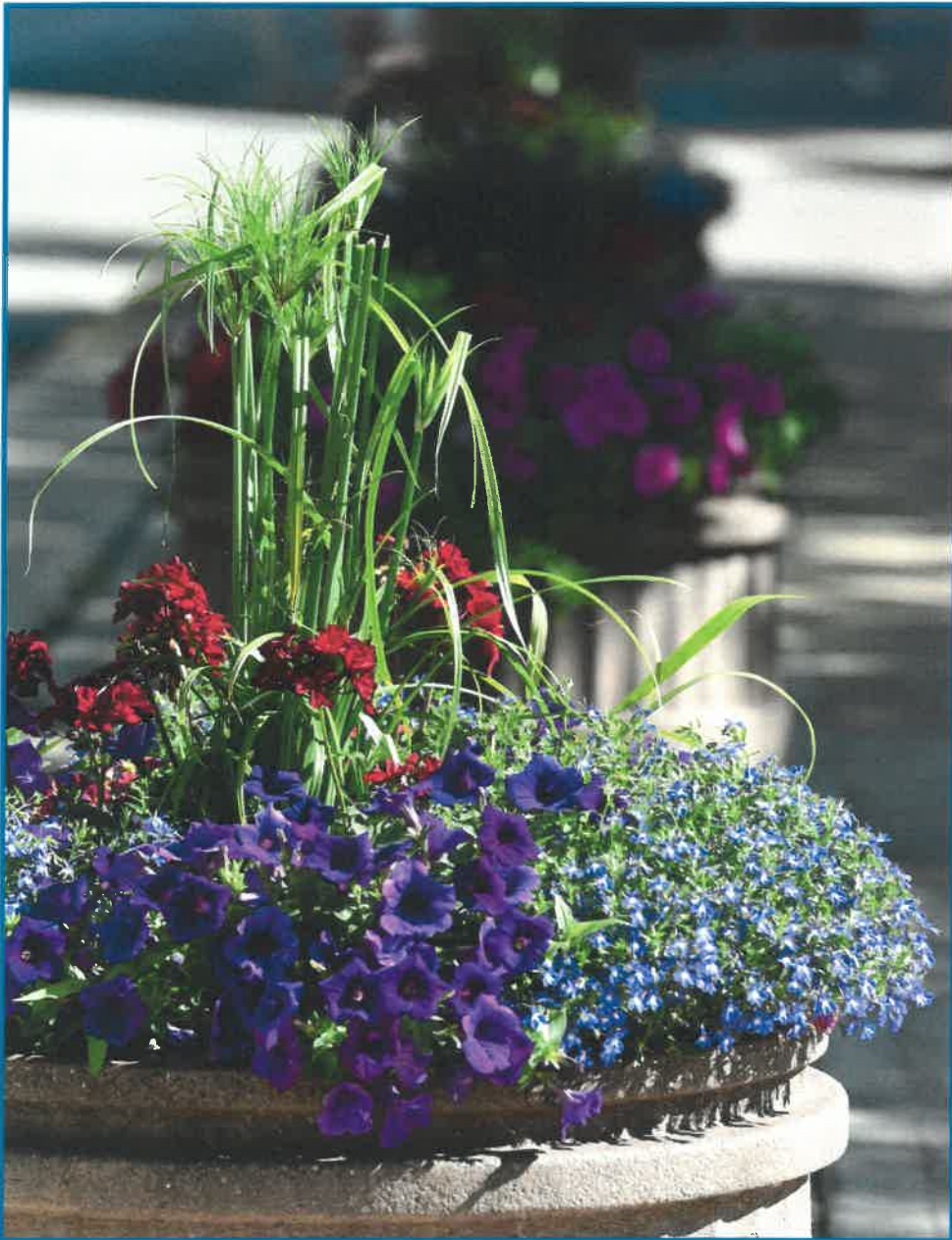


REQUEST FOR QUALIFICATIONS

DOWNTOWN DISTRICT PLACEMAKING



CITY OF FOND DU LAC

160 South Macy Street
PO Box 159
Fond du Lac, WI 54936-0150

Josh Musack, Purchasing Manager
jmusack@fdl.wii.gov
(920) 322-3453

INTRODUCTION

The City of Fond du Lac is issuing this Request for Qualifications (RFQ) inviting qualified consultants to apply to design and implement “Downtown District Placemaking” at several spots in Downtown Fond du Lac. The deadline to receive statements of qualifications is **2:00 p.m. on March 30, 2018**. Questions can be directed to Dyann Benson, Community Development Director at dbenson@fdl.wi.gov or (920) 322-3440.

