



February 20, 2024

# VILLAGE OF WILLIAMS BAY

## Request For Proposal (RFP)

### Professional Services to Develop A Downtown Master Plan For Williams Bay

1. **Purpose:** The Village of Williams Bay, Wisconsin, (Village) is hereby soliciting consultant proposals for professional services to provide a Master Plan for downtown, lakefront and surrounding area. This request invites qualified consultants to submit proposals for accomplishments of the items of work described below under Preliminary Scope of Services. Proposals shall be prepared and submitted in accordance with the requirements described in this Request for Proposals (RFP). Once the firm is selected, a contract will be negotiated based on a mutually agreed upon scope of services.
2. **Project Description:** The study area is defined by the lakefront to the south, Harris Road to the east, Williams Street to the west and Stark Street to the north (as depicted on the enclosed boundary map). The Village budget for this project is up to \$20,000. The selected Consultant will develop a Downtown Master Plan that builds upon and compliments the Village's Comprehensive Plan with focus on public improvements, including parking, streetscape, park and lakefront. The Consultant will complete utilize the existing Streetscape Plan and Parking Census to evaluate traffic and pedestrian traffic flow and analyze the availability of existing parking, both private and public, and how that compares to the future demand projected for Downtown Williams Bay. The study will require the Consultant to work with Village Staff as well as the Village's Committees.
3. **Proposal Submission:** Responses to the RFP (electronic PDF) must be received by the Village of Williams Bay by March 22, 2024 no later than 4:00 PM. Send response to David Lothspeich, Village Administrator [admin@vi.williamsbay.wi.gov](mailto:admin@vi.williamsbay.wi.gov)

During the proposal evaluation, the Village reserves the right to request additional written information to assist in the evaluation of proposals.

Proposals and written responses to the Village's request for additional information shall be signed by the proposer (if an individual), by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

Upon receipt, the proposals shall become the property of the Village of Williams Bay for disposition or usage by the Village of Williams Bay at its discretion.

4. **Proposal Content:** To standardize responses and simplify the comparison and evaluation of responses, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the proposal under a single cover.
  - a. **Business Organization.** The full name and address of the firm's organization and the branch office that will perform the services described herein shall be stated. The Principal-in-Charge of the branch office shall be identified. A statement shall be included from the firm that to the best of its knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the Village of Williams Bay. A statement shall be included that the Insurance and Indemnification Requirements included as Attachment 1 have been read and understood; and will be accepted by the Consultant without modification upon entering into an agreement with the Village of Williams Bay.

- b. **Technical Approach and Scope of Work.** The responding firm shall state its understanding of the project as outlined in the Scope of Services. The approach in rendering the services required, including the use of sub-consultants, shall be detailed in a proposed Scope of Services.
  - c. **Related Technical Experience.** Descriptions of a minimum of two (2) and a maximum of five (5) projects of similar size and nature shall be submitted. The project description must contain the scope of services performed, location and reference (contact person).
  - d. **Project Staffing and Organization.** Qualifications of the project manager and personnel, including anticipated sub-consultants, with specialized skills shall be highlighted. A list of sub-consultants that will be used and the work they will perform. Resumes for all key personnel listed shall be included and show the following:
    - 1. Name, specialty, and job title
    - 2. Years of relevant experience with firm (and previous employers)
    - 3. Academic degree(s), discipline, and year degree(s) received.
    - 4. Professional registrations
    - 5. Office location where employed.
    - 6. A synopsis of experience, training or other qualities that reflect the individual's related experience and expected contribution to the project.
  - e. **Timely Completion of the Project.** Discuss the consultant's and anticipated sub-consultant's current workload and its ability to complete the project in a timely manner.
  - f. **Work Elements.** Provide a matrix of work elements that would be included, personnel classifications and hours you feel would be appropriate for the work requested. Provide a range of total estimated fees for the professional services requested, including sub-consultants.
  - g. **Additional Information.** Provide any additional information regarding your firm's experience and capabilities that you feel would be important to the success of the project.
5. **Scope of Services:** A proposed Scope of Services is included as Attachment 1. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as a part of the final professional services agreement, but is intended to provide general information to firms wishing to submit proposals. It is the intent of the Village to draw upon the expertise and experience of firms submitting proposals as to their recommendations as to exact tasks of work to accomplish Village goals. The Village will negotiate the detailed Scope of Services with the successful firm should the Village elect to proceed with the project.
6. **Insurance Requirements:** Attachment No. 2, Insurance and Indemnification Requirements, describes the minimum insurance the consultant must have in order to enter into a professional services contract with the Village of Williams Bay. All firms that submit proposals in response to this RFP will be required to accept and comply with Attachment No. 2, Insurance and Indemnification Requirements if selected. These requirements are not subject to negotiation.
7. **Form of Contract:** The Village of Williams Bay standard form of contract will be used for this professional services agreement. A copy of the standard form of contract will be provided upon request. The contents of this RFP, of a proposal submitted in response thereto, and of the Village's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the successful proposer and accepted by the Village, shall become part of the contractual obligation and shall be deemed incorporated by reference into the ensuing contract.
8. **Contact Person:** Any questions concerning the proposals should be directed in writing to David Lothspeich, Village Administrator. [admin@vi.williamsbay.wi.gov](mailto:admin@vi.williamsbay.wi.gov).

