



GRAND RIVER • GREAT CITY
La Crosse • Wisconsin

CITY PLAN COMMISSION



NOTICE OF INTENT
REQUEST FOR PROPOSALS

FOR THE

Preparation of a
Corridor Master Plan
for Hwy 53 from
I-90-Exit 3 to the La Crosse River

CITY OF LA CROSSE PLANNING DEPARTMENT
400 LA CROSSE STREET
LA CROSSE, WISCONSIN, 54601
(608)-789-7512
www.cityoflacrosse.org

All proposals must be received **no later than 5:00 p.m. Friday, April 8th, 2016**

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

BACKGROUND INFORMATION

Project Description:

The purpose of this request is to develop a comprehensive Hwy 53 Corridor Master Plan that will address transportation design of infrastructure, economic development opportunities, urban design, land use and redevelopment opportunities, environmental opportunities and constraints, historic preservation, and linkages to the adjacent neighborhoods for the Northside of La Crosse. Hwy 53 from I-90-Exit 3 is a primary gateway into the City of La Crosse and the development of a master plan has been a high priority for many years. This plan is intended to provide the framework necessary to plan for the land use, redevelopment, and transportation decisions of this corridor for the next 15-20 years. This corridor is also part of the Great River Road National Scenic Byway that runs from northern Minnesota to the Gulf of Mexico.

The City has previously prepared a Highway 53 Corridor Enhancement Plan in 1999-2000 that established streetscaping guidelines that were implemented during the reconstruction of portions of STH 53 by WisDOT. Portions of this plan were implemented but needs to be updated and incorporated into an overall master plan. The 2004 City of La Crosse Economic Development Strategic Plan calls for the development of an “Area Plan” for the Rose Street Corridor from Interstate 90 to downtown La Crosse. An objective on the 2014 Economic Development Commission’s Action Plan was to coordinate multi-jurisdictional gateway efforts for prime entrance corridors to the City including I90& Hwy 53/35.

The City of La Crosse Planning and Development Department will serve as staff for The Hwy 53 Corridor Master Plan Steering Committee and is assisting them with this Request for Proposals (RFP).

Potential Partners/Audience:

City of La Crosse Common Council and Departments, Board of Park Commissioners, City Plan Commission, Redevelopment Authority, Wisconsin DOT, Wisconsin DNR, Joint City/County Board of Harbor Commissioners, Lower Northside and Depot Neighbors Neighborhood Association, Logan Northside Neighborhood Association, Economic Development Commission, Neighborhood Revitalization Commission, Wisconsin Great River Road Committee, North La Crosse Business Association (NLBA), area developers, businesses and industries within and adjacent to the project boundary, and the general public.

ACKNOWLEDGEMENT OF FEDERAL ASSISTANCE

This project is being financed, in part with Federal Funds from the Community Development Block Grant Program. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of age, race, color, national origin or handicap in its federally-assisted programs. If you believe you have been discriminated against in any program, activity or facilities as described above, or if you desire further information, please write to:

Office for Equal Opportunity
U.S. Dept. of the Interior

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

P.O. Box 37127
Washington, D.C. 20013-71127

RFP SCHEDULE

April 8, 2016	All proposals due at 5:00 p.m., local time, at the office of the City of La Crosse Planning and Development Department.
April 11-15	Staff Review – Apply Selection Criteria Matrix (attached) to Proposals (to determine if proposals meet minimum criteria)
April 11-15	Hwy 53 Master Plan Steering Committee Scores one proposal from each firm and selects up to three finalists for Consultant Interviews
April 18-22	Consultant Interviews and announcement of selection of firm by Steering Committee
April 25 - May 5	Consultant Drafts 3-party Contract
May 6	Contract introduced to the Common Council for action in June Common Council Cycle.
June 9	City Council approval of consultant and contract
June 15	Mayor’s Veto Period Ends and contract begins
June 20	Project Starts
March 31, 2017	Consultant Completes Work Effort
May 2017	Council Adoption of Bicycle & Pedestrian Master Plan
May 31, 2017	Contract Completion – Consultant Evaluation