Applicants may submit their RFQs electronically or by mail. Electronic submissions should be emailed to jmusack@fdl.wi.gov with the subject line “Downtown District Placemaking.” Hard copies should be mailed to:

Purchasing – Josh Musack
Attn: Downtown Placemaking Project
City of Fond du Lac
160 South Macy Street
P.O. Box 150
Fond du Lac, WI 54936-0150

The City Selection Team will review all submittals and make a recommendation to the City Manager. It is anticipated to award a contract with the selected firm by May 11, 2018.

WHAT IS PLACEMAKING

The Project for Public Spaces defines Placemaking as:

Placemaking inspires people to collectively reimagine and reinvent public spaces as the heart of every community. Strengthening the connection between people and the places they share, Placemaking refers to a collaborative process by which we can shape our public realm in order to maximize shared value. More than just promoting better urban design, Placemaking facilitates creative patterns of use, paying particular attention to the physical, cultural, and social identities that define a place and support its ongoing evolution.

PROJECT OVERVIEW

The City of Fond du Lac is seeking proposals from qualified consultants for placemaking services for the Downtown District (District). The attached map shows the boundaries of the District. The Consultant’s services are intended to help the City in their efforts to enhance the public spaces to foster further reinvestment in the District.

The Downtown District sits along North and South Main Street, with a small amount of commercial development spreading into the cross streets. The Downtown District is part of a Business Improvement District managed through the Downtown Fond du Lac Partnership. A map of the Downtown District for purposes of this RFQ is included for reference.

In 2016, the City of Fond du Lac engaged an ad hoc committee, Downtown Exploratory Committee (DEC) to examine the challenges faced by downtown Fond du Lac. Through a yearlong evaluation process, the DEC generated four (4) goals to improve the downtown.

The fourth goal, improve landscaping and streetscape amenities, is the focus of this RFQ. The DEC found that the District lacks visual appeal and that efforts should be made to improve the look and feel as a welcoming and aesthetically pleasing place to come and spend time. The third goal, invest in the Arts & Entertainment District, also ties in to the intent of the RFQ. The DEC felt it was important to create opportunities for underutilized public spaces.

The common theme amongst all of the DEC recommendations involves the feeling or sense of vibrancy in the downtown. Vibrancy can be defined not only as being full of life and energy, but also of color and sound. Through placemaking in public spaces, the community hopes to build vibrancy throughout the District.

Recent projects that have been completed or are underway in the District include: \$6 million expansion and renovation of Thelma Sadoff Center for the Arts; relocation of Marian University's School of Nursing to the former Nielsen Building at 30 S. Main Street; relocation of the Saturday Farmers Market to Main Street; opening of the rooftop deck at Fat Joe's Bar & Grill at 15 W. Division Street; pending \$24 million renovation of the Retlaw Hotel at 1 N. Main Street; pending relocation of the Fond du Lac Convention & Visitors Bureau, as well as Envision Greater Fond du Lac to Main Street in the redeveloped Retlaw Theater building, and pending renovation of Annie's Fountain City Café, winner of the Wisconsin Economic Development Corporation's Main Street Extreme Makeover Contest.

DISTRICT TOUR

All interested parties are strongly encouraged to attend a walking tour of the District area on **March 21, 2018 at 10:00 a.m.** *The tour will first meet in Room D of the City/County Building at 160 S. Macy Street.* The tour will identify public spaces and discuss history and demographics, as well as examine existing assets and amenities. Please RSVP by **March 19, 2018** to Dyann Benson, Community Development Director at dbenson@fdl.wi.gov or at (920) 322-3440.