- 9. Proposer Questions, and Requests for Clarification or Interpretation:** After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who have questions regarding the RFP, or who object to any term, provision, or requirement of the RFP, or who desire clarification or interpretation of any term, provision, or requirement of the RFP, may submit such questions, objections, or requests for clarification or interpretation to the Contact Person named above no later than seven calendar days prior to the proposal due date. Such questions, objections, requests for clarification or interpretation shall be submitted in writing and shall clearly identify the individual or entity submitting same, including the name, address, telephone number, and e-mail address of such person or entity.
- 10. Village's Response to Proposer Questions, Objections, and Requests for Clarification or Interpretation**  
**Issuance of Addenda to RFP:** David Lothspeich, Village Engineering Supervisor, will respond in writing to all questions, objections, requests for clarification or interpretation presented to the Village as provided above or raised or presented at the pre-submittal conference as provided above. Only the Village's written responses shall be considered the Village's official response binding upon the Village. In addition to making a written response, the Village may issue addenda amending the RFP by changing, deleting, or adding terms, provisions, or requirements to the RFP. Written answers to all written inquiries will be sent to all firms that have been sent this RFP and posted on the Village website. In no case will verbal communications override written responses or requirements of this RFP.
- 11. Cost of Responding to this RFP:** The Village will not pay for any information requested in the RFP or any cost incurred in submitting proposals, responding to additional questions, or participating in the interview process.
- 12. Evaluation and Selection Process:** Proposals will be evaluated by a selection committee established by the Village using the Selection Criteria included in Attachment 3 to identify the firm or firms best qualified to meet the Village's needs on this project. The firms deemed best qualified by the selection committee will be invited for additional presentations and interviews. However, the Village reserves the right to request interviews of any, all, or none of the consultants.
- 13. Rejection of Proposals:** The Village reserves the right to reject any or all proposals in whole or in part and to waive irregularities in proposals received. All firms submitting proposals will receive a written response from the Village as to which firm the Village selected to proceed with contract negotiation and award for services related to this RFP.
- 14. Village Board of Evaluation and Selection Committee Recommendation as to Best Proposal – Opportunity for Input by the Public:** When the evaluation and selection committee's recommendation comes before the Village Board for consideration, the Village Board may request that the proposer whose proposal is recommended for selection appear before the Board to give a presentation or to answer questions regarding its proposal. Competing proposers will not be allowed to speak at that time unless a prior request has been made by such a proposer and permission to speak granted by the President, or unless a Village Board member requests that the competing proposer be allowed to speak and the Board consents to such request. Members of the public may likewise be allowed to speak regarding the selected proposal.
- 15.** The Village reserves the right to select another consultant to complete the Scope of Services if at any phase of project development the Village determines that the selected consultant is not performing work in accordance with executed Village agreements.
- 16. Award of Contract:** Award of contract, if any, will be to the consultant deemed best qualified by the Village, in accordance with the selection criteria, to perform the services outlined in this RFP.
- 17. Assignment of Contract Prohibited Unless Approved in Writing by the Village:** No contract awarded pursuant to RFP shall be assignable by the successful proposer without the written consent of the Village Board.

# ATTACHMENT I

## SCOPE OF SERVICES DOWNTOWN MASTER PLAN

### 1. Preliminary Scope of Services

A final scope of services will be developed by the Village and the respondent submitting the selected proposal (“The Consultant”) following selection. This document only presents a preliminary scope to generally communicate the Village’s expectations. All respondents will be held strictly to the service and capability representations made in this RFP process and the RFP will be referred to in the final contracting document.

#### **Process.**

The consultant team is anticipated to evaluate existing resources, analyze the marketplace, gather stakeholder input (a minimum three (3) public input sessions anticipated, one with stakeholders, one with Plan Commission and one with Village Board), prepare and present alternative concepts, refine the preferred alternative, prepare an implementation plan, and document the final recommendations in the Downtown Master Plan report. The project is anticipated to be guided by a diverse group of stakeholders, including elected and appointed officials, property owners, business owners, Williams Bay residents and representatives of other local taxing bodies, State and County officials.