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

INQUIRIES AND RESPONSE SUBMISSIONS

All inquiries, nine (9) hard copies, and 1 electronic copy, of the proposal including a detailed scope of services, and a detailed element by element itemized budget, shall be directed to:

Tim Acklin, AICP
Senior Planner
City of La Crosse Planning and Development Department
400 La Crosse Street
La Crosse, Wisconsin 54601
Telephone (608) 789-7391
acklint@cityoflacrosse.org

All proposals must be received **no later than 5:00 p.m. Friday, April 8th, 2016**. The electronic submission is acceptable (acklint@cityoflacrosse.org) by April 8th at 5:00 p.m. followed by 9 hard copies. No amendments to proposals will be accepted after this time. The City of La Crosse reserves the right to accept or reject any or all proposals. The City of La Crosse is not liable for any costs incurred in replying to this RFP.

INTRODUCTION

The objective of this request is to solicit broad public participation in the preparation of a Corridor Master Plan for Hwy 53/Rose St/Copeland Ave from I-90-Exit 3 to the La Crosse River. A map of the planning area is included as Attachment A. The plan shall include a detailed strategic implementation program that lists specific prioritized actions. The Plan will consist of background data, specific Policies (Goals, Measurable Objectives, and Implementable Policies), Projects, and Programs. The implementation section of the Plan will contain a detailed, 5-10year, prioritized work plan. The resultant plan must be feasible and one that is marketable to developers as well as serves the long-term interests of the City of La Crosse and its residents. Community consensus prior to soliciting developer proposals is seen as the most efficient way to match community interests with developer interests.

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

Section I: *Qualifications*

Vendors shall prepare and submit a proposal in the following order:

- A. Letter of Interest** (not to exceed two pages)
- B. Table of Contents**
- C. Company Background**
 - 1) Type of Organization:
 - a. Corporation proposing as a single entity for all services
 - b. Corporation proposing as prime entity for all services with sub-consultant(s)
 - c. Joint Venture
 - d. Partnership
 - e. Other
 - 2) Provide the length of time that the company has been in business and ownership history of prime and its sub-consultant(s) or joint venture partner(s). (If prime entity is a wholly-owned subsidiary of another corporation, please provide details)
 - 3) Provide the location of the principal office that will be responsible for implementing this contract
 - 4) Provide the location of other offices from which resources may be drawn
 - 5) Size, resources, and capabilities of responding entity:
 - a. Organizational structure of business entity for this project:
 - i. Partners
 - ii. Associates
 - iii. Consultants
 - iv. Subcontractors
 - v. Other participant(s) and title(s)
 - vi. Organizational hierarchy
 - b. Services and professional disciplines provided in-house by prime responding entity
 - 6) Specialized Experience and Qualifications:
 - a. The lead consultant team shall have demonstrated expertise with Corridor Master Plans for municipal city government clients. The Lead Consultant Firm as well as the Project Manager must provide at least five examples of corridor master plans, or related planning activities, preferably within an urban context. The Hwy 53 Master Plan Steering Committee reserves the right to determine what planning activities will be considered as adequate examples of past experience.

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

- b. Organization and Key Personnel
 - i. Identify primary contact (project manager) and any key personnel/staff and provide their experience, responsibilities, and qualifications. One page resumes of the proposed project team preferred.
 - ii. Names of Staff with the following experience:
 - Licensed Architect
 - Registered Landscape Architect
 - Urban Designer
 - Urban Planner, AICP
 - Professional Engineer (P.E.)
 - Floodplain Expertise
 - Real Estate Economist
 - NCI Charrette System™
 - LEED® for Neighborhood Development™ Professional
 - (The sponsor will augment staff with Planners, Engineers, and facility planning personnel.)

- 7) Reference information and project details from at least three entities that have been provided similar services in the past 5 years and are preferably similar in size:
 - a. Client name
 - b. Contact name and title
 - c. Address and phone number

- 8) Consultants shall describe their approach to the project and how they will provide deliverables based on Section II.
 - a. A description of the consultants understanding and approach to the project, including projected timeline showing milestone dates and anticipated project deliverables.
 - b. Description of the type and level of support the consultant will require/expect from the project sponsor—such as staff support, provision of meeting/studio space, materials, meals, etc.
 - c.