ANTICIPATED SCOPE OF WORK

The Consultant will prepare the Downtown District Placemaking Plan with a development framework that will include a Built Environment/Urban Design/Streetscapes component and an Implementation Strategy component.

Over the years, various studies and plans—citywide as well as downtown specific—have examined the economic and cultural potential of the downtown area. Notable examples of such efforts include **Downtown Development Plan; Downtown Exploratory Committee Final Report; Downtown Fond du Lac Market Study & Plan; and Greater Fond du Lac Arts &**

Entertainment District Vision Plan. The selected consultant will be expected to draw, wherever possible, on the work that has already been done towards the broader goal of District Placemaking.

A) Development Plan

Downtown is one of the most architecturally rich and historically significant areas in the city. Many of the old historic structures have been brought back to life through investment by local property owners and through grant programs, such as the Building Improvement Grant. The Downtown District has the potential to be a leading entertainment destination with many restaurants and a growing number of events in the downtown.

The Development Plan component of Downtown District Placemaking is intended to build on the unique aspect of Main Street as both a historic center of commercial development, as well as an emerging destination for arts and entertainment. The plan will provide a framework for developing the built environment within this District that is appealing and visually consistent with the vision of the downtown. The components for this framework could include but not be limited to:

- Changes or improvement to the public realm that enhance identity.
 - Such improvements need to be durable, sustainable and resistant to graffiti and vandalism.
- Enhancements to the quality and experience as a destination for people.
- Use and development scenario for underutilized areas of the area.
- Address potential conflicts between users/time of day.

B) Implementation Strategy

A sound and actionable implementation strategy is key to successful outcomes of any planning process. As part of this project, the Consultant will be expected to consider available resources and challenges related to the recommended plan and provide a suggested implementation strategy. The strategy will outline specific implementation goals, guidelines and cost estimates for the recommended plan. The strategy will also be expected to consider:

- Appropriate phasing mechanism since all the components of the plan may not be implemented simultaneously.

TASKS AND DELIVERABLES

A) Development Plan

The Consultant will also prepare and deliver a Physical Development Plan for the District. The Plan would include improvements to the public realm to enhance, identify and experience as a people place, as well as provide a development scenario

for underutilized areas. This plan will become the exclusive property of the City of Fond du Lac to use at any time and for any purpose without any additional compensation beyond the work contract pursuant to this RFQ.

B) Implementation Strategy

The Consultant will also prepare and deliver a strategy that outlines implementation goals and guidelines and cost estimates for the recommended plan as detailed above.

REQUEST FOR QUALIFICATIONS SUBMISSION REQUIREMENTS

All interested applicants need to submit the following items when responding to the Request for Qualifications:

- A cover letter that should include:
 - What interests you about this project?
 - What themes/concepts might you explore?
 - Explanation of approach
- A resume outlining experience for each applicant.
- Three professional references.
- A portfolio of past projects.
- Project schedule.

In a ***SEPARATE sealed envelope***, interested applicants should submit the following:

- Compensation or fee structures.
- Materials budget.
- Time and materials with a “not to exceed” amount.
- Presentation of project vision at a community meeting (date to be determined).

A copy of the City's General Contract is included to provide an opportunity to review the terms prior to submittal.

EVALUATION AND SELECTION PROCESS:

The City of Fond du Lac will review the qualifications of the respondents and uniformly evaluate them. Under the terms of this RFQ, only organizations or individuals who are properly qualified to perform the work shall provide the services. Qualifications include:

1. Staff strength and similarity of past projects.
2. Program of work and overall approach to this project.

Interviews will be scheduled if necessary.

Issuance of this RFQ does not commit the City to award any contract, to pay any costs incurred in preparation and/or submission of a proposal, or to procure or contract for services or supplies. All proposals submitted shall become the property of the City of Fond du Lac. The City reserves the right to, at any time, cancel this RFQ, reject any or all responses to this RFQ, to modify scope of work, to re-advertise for new RFQ responses or to award a contract to any party it deems best. The project related timeline mentioned above is tentative and the City of Fond du Lac reserves the right to modify/delay the project timelines, in part or full, as and when it deems necessary.