#### **Short and Long-term Vision & Comprehensive Strategies.**

An Opportunity Analysis may be conducted to examine resources, stakeholder interest, and market place conditions. Development of Alternative Strategies are encouraged based on a conceptual framework created with the selection of a preferred strategy by the stakeholders for further refinement. The preferred strategy will be presented to the Planning Commission and Village Board. Upon approval, the findings and recommendations will be documented in the Downtown Master Plan report for presentation to the Village Board for final approval.

#### **Project Goal and Objectives**

Project goals and objectives are anticipated to be established for the Master Plan. The goal and these objectives will be utilized to develop the preferred concept plan. Project Goals strengthening and enhancing Downtown’s unique qualities to ensure that it remains a centerpiece of Williams Bay’s image and identity, as a high-quality destination for visitors, and an engaging live / work / play / shop environment for community residents and their families. Project Objectives to retain existing successful businesses to attract and encourage new businesses to Downtown. Strategies to strengthen the consumer base to strengthen the confidence of potential commercial investors to develop in the business district. Opportunities to broaden and enhance downtown’s appeal, to increase the opportunities for more residents to utilize Downtown for their daily commerce needs. Opportunities to strengthen Downtown’s identity and hospitality strategies for Downtown to strongly distinguish it’s attributes from the surrounding commercial choices to ensure that Williams Bay remains a high quality commercial destination within the region. Enhance Open Space to create improved open spaces and adding public amenities that also benefit the environment. Identify the high-quality standards that are expected from Downtown investors and facilitate the desired the patterns of development.

Perform an opportunity analysis conducting background research and analysis to identify and understand marketplace dynamics, stakeholder interests, and available resources identifying the best opportunities exist where the three dimensions overlap. The components of the Analysis to include:

#### **Marketplace.**

##### **Market Conditions Summary.**

**Stakeholder Interests.** Understanding stakeholder interests and identifying broad consensus regarding key issues, problems, recommended strategies, and implementation procedures,

Stakeholder Interviews. Solicit input, including personal interviews, from a variety of project stakeholders, including property owners, merchants, public officials, and residents. In addition, input from school, Kishwaukee. Include a summary of the resources and comments.

- ❖ General Land Use Information and Zoning
  - ❖ Pedestrian Pathways Conditions
    - Identify opportunities and potential locations for additional multi-use pathways and bicycle parking within the downtown study area.
- ❖ Downtown Streetscape Plan - Street Furnishings / Lighting
  - √ Review existing Downtown Streetscape Plan and provide recommendations on potential changes coordinated with the study results.
- ❖ Overhead and Underground Utilities
- ❖ Topography and Natural Features
- ❖ Architecture
- ❖ Vehicular Circulation / Parking
  - √ Existing Conditions, Data Collection and Analysis
    - Confirm the existing and approved uses/development, on- and off-street parking inventory, taking into account changes resulting if streetscape improvements and entitled development projects become reality.
    - Conduct field observations to determine occupancy rates in the public and private parking spaces between 8 a.m. and 7 p.m. during both weekdays and weekends and circulation and queuing on the streets. Including an assessment of seasonal fluctuation, and special events.
    - Identify and interview and/or conduct a public input meeting with downtown stakeholders (including adjacent residents and businesses (owners and operators) to identify key areas of interest and concern. Provide summary of input received.
  - √ Future Parking Demand
    - Develop mid- and long-term scenarios for a reasonable build-out of the downtown under current zoning and future development scenarios parking demand.
  - √ Parking Recommendations
    - Recommend short-, mid-, and long-term strategies to provide parking availability during peak periods, including, but not limited to, permit pricing, enforcement strategies and technologies, and changes to existing time limits.
    - Identify options for increasing the existing supply of parking, including, but not limited to, restriping or reconfiguring existing parking, potential alternative locations for parking and opportunities for joint development on private property.

#### Business Retention and Recruitment.

- New Development / Redevelopment
- Financing - Tax Increment Financing (TIF) District
- Recommendations: Short-term Opportunities

#### Conclusions.

- Image and Identity.
- Improved motorist and pedestrian access to and barrier free circulation within Downtown. conveniently located and accessible on- and off-street parking facilities.
- New and improved activities and destinations that appeal to parents and children.
- Improved sidewalks, streetscapes, landscaping, and community gathering places.
- Enhanced signage and wayfinding.

## 2. Implementation Recommendations.

Implementation Action Plan. Include specific actions that should be taken by the Village to support the Downtown Master Plan goals, objectives, and recommended revitalization actions. Example actions may include: adopting the Master Plan as public policy; review of municipal codes and policies and modify as necessary to align with the Master Plan goals, objectives, and recommended revitalization strategies; design Guidelines to support the intent of the Master Plan; review properties in the Downtown and immediate surrounding area for possible zoning change or Village acquisition.