- 9) Consultant shall indicate the anticipated expenditures outlined in Section VI.

Section II: *Scope of Services*

Vendors shall describe their approach to provide the deliverables as described herein, including, but not limited to:

- A. Project Assessment and Organization Tasks** (To be conducted with the participation and approval of the sponsor planning staff.)
 - 1) *Project Management Team Meeting and Site Tour:* Conduct an initial Project Management Team Meeting including a site tour to create a shared understanding of the project purpose, process and schedule between the project sponsor and team members, including the Hwy 53 Master Plan Steering Committee and Planning Department and Development staff. Conduct an Initial Stakeholder Analysis by identifying key stakeholders, their issues, levels of involvement and strategies for

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

outreach. Create a planning products list, consisting of drawings, studies and documents that describe a feasible plan that must be completed by the end of the process. This includes but is not limited to: preliminary analysis briefing materials, copies of all public presentations, implementation plans, and ordinances.

- 2) *Project Process Roadmap*: Prepare a guiding document for the project management team that lists the project phases, schedule of events/activities, and products on a timeline and assigns roles and responsibilities for each task. The preferred format for this plan is a Gantt chart.

B. Information Collection Phase

- 1) *Base Data Research and Gathering*: The project sponsor will provide all relevant existing related community-planning reports, plans, and studies from local planning agencies and community advocacy groups for the consultant's review. Coordination responsibilities of City staff will include:
- a. Developing and mailing meeting notices
 - b. Arranging meeting locations, materials, postage and notices
 - c. Advertising
 - d. Documenting meetings through minutes/notes
 - e. Creation of Webpage on City Website with information provided by the project team
 - f. Aerial Photographs
 - g. A list of relevant contacts
 - h. Existing plans and documents
- 2) Review and incorporation of existing plans including, but not limited to,:
- a. "Confluence: the City of La Crosse Comprehensive Plan"
 - b. Riverside Redevelopment Project Plan
 - c. Various TIF District Project Plans
 - d. First Impressions Study by UW Extension
 - e. Park and Open Space plans for the City
 - f. County/City Strategic Plan for Sustainability
 - g. 5-Year City of La Crosse Park and Recreation Strategic Plan
 - h. The City Vision 2020 Master Plan of the City of La Crosse
 - i. La Crosse Highway 53 Corridor Enhancement Plan
 - j. Wisconsin DOT Highway Corridor Plans/PEL Process
 - k. Port and Waterfront Plan
 - l. Economic Development Strategic Plan
 - m. Riverside North Master Plan
 - n. La Crosse Bicycle and Pedestrian Master Plan
 - o. La Crosse Area Planning Commission Regional Plans
 - p. Great River Road Plan
 - q. City of La Crosse Transportation Vision
 - r. Any applicable DNR Plans
 - s. City/County Housing Task Force Report

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

C. Public Involvement Phase

- 1) *Stakeholder Research, Education and Involvement Tasks* (As dictated by the Initial Stakeholder Analysis).
 - a. *Stakeholder Identification and Analysis:* Prepare a public input program document that indicates the primary (for example, local officials and landowners), secondary (community groups, schools, churches), and general stakeholders (community members), their issues and positions and a recommended outreach and engagement strategy designed to solicit their continued input and participation in the process. Stakeholders should, at a minimum, include:
 - i. Redevelopment Authority
 - ii. Common Council
 - iii. City Plan Commission
 - iv. Joint Board of Harbor Commissioners
 - v. North La Crosse residents
 - vi. North La Crosse Business Association
 - vii. Highway 53/35 Corridor Interests
 - viii. Board of Park Commissioners
 - ix. Adjacent property owners
 - x. General public
 - xi. La Crosse Area Convention & Visitors Bureau
 - xii. La Crosse Area Planning Committee
 - xiii. City & County Staff
 - xiv. Wisconsin DNR, DOT
 - xv. Wisconsin Great River Road Commission
 - xvi. City Park & Recreation Department

It is anticipated that multiple meetings/focus groups and field work may be held during a single consultant visit. Meetings will be coordinated by the City Staff, but they will be facilitated by the consultant team.

