

CITY OF CUDAHY, WISCONSIN



REQUEST FOR PROPOSALS

CITY OF CUDAHY DESIGN GUIDELINES

2009

**CITY OF CUDAHY
DEPARTMENT OF ECONOMIC DEVELOPMENT
5050 South Lake Drive
Cudahy, WI 53110
CITY OF CUDAHY DEPARTMENT OF ECONOMIC DEVELOPMENT
CUDAHY, WISCONSIN**

REQUEST FOR PROPOSAL DESIGN GUIDELINES

Sealed proposals addressed to the
City of Cudahy Department of Economic Development for

CITY OF CUDAHY DESIGN GUIDELINES 2009

will be received at the Department of Economic Development, 5050 South Lake Drive, Cudahy, Wisconsin 53110, until **3:00 P.M., TUESDAY, March 31, 2009.**

AWARD

Award will be made to the qualified offeror obtaining the highest weighted score combining the fee and creative and technical qualifications as noted within this document.

PROJECT DESCRIPTION

The Department of Economic Development (DED) is seeking professional consulting services to undertake the preparation of Design Guidelines for the City of Cudahy.

BID DOCUMENTS

Offerors may obtain a copy of the Request for Proposal bid package online at www.cudahy4business.com, between the hours of 8:00 A.M. and 5:00 P.M. at the DED office located at 5050 South Lake Drive, Cudahy, Wisconsin 53110 or by calling (414) 769-2275 and requesting the City of Cudahy Design Guidelines RFP. There is no charge for the document.

PRE-BID CONFERENCE

A pre-bid conference will be held on Monday, March 16, 2009 at 1:00 P.M. The meeting will be held at City Hall, in Conference Room A, 5050 South Lake Drive, Cudahy, Wisconsin 53110. Call (414) 769-2215 for directions. Consultants are asked to bring questions to this meeting.

INSURANCE REQUIREMENTS

Proof of insurance will be supplied to the Director of Economic Development prior to the start of work.

AGREEMENT

The successful offeror shall be required to complete a two party standard form of agreement.

NOTICE TO OFFERORS

THE CITY OF CUDAHY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN PART OR FULL AND TO WAIVE ANY TECHNICALITIES OR INFORMALITIES AS MAY BEST SERVE THE INTERESTS OF THE CITY.

CITY OF CUDAHY DESIGN GUIDELINES

Introduction

The City of Cudahy, Wisconsin seeks proposals from qualified firms for consulting services to produce an Illustrated Design Guidelines Manual. We are seeking future development for high design quality with respect of the character of the existing buildings within the community. In order to achieve this goal, the Illustrated Design Guidelines Manual shall reflect the overall goals of the community as stated within the 2009 Comprehensive Plan Update which can be viewed by following the link on the City's website at: <http://www.ci.cudahy.wi.us/>.

Some additional goals of the Illustrated Design Guidelines Manual are:

- Ensure that new development complements the established character of the existing districts and or neighborhoods.
- Improve the traffic flow and develop a plan to assure that there is adequate public parking available while keeping the character of the downtown pedestrian friendly.
- Develop ideas for opportunities to consolidate parcels, where appropriate; Enhance traditional downtown "main street" character.
- Improve the predictability of the review and approval process for residents, developers and staff.
- Maintain and enhance the community's character.

In the summer of 2009, the City anticipates adopting the 2009 Comprehensive Plan Update. This document emphasizes the need for better infill standards and overall higher quality design standards for the city. It also provides a long range vision for future development and redevelopment of the City and its future growth. This document presents a community vision that seeks to improve existing design, as well as consider the existing history.

The City has several distinct zoning districts each having their own challenges and opportunities. In order to ensure that future development projects satisfy the goals of the 2009 Comprehensive Plan Update, Cudahy seeks to establish an Illustrated Design Guideline Manual to help guide development within the city so as to be flexible, incorporative of many styles of design, compatible for the long-term, and with attention to providing appropriate traffic flow and parking, streetscaping, landscaping, etc., etc.. The manual should be respectful of previous development if/where applicable.

BACKGROUND INFORMATION

The City of Cudahy comprises approximately 35 blocks of varying sizes, and is comprised of commercial, industrial, governmental, cultural, business/office, institutional, entertainment and retail uses, and existing single family and multi-family dwellings, and new types of residential developments. Most buildings in the Downtown business district were constructed in the early to mid 20th century, with traditional building sizes and lots of that time period. Buildings not in this district vary in style, scale and use. Included in this are industrial buildings and a variety of retail and office buildings.