Confirm the Village's role in the implementation process, including: planning / design / engineering / facilitation of public and private sector development ownership / infrastructure construction / management property assembly developer recruitment / assistance, business development, coordinate Village plans and improvements that include water/sewer replacement and possible Streetscape improvements with WisDOT plans for the reconstruction of the roadway and scheduled for STH 67 (west).

Confirm and prioritize public improvement projects. Explore alternative strategies for developer participation in designing, financing, and constructing public improvements. Evaluate plan review, zoning review, and public meeting procedures to ensure that consensus can be reached on desirable new projects in the timeliest manner possible.

Confirm entitlement and development procedures for priority revitalization opportunities to promote confidence about Village commitment and timing.

Public Improvements. Identify the type, character, construction costs of public infrastructure and amenities that will inspire investor confidence and help to stimulate private market investment.

## 3. Meetings and Progress Reports.

The Consultant will be expected to meet with the Williams Bay Committee(s) several times during the course of the study (a minimum of 3 stakeholder meetings anticipated). In addition, regular meetings with Village staff will occur over the course of the project, on an as-needed basis (staff meetings can be attended remotely). The Consultant will be expected to present the final recommendations of the study to the Village Committee(s), Village Plan Commission and Village Board following the completion of the study. The Consultant should estimate the number of meetings they will need to attend and should include that in their fee estimate for this proposal.

The Consultant will be expected to release progress reports at the completion of each task. Each progress report and the final report will detail all assumptions.

## 4. Deliverables.

The Consultant will be responsible for preparing a DRAFT report and a Final Report for Village Staff and the Williams Bay Plan Commission and Village Board. The Village desires that the project be completed within six (6) months. Include an approximate time schedule for completion of the study.

## **ATTACHMENT II**

### **VILLAGE STANDARD PROFESSIONAL SERVICES – MAJOR INSURANCE & INDEMNIFICATION REQUIREMENTS**

For purposes of this Attachment and all provisions included herein, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, sub-consultants and others under the control of Consultant, and the term "VILLAGE" means and includes the Village of Williams Bay, Wisconsin its elected and appointed officials, and its agents, employees and volunteers.

#### **1. GENERAL**

The Consultant shall purchase and maintain insurance to protect the Consultant and the Village of Williams Bay, Wisconsin (VILLAGE) throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Wisconsin, having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the VILLAGE. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the VILLAGE prior to Agreement execution or commencement of work and/or services.

#### **2. INSURANCE REQUIREMENTS**

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Wisconsin. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, and (e) Personal and Advertising Injury.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the VILLAGE.

C. PROFESSIONAL LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate. The Consultant will notify the VILLAGE if claims made erode the Policy Limits below those required above.

D. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to purchase and maintain the same types of insurance as are required of the Consultant.

- E. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverage's specified in paragraphs B, C, and D above shall include the VILLAGE Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements are attached.
- F. CANCELLATION & MATERIAL CHANGES: The insurance policies providing the coverages specified in paragraphs B, C, D and E above shall include the VILLAGE's Cancellation and Material Changes Endorsement. A copy of this endorsement is attached.
- G. PROOF OF INSURANCE: The Consultant shall provide to the VILLAGE a Certificate(s) of Insurance evidencing all required insurance coverage as provided in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/Locations/Vehicle/Special Items" the title of the Agreement and that "Where required, Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been included as per attached." These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

### 3. INDEMNIFICATION REQUIREMENTS

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the VILLAGE against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including, but not limited to, attorneys' fees and court costs and economic damages that may be asserted or claimed against, recovered from or suffered by the VILLAGE that arise out of any negligent act, error or omission of the Consultant, except to the extent caused by or resulting from the negligent act or omission of the VILLAGE or the VILLAGE'S employees, consultants, agents or others for whom the VILLAGE is responsible.

Consultant's obligation to indemnify the VILLAGE contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The VILLAGE shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Consultant arising out of or in any way connected or associated with Consultant's work, except to the extent caused by or resulting from the negligent act or omission of the VILLAGE or the VILLAGE'S employees, consultants, agents or others for whom the VILLAGE is responsible. Consultant expressly assumes responsibility for any and all damage caused to VILLAGE property arising out of or in any way connected or associated with Consultant's work. Consultant shall ensure that its activities on VILLAGE property will be performed and supervised by adequately trained and qualified personnel, and Consultant will observe all applicable safety rules.

### 4. WAIVER OF SUBROGATION

To the fullest extent permitted by law, Consultant hereby releases the VILLAGE, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the VILLAGE or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover thereunder.