- b. *Stakeholder Outreach and Engagement:* Describe the plan for facilitating community engagement per the Stakeholder Identification and Analysis at three levels:
 - i. The large public gathering, such as a lecture or facilitated workshop.
 - ii. The group meeting, such as a neighborhood organization steering committee or Chamber of Commerce meeting.
 - iii. The individual or small group meeting, which consists of one to five people, such as elected officials, business and property owners or other key stakeholders.

The plan should describe a methodology for generating proportional demographic community representation.

- c. *Project Objective and Measures:* Create a set of quantifiable objectives and measures based on stakeholder interviews, governing policies and standards, project goals and economic, engineering, and environmental constraints. These

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

measures are to be revised as new information arises and will guide the design decision-making process.

- d. *Public Outreach and Engagement:* Conduct a public kick-off meeting early in the project process. The meeting purpose is to inform the community, beyond local officials and the press, about the project purpose, process, and their options for involvement as well as to elicit information and vision elements from the community. Assist with media communications and publicity. For example, establish and maintain an informational website prior to and throughout the charrette process.
- e. There will be a total of three public workshop/informational meetings, plus two meetings with elected officials and five meetings with the Plan Steering Committee. The local staff will be present at City meetings as part of the adoption process. The consultant will document the meetings through minutes/notes. Stakeholder Meetings will be held in conjunction with the consultant visits. All consultant visits will include field work and project meetings so as to maximize the benefits of the consultant visits. The planning document will include a summary of public input and details of how the plan was changed to reflect public comment, or if the document was not changed, provide supportive reasoning (included in plan document as an Appendix).
 - i. *Stakeholder Meetings:* Conduct pre-public meeting briefings with stakeholders identified per the Stakeholder Identification and Analysis. The purpose of these meetings is to prepare the stakeholders for the public meeting and to elicit any important last minute information.
 - ii. *Public Meeting #1.* Conduct a public meeting in order to establish a community understanding of the project purpose, process, roles and opportunities for community involvement, and elicit public input on such topics as community values, existing physical conditions and future vision. (Actual topics to be determined by the consultant and planning staff based on earlier analysis.)
 - iii. *Public Meeting #2.* Conduct a public meeting to visually present the alternative concepts and to facilitate a dialogue among all of the relevant viewpoints represented. Three-dimensional renderings are to be used in addition to plan drawings and statistical documents in all meetings. Gather the information necessary to narrow the alternative concepts into a preferred plan.
 - iv. *Public Meeting #3.* Conduct an open house or public meeting to present the preferred plan and solicit community feedback.
 - v. Consultant may suggest equivalent formats and sequence based on past successful project delivery experience.

D. Plan Document Preparation Phase/Outcomes/Implementation

- 1) *Produce a City of La Crosse Hwy 53 Corridor Master Plan:*
 - a. Provide a Corridor Master Plan as outlined in the proposed table of contents found in Attachment B. Finalize revisions to the final planning documents per the final feasibility studies and the input from the all of the public meetings and stakeholder interviews. Produce a report that concisely describes the project, the

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

process, and the plan. The report should cover the entire project process, highlighting stakeholder involvement and decision-making processes. The documents should be capable of educating those who did not participate in the process previously.

- b. Provide a Master Plan suitable of being adopted by the Common Council.
 - c. Provide a specific list of prioritized (based on TBD criteria) capital improvements (including cost estimates) needed to implement the proposed plan.
 - d. Prepare an Implementation Chapter within the Plan that includes a 5-10year action plan with prioritized actions, strategies, policies, programs, projects and suggested ordinance changes. The plan will contain measurable objectives. The Implementation Plan will include educational and promotional components that will complement the recommended physical improvements.
 - e. Include graphics, sketches, drawings, aerials and maps depicting the proposed plan. The inclusion of powerful, visually simulated graphics of the corridor post improvements and redevelopment is highly encouraged. The consultant shall prepare and submit one (1) camera-ready copies of the FINAL PLAN document to the City of La Crosse Planning Department. All submissions shall become property of the City of La Crosse. All documents and exhibits shall also be provided in electronic form - Microsoft Word, Excel, and Publisher or "In Design" compatible. The City of La Crosse will reproduce the draft and final copies in sufficient amounts for meetings and hearings using the camera-ready copies or electronic files.
- 2) *Enabling Documents:* (To be conducted with the participation and approval of the relevant planning staff.) Provide all enabling documents necessary to incorporate the final plan into the jurisdiction's regulatory framework. Provide preliminary and final drafts for staff review including any proposed Comprehensive Plan Amendments, form based code/development standards for overlay zoning district or PDD District, any proposed ordinance changes or revisions, or any proposed project Tax Increment Finance District creation or amendments.
- 3) *Timeline:* The consultant shall provide an estimated timeline showing milestone dates corresponding to expectations in Section II. The project completion date is May 31, 2017.