The City of Cudahy is a suburban city in Milwaukee County. Cudahy was incorporated in 1906 and is located in Milwaukee County. The City has an estimated population of 18,315, covers just over 4.8 square miles, and is located about 10 minutes south of the Downtown Milwaukee, situated between Mitchell International Airport on the west side and beautiful Lake Michigan on the east side. The city is accessible from major freeways and highways including I-94, and state highways Lake Parkway (794) and major county trunk highways with Layton Avenue on the north and College Avenue on the South and Lake Drive on the east.

The City is finalizing the 2020 Comprehensive Plan and is expecting it to be approved in the Summer of 2009. Within the plan, the City identified the distinct commercial districts and identified potential development opportunities that could be supported:

Downtown Lakeside Commons District:

Characterized by original historic commercial buildings with some long standard businesses and retailers, a new public library, new condominiums, and some recent updated streetscaping improvements. The Kenosha Racine Milwaukee commuter rail system is also being planned for this area.

Layton/Pennsylvania Gateway District:

Functions as the northwest gateway to the City. The Mitchell International Industrial Office Park along with Business and Retail uses can be found in this area.

South Packard Avenue Corridor:

Traditionally served as a commercial buffer area between the historic industrial core and the historic residential neighborhoods which was home to many of the employers of companies such as Patrick Cudahy, Ladish Company and Vilter Manufacturing. It is an out-dated commercial corridor.

Lakefront Corridor:

The area lies to the east of Lake Drive and consists primarily of some single residential homes, Sheridan Park, Warnimont Park and Golf Course, Institutional uses such as a church and Cudahy High School and governmental uses such as City Hall and the Police Department. There is interest from the Community to investigate the potential of a restaurant and or other forms of hospitality type services in this area.

South Pennsylvania Avenue Corridor:

Presently home to significant industrial development, the area has a number of vacant parcels and redevelopment sites. The vision for this area includes commercial businesses.

SCOPE OF SERVICES

Conduct an analysis of the existing building stock and physical characteristics of each zoning district identified within the areas of the City. Review all pertinent sections of the City comprehensive plan, zoning code and ordinances, applicable regulations, existing guidelines, other plans, appropriate maps and previous research. Develop a general design theme that over time will create a feeling of continuity and sense of place without imposing rigid regulatory requirements that limit the opportunity for individuality in façade appearance. The design guidelines should include a background on architectural character of the study areas, new construction guidelines, rehabilitation guidelines, guidelines for signage and wayfinding and awnings/canopies and guidelines for site improvements. Illustrations, sketches, renderings, and photographs should be included.

Components of the process should include, but not be limited to:

- A. Develop existing conditions report for each district;
- B. Conceptual renderings of a location in each district;
- C. Design Guidelines and Standards for development in all districts;
- D. Streetscapes/Amenities – street sections and public frontages; typicals for each district;
- E. Civic functions;
- F. Building disposition, configuration, function and density, materials;
- G. Site Plan and Parking standards and screening;
- H. Architectural standards; materials, etc.

- I. Environmental and landscape standards;
- J. Signage/Wayfinding: ambient and visibility standards;

PUBLIC INPUT PARTICIPATION PLAN

The City of Cudahy is committed to public outreach regarding business recruitment and retention and seeks to actively involve the public in this process in a number of ways. The Final Report as well as any other products of this exercise must reflect input from the citizens of the City of Cudahy, property owners, business tenants within the City and other valid stakeholders and city staff. The successful offeror will develop a public process that ensures a product fully reflective of all interested and, affected parties' interests.

The DED staff will provide guidance, technical support, equipment, meeting rooms, mailing lists, and other essential support regarding these community outreach and public process efforts.

CONSULTANT TEAM

The successful offeror will be a "team" which includes expertise in:

- Revitalization of urban centers
- Architectural experience
- Graphic design and writing skills
- Creativity and technical approach
- Proven success in soliciting and integrating public input in planning processes.