PROJECT TIMELINE (SUBJECT TO CHANGE)

March 9, 2018 – Issuance of Request For Qualifications

March 21, 2018 – Walking Tour of Downtown District

March 30, 2018 – Deadline for RFQ Submittal

April 2-6, 2018 – Internal Review of RFQs

April 16-18, 2018 – Interview of RFQ Firms (IF NEEDED)

May 11, 2018 – Selection of Firm

August 2018 – Completion of Plan

BUDGET

A specific budget for this RFQ is not included here. However, the budgeted amount for this RFQ is modest and consultants should prepare project work and cost estimates for their proposals accordingly. Cost will be a factor in evaluating proposals received under this RFQ.

CONFLICT OF INTEREST STATEMENT

Artscape defines a conflict of interest as:

“A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence and also includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultant attempted to promote a private or personal interest that results in an interference with the objective exercise of their job responsibilities or gains any advantage by virtue to his/her position with Artscape. Conflicts of interest may be real, potential or perceived.”

Any RFQ applicants should disclose conflicts of interest, in writing, to the review committee who will consider the nature of the respondent’s responsibilities and the degree of potential or

apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest.

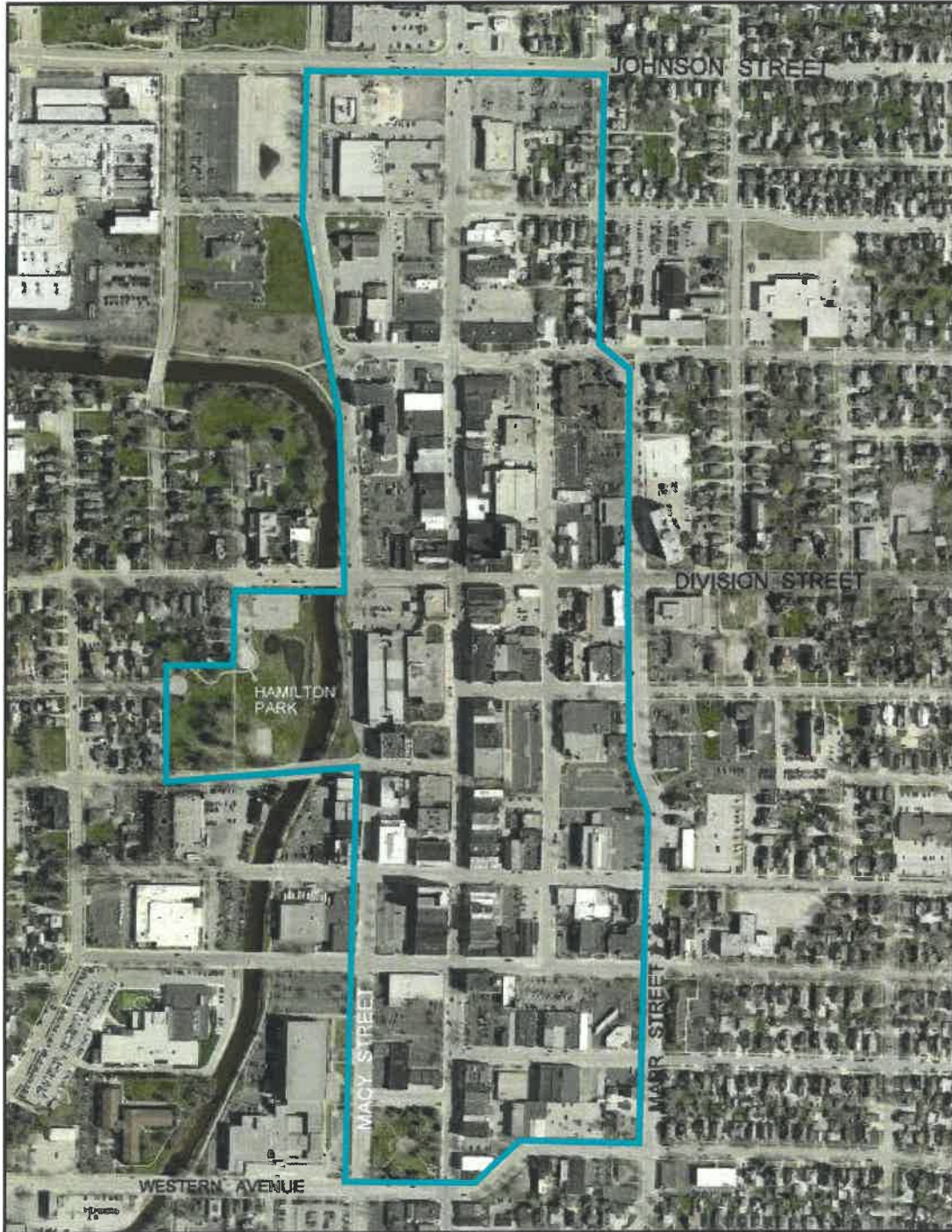
INSURANCE

The Consultant, once selected and prior to commencing any work, will be required to obtain all insurance required under this heading. A certificate of insurance shall accompany the signed Contract and shall be filed with the Risk Manager as proof of such insurance. All insurance premiums shall be the obligation of and shall be paid by the Consultant.

Insurance requirements under this heading and during the term of the Contract shall provide protection for the City, the Consultants, and any subcontractors performing work covered by this project from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be:

1. Workmen's Compensation Insurance as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
2. Automobile Liability Insurance: together with excess or umbrella coverage with minimum limits of \$2,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
3. Commercial General Liability coverage together with excess or umbrella liability with limits not less than:
 - a. General Aggregate - \$3,000,000
 - b. Products-Completed Operations Aggregate - \$3,000,000
 - c. Each Occurrence - \$3,000,000

DOWNTOWN DISTRICT



PROJECT NAME
CONTRACT

THIS AGREEMENT made and entered into this ___ day of _____, 201X by and between

_____ party of the first part, hereinafter called the "CONTRACTOR" and the CITY OF FOND DU LAC, WISCONSIN, a municipal corporation, party of the second part, hereinafter called the "OWNER".

WITNESSETH

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed, and shall provide and furnish labor, materials, tool, expendable equipment, and all utility and transportation services required to perform and compete in a workmanlike manner, all of the work required and contemplated by this Contract for the City of Fond du Lac's "PROJECT NAME" all in strict accordance with the Contract and Specifications, and Special Provisions, the same, together with the Contractor's Proposal and Bidding Schedule to be considered and made a part of this Contract.

ARTICLE II. INDEMNITY CLAUSE. The Contractor does hereby covenant and agree to indemnify and save harmless the Owner from all fines, suits, claims, demands, and actions of any kind and nature by reason of any and all of its operations hereunder, and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damage for any and all accidents or injuries to persons or property.

ARTICLE III. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions,

(\$ _____). The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract. The foregoing total sum shall be the basis for establishing the amount of Surety Performance Bond, and is not to be construed as the lump sum contract price.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT. This contract shall consist of the following component parts, all of which shall be considered as fully a part of this contract as if the same were set out verbatim, if not attached, as if attached hereto.

1. Special Provisions
2. Contract Specifications
3. Instructions to Bidders
4. Advertisement for Bids
5. Contractor's Proposal
6. This Instrument

The Contractor agrees to commence work under this Contract on a date to be specified in a written order from the Owner and does further agree to fully complete all work included in this Contract to a point of final acceptance by the Owner by DATE XXXX.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this Contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts the day and year first above written.

In Presence Of: _____
_____ FIRM NAME
_____ PRESIDENT OR CO-PARTNER
_____ SECRETARY OR PARTNER
_____ SOLE TRADER

In Presence Of: CITY OF FOND DU LAC, WISCONSIN
_____ CITY MANAGER
_____ CITY CLERK

Date: _____

Provisions have been made to pay the liability that will accrue under this contract.

_____ Date: _____
DIRECTOR OF ADMINISTRATION

Approved as to form:
_____ Date: _____
CITY ATTORNEY