Section III: *Contract Terms and Conditions*

The City of La Crosse shall incorporate Standard Contract Terms and Conditions found in Attachment C:

Section VI: *Cost*

Indicate the anticipated expenditures **by task and by personnel in a spreadsheet** (included with this RFP) appropriate to a fixed-fee contract by the following categories:

A. Cost Categories

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

- 1) Labor Costs
 - a. By individual (name)
 - b. List estimated hours by task
 - c. Hourly rate and total cost

 - 2) Overhead: Show as a percentage of labor costs

 - 3) Other Direct Cost Itemizations that may include, but are not limited to:
 - a. Transportation
 - b. Lodging and meal per diem
 - c. Printing
 - d. Communication

 - 4) General Administrative Costs: Indicate base used and basis therefore, percentage and total.
 - a. Total estimated cost of work including contingencies and clearly defined expectation of City staff involvement.
- B.** The consultant shall provide time for project scheduling, staffing, coordination, billing, progress reports, etc., necessary for the consultant to expedite the project.
- 1) Final contract will determine payment procedure.
- C.** The contract entered into as a result of this RFP shall be limited to a ceiling cost-plus-fixed fee contract, to be mutually agreed upon between the consultant and the Redevelopment Authority.
- D.** The consultant shall indicate the timeframe of invoices at monthly, quarterly, or specific milestones. The invoice sequence shall be mutually agreed upon between the consultant and the Hwy 53 Corridor Master Plan Steering Committee.

Section VII: Selection Process

- A.** All proposals received in response to this RFP will be subject to an evaluation by the Hwy 53 Master Plan Ad Hoc Steering Committee.

 - B.** A limited number of firms (maximum of three) will be invited to interview in person and give a presentation of their proposal to the Committee, followed by a brief question and answer session.