CONSULTANT SELECTION/PROJECT SCHEDULE

- | | |
|---|----------------|
| • RFP announcement sent and posted | March 11, 2009 |
| • Proposal submittal deadline 3:00 p.m. | March 31, 2009 |
| • Schedule interviews/presentations | May 11, 2009 |
| • Final selection and contract negotiations | May 15, 2009 |
| • Contract awarded/executed copies distributed | May 19, 2009 |
| • Issuance of Notice to Proceed | May 22, 2009 |
| • Final Design Guideline Manual Completion Date | July 31, 2009 |

Note: Interviews will be conducted as follows:

1. Presentation by Consultant (45 minutes)
2. Question and answers (15 minutes)

Work shall begin within ten (10) days following receipt of a Purchase Order by the Consultant and shall be completed within 250 calendar days. The contract terms maybe extended by the DED. The anticipated contract commencement date will be April 23, 2009.

PROPOSAL REQUIREMENTS

The offeror's responses to this RFP should include:

- Letter of Intent signed by a principal partner.
- Table of contents.
- Narrative of proposed project highlighting the strengths of the Consultants and how previous work may relate to the project.
- General Information about the Consultant.
- Role of the Consultant in working with DED and City staff.
- Approach and methodology, including how the Consultant will incorporate public involvement
- Consulting team description, including team leader and the role of each team member for the project.
- Statement of qualifications/resume for each Consultant team member, highlighting work on similar projects.
- Consultants approach to the overall tasks including any creative ideas or thoughts on how to structure the work to accomplish our desired goals and handle the proposed site visits and meetings.
- Representative work for similar projects.
- References - current list including contact information of similar projects.
- Cost breakdown - Break the scope of work into tasks and identify costs by task or phase.
- Illustrated Design Guidelines Manual should include: written guidelines, examples, colored renderings, drawings, and graphics not just black and white format.

REQUIREMENTS OF DESIGN GUIDELINES

The Illustrated Design Guidelines Manual shall clearly articulate the City's values and vision for redevelopment and use by the public, at the same time signaling the City's desire to work cooperatively with prospective developers to encourage innovative and well designed development plans. It is anticipated that the resulting Design Guidelines Manual will fulfill but are not limited to the following objectives such as but not limited to:

- Provide design guidelines and criteria for determining the compatibility, standards, and details for all the distinct zoning districts, gateway markers at arrival corridors, site plan designs, building facades, streetscaping, landscaping, signage and wayfinding, and parking and traffic flow.
- Provide an attractive, user-friendly publication, that is easy to use and understand for many stakeholders including developers, designers, property owners, residents, elected officials, volunteer committee members, city staff and the general public.

- Develop a document that is graphically illustrated in color, incorporating detailed text with graphics, drawings and renderings, photographs, plans and maps, and examples depicting and explaining the requirements and concepts detailed in the manual.
- Establish guidelines that support the implementation of the goals as set in the 2009 Comprehensive Plan Update.
- Set a framework for the manual that allows for easy additions, and to set standards for quality development and design in other areas of the community.

FINAL DESIGN GUIDELINES MANUAL PRODUCTS AND FORMAT

Upon completion of the design Guidelines the following work products should be submitted to the DED:

- A. Camera ready documents with all maps, photographs, renderings, and graphics.
- B. Include all technical specifications, layout, type, style and sizes, and cover design for printing including a mock up copy of the guidelines document.
- C. All materials should be provided in digital format on a compact disk. Hardcopy should be original in color.

The final Illustrated Design Guidelines Manual shall be produced in an appropriate format determined in consultation with the DED. All final documents and materials shall be provided in an appropriate digital format determined in consultation with the DED (including, but not limited to HTML, portable document file, and Microsoft Word) that allows for easy updating by DED and or city staff and for publication on the City's website.

The successful offeror will be required to copy the Final Report at the conclusion of the work, as well as provide fifty (50) copies of the document suitable for public distribution.

ROLES AND RESPONSIBILITIES

DED Role and Responsibilities

The DED will provide the successful offeror with general guidance and liaison services to other City Departments. The DED will assist the successful offeror by providing guidance, base maps, and background material.

The offeror should provide services for the following tasks:

Orientation

Conduct on-site orientation with all key consultant team members that will include meetings and tours by the DED and city staff in order to understand the existing context and desired goals of the project. The offeror will also receive various documents from the DED that are relevant to the project.

Orientation Summary Report

The offeror will provide a report to DED summarizing their findings following the site visits, document review, and any issues facing the City related to achieving quality and compatible infill development and redevelopment.

Alternatives Draft Presentation

The offeror will draft and present some initial concepts, in the form of alternatives, to provide compatibility and design guidelines for the districts. This will include both illustrative guidelines as well as showing a proposed format for layout of the manual. DED and offeror team will organize meetings with key groups and the public in order to have the offeror present and receive feedback on these parts of the manual. DED will review the feedback received with the offeror after these meetings.

Full Draft and Final Manual

Offeror will prepare a Full Draft manual and deliver to DED for review, comment, and revisions. A final series of community meetings will then be set by the Consultant and DED to present and receive feedback on the draft manual. DED will attempt to schedule these meetings to require no more than 2 site visits by the offeror.

Following a review with DED of the requested revisions, the Consultant will prepare a final completed version of the Illustrated Design Guidelines Manual. The final manual will include all text and graphics in final format. The Consultant will deliver the final manual, with both one camera-ready hard paper color copy, and one digital version.

DED Review

DED will review and comment on the Final Design Guidelines manual in an effort to ensure accuracy and adherence to the project scope and contract.

Final Approval

DED will coordinate final approval with the CDA and City Common Council.

REQUIRED MEETINGS

The offeror must provide for no less than three (3) presentations of the guidelines to the Common Council, CDA, Planning Commission and other groups deemed appropriate and a minimum of two (2) community forums necessary for community input.

EXCLUSION

As part of the contract, the offeror must warrant that it will not engage in providing consulting services to any private entity regarding the property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may rise, potentially jeopardizing the City's ultimate use of the funds provided by the offeror.

COMPENSATION

The work will be performed on a fixed fee, not to exceed price basis for a defined number of offeror site visits and meetings, with provisions for change orders, costs for additional site visits/meetings, etc. The details of deliverables, project timetable and specific payment schedule will be determined during final contract negotiations and will be based upon the offeror proposal and the completion of identified tasks, including staff review and consultant revisions.

The offeror will be paid monthly within 30 days upon submission of an acceptable and approved invoice.

EVALUATION CRITERIA OF PROPOSALS:

The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered, as well as the ability to complete the project within the desired time frame.

The City's Community Development Authority (CDA) and Architectural Design review Board will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

The selection criteria for evaluation of proposals include the following, weighted as shown:

A.	Responsiveness and understanding of project/ Completeness of proposal	40%
B.	Cost of services	30%
C.	Proven Experience/Qualifications/References	15%
D.	Creativity and technical approach/Public participation plan/Graphics and writing skills	15%

The CDA will evaluate the proposals and quotations from information at hand and will also ask questions of a clarifying nature from offerors as required. The ability

to meet the requirements for services is the prime consideration factor. Each CDA member will complete a proposal evaluation matrix form for each submission received. A composite rating is developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the CDA may conduct interviews with the top ranked firms, usually the top three. The CDA will afford those offerors whose proposals seem to be the most beneficial to the City of Cudahy an opportunity to make oral presentations in order to clarify their proposals.

The City of Cudahy reserves the right to reject any and all proposals and to accept the proposal the organization considers most advantageous.

Contact/Submittal Information

Interested firms should submit 10 copies of their submittal response as well as an electronic version of the proposal, including all attachments and exhibits by the aforementioned submittal deadline. Digital copies must be received by the same deadline and include all attachments and exhibits as well.

Please deliver submittals to:
Ms. Lara L. Fritts
Director of Economic Development
City of Cudahy
5050 South Lake Drive
Cudahy, Wisconsin 53110
414.769.2215
frittsl@ci.cudahy.wi.us

EXHIBIT A

TERMS AND CONDITIONS

1. City of Cudahy Department of Economic Development (DED) reserves the right to reject any or all proposals, to waive informalities in the process, provided the informalities do not affect the price, quality or performance, and to accept or reject any item or combination of items. The award will be made to the offeror whose proposal, in the opinion of the DED is the best taking into consideration all aspects of the offeror's responses, including total net cost to the DED. In the event that the offeror to whom the award is made does not execute a contract within 30 days from the award, the DED may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.

The proposal shall remain binding 90 calendar days after the date of opening.

2. Offerors shall thoroughly examine and be familiar with the DED's specifications. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

3. Modifications and alternate proposals for the services required may result in the rejection of the proposal as not being responsive to this Request for Proposals (RFP). Offerors should clearly respond to the requirements of the RFP. Any alternate proposals which are offered should be clearly indicated as such.