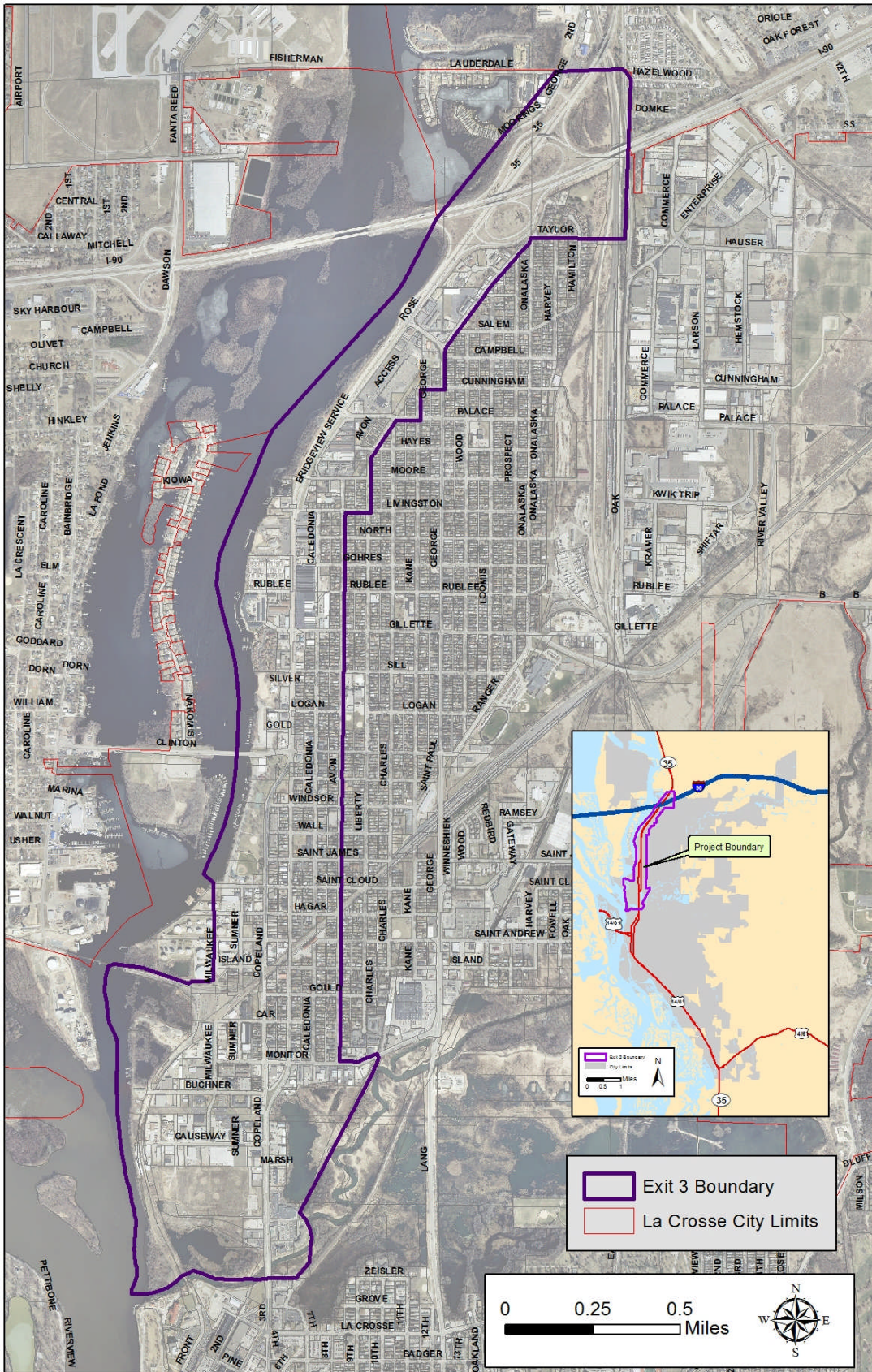
 - C.** A recommendation shall be forwarded to the City of La Crosse Common Council.

 - D.** Evaluation Criteria for Submitted RFPs: **100 points possible**
 - 1) Quality of Proposal..... **15**
-

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

- a. Completeness and thoroughness in addressing the scope
 - b. Understanding of project goals
 - c. Responsiveness to terms and conditions
- 2) Consultant’s Approach to the Project’s Scope **15**
- a. Approach to the study analysis
 - b. Quality and quantity of services to be performed
- 3) Organization, Personnel, and Experience **45**
- a. Qualifications of personnel
 - b. Specific experience of firm in Corridor Master Planning or strongly related planning activities. (firm must have documented experience in previously completing corridor master plans or related planning activities.)
 - c. Experience of individual team members in Corridor Master Planning and implementation
 - d. An interdisciplinary team of bona-fide personnel as outlined in Section I
 - e. Master Plan, or related planning activities, preparation
- 4) Review and scoring of one previously adopted Corridor Master Plan or related planning activity **10**
- 5) Ability to deliver an exceptional public participation experience and compelling visuals **5**
- 6) Adherence to Federal Rules and Requirements per Section III **10**

City of La Crosse Corridor Master Plan NOTICE OF INTENT - REQUEST FOR PROPOSALS Attachment A



**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

Attachment B

**Proposed Table of Contents
(May be revised/amended)**

- I Introduction
 - 1) Vision Statement
 - 2) Purpose
 - 3) Planning Process, including comprehensive public participation process
 - 4) Study area and regional context

 - II Context
 - 1) Historic Context
 - 2) Previous/Existing Plans and Studies.

 - III Land Use- (Physical Conditions)
 - 1) Overview
 - a. Environmental Constraints
 - b. Land Use Inventory
 - c. Property Value Analysis
 - d. Photos
 - 2) Industrial Zones
 - 3) Commercial Zones
 - 4) Residential Zones

 - IV Zoning & Urban Design
 - 1) Zoning Overview
 - 2) Streetscaping Standards
 - 3) Form Based Code (Design Standards)
 - 4) Sign Standards
 - 5) Other Code Requirements

 - V Transportation
 - 1) Transportation System Overview
 - a. Traffic Counts
 - 2) Transportation Issues and Challenges

 - VI Market Assessment
 - 1) -Market Overview
 - 2) -Industrial Overview
 - 3) -Residential/Housing Overview
 - 4) -Commercial, Retail, and Retail Service Businesses
 - 5) -Current Conditions and Barriers to growth

 - VII Issues and Opportunities
 - 1) Summary
-

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

- VIII Corridor Plan
 - 1) Plan Framework and Strategies
 - a. Proposed Land Use
 - b. Proposed Zoning
 - 2) Market Analysis: Analyze market trends for commercial development along corridor as well as identify effective business development strategies. Economic development opportunities.
 - 3) Corridor Transportation
 - 4) Corridor Urban Design
 - a. Pulse Node Concept
 - 5) Corridor Section Drawings
 - a. Enhancement Opportunities
 - b. Corridor Redevelopment Opportunities
 - c. Landlord Investment Improvements/strategies
 - 6) Implementation Strategies

- VIII Other Components/Concepts
 - 1) Sustainability
 - 2) Floodplain Relief strategies
 - 3) Historic Preservation
 - 4) Gateway Experience
 - a. First Impressions
 - b. Tourism
 - c. Great River Road
 - d. Sustainable Streetscape
 - e. BID Districts

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

Attachment C

Standard Contract Terms and Conditions

1. **DEFINITIONS.** In this section “Contracting Party” shall mean any party that is entering into this Agreement with the City of La Crosse. “La Crosse” shall mean the City of La Crosse. These definitions shall apply only to this section titled “Standard Terms and Conditions” and shall not replace, modify or supersede any definitions used in other sections of this Agreement.
2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.
5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.
6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party’s direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party’s staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.
7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.
8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this

City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS

Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.

9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.

11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, La Crosse shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or

City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS

incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Contracting Party shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This

City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS

Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk	Copy to: Attn. City Attorney
	City of La Crosse	City of La Crosse
	400 La Crosse Street	400 La Crosse Street
	La Crosse, WI 54601	La Crosse, WI 54601

Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. INCORPORATION OF PROCEEDINGS AND EXHIBITS. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming

City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS

such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

38. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

39. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

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

43. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

44. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

45. **ANTI-LOBBYING.** (24 CFR 91.225). No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.

46. **AFFIRMATIVE MARKETING AND MINORITY/WOMEN OUTREACH** (24 CFR 92.351) The Contracting Party shall use its best efforts to obtain the participation of services, supplies, and other purchases from minority and women-owned businesses. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

47. **FEDERAL REGULATORY COMPLIANCE.** The Contracting Party shall at all times observe and comply with HOME Investment Partnership Program (24 CFR Part 92) and Community Development Block Grant (24 CFR Part 570) and all applicable laws, ordinances or regulations of the federal, state, county, and local governments, which may in any manner affect the performance of this Contract, and the Contracting Party shall perform all acts with responsibility to the CITY in the same manner as the CITY is required to perform all acts with responsibility to the federal government. The Contracting Party shall comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME and CDBG funds in accordance with the ACT and the policies of the CITY as applicable to the HOME Program.

**City of La Crosse Corridor Master Plan
NOTICE OF INTENT - REQUEST FOR PROPOSALS**

Scoring Matrix for Interviews

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Available Points
Quality of Proposal				15
Consultant's Approach to Project's Scope				15
Organization, Personnel, and Experience				45
Review and Score One Adopted Corridor Master Plan or related planning activity from Each Firm				10
Ability to deliver an exceptional public participation experience and compelling visuals				5
Adherence to Federal Rules and Requirements				10
TOTALS:				100