4. Technical questions should be addressed to: Ms. Lara Fritts, Director of Economic Development, (414) 769-2215

Contractual questions shall be referred to: Ms. Lara Fritts, Director of Economic Development, (414) 769-2215.

5. The Offeror will not discriminate against any employee or applicant for employment because of race, creed, color, sex, disability, marital status, ancestry, presence of children, sexual orientation, handicap, national origin or age (except as required by other applicable law). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, advertising, layoff or termination; rates of pay or other form of compensation; and selection for training including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

The Offeror will, in all advertisements or solicitation for employees, state that all qualified applicants will receive consideration for employment without regard to

race, creed, color, sex, disability, marital status, ancestry, presence of children, sexual orientation, handicap, national origin or age (except as required by other applicable laws). The Offeror agrees to use clauses similar to those above in all subcontracts.

In the event the Offeror fails to comply with nondiscrimination clauses of this contract, or fails to include such contract provisions in all subcontracts, as hereinabove provided, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Offeror may be declared ineligible for further contracts with the City of Cudahy.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the Mayor, who shall commence prompt investigation of the alleged violation with the City Attorney. Pursuant to such investigation, the Offeror will permit access to its books, records and accounts. In the event the Mayor and City Attorney conclude, on the basis of his investigation, that the Offeror has failed to comply with nondiscrimination clauses, he may invoke the remedies hereinabove set out.

6. In accordance with the DED financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Offeror may be required to furnish explicit statements, under oath, that the Mayor, and/or any other officer, agent, and/or employee of the City of Cudahy, and any member of the governing body of the City of Cudahy, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Common Council of the City of Cudahy has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the Board President or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Offeror will furnish to the Common Council of the City of Cudahy, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

7. The Offeror warrants that only an established commercial or selling agency maintained by the Offeror for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the DED shall have the right to terminate or suspend this contract without liability to the City of Cudahy.

8. No substitution of principal personnel included in the proposal may occur without written approval of the DED. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written

professional qualifications and experience for approval within ten working days prior to replacement.

9. No alterations or variables in the terms of a contract shall be valid or binding upon the City of Cudahy unless made in writing and signed by the Director of Economic Development or her authorized agent.

10. It is mutually understood and agreed that the Offeror shall not assign, transfer, convey, sublet or otherwise dispose of its contract, or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Director of Economic Development, but in no case shall such consent relieve the Offeror from its obligation, or change the terms of the contract.

11. The contract may be cancelled by the Director of Economic Development by written notice of default to the Offeror, upon non-performance or violation of contract terms, and an award made to another offeror. In such event, the defaulting Offeror shall be liable for costs to the City of Cudahy in the amount of the difference between the defaulting Offeror price and the next lowest price.

12. Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful offeror must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City of Cudahy.

The Offeror will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City of Cudahy based on any allegation that the items provided by the Offeror infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Offeror will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

13. All materials submitted in response to this RFP will become the property of the City of Cudahy.

14. The City of Cudahy agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence.

The Offeror agrees to hold all material and information belonging to the City of Cudahy or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information.

15. During the term of the final agreement, the successful Offeror shall not release any information related to the services of the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the DED.

16. The Offeror shall perform the final agreement as an independent contractor and shall not be considered an agent of the City of Cudahy nor shall any of the employees or agents of the Offeror be considered sub-agents of the City.

17. The Offeror shall submit invoices on a monthly basis, such statement to include a detailed breakdown of all charges for the period.

Individual offerors shall provide their social security number. Proprietorship, partnerships and corporations shall provide their federal employer identification number with their proposal.

18. Price Adjustments. Prices quoted are to be firm for twelve months after award of a contract. A request for price adjustment is subject to approval or rejection by the DED. A request for price adjustment from a Consultant will not be approved unless the Consultant submits to the DED sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve month period immediately prior to the date of the request.

EXHIBIT B

CITY OF CUDAHY DESIGN GUIDELINES
PROPOSAL EVALUATION MATRIX

Maximum Points: 100

FIRM : _____

	Maximum Points	Score
1. Responsiveness and understanding of project	20	_____
2. Completeness of proposal	20	_____
3. Cost of Services	30	_____
4. Proven Experience/Qualifications/References	15	_____
5. Creativity and technical approach/Public participation/Graphics and writing skills	15	_____
		TOTAL 100

General Comments/Clarifications/Questions

Name of Evaluator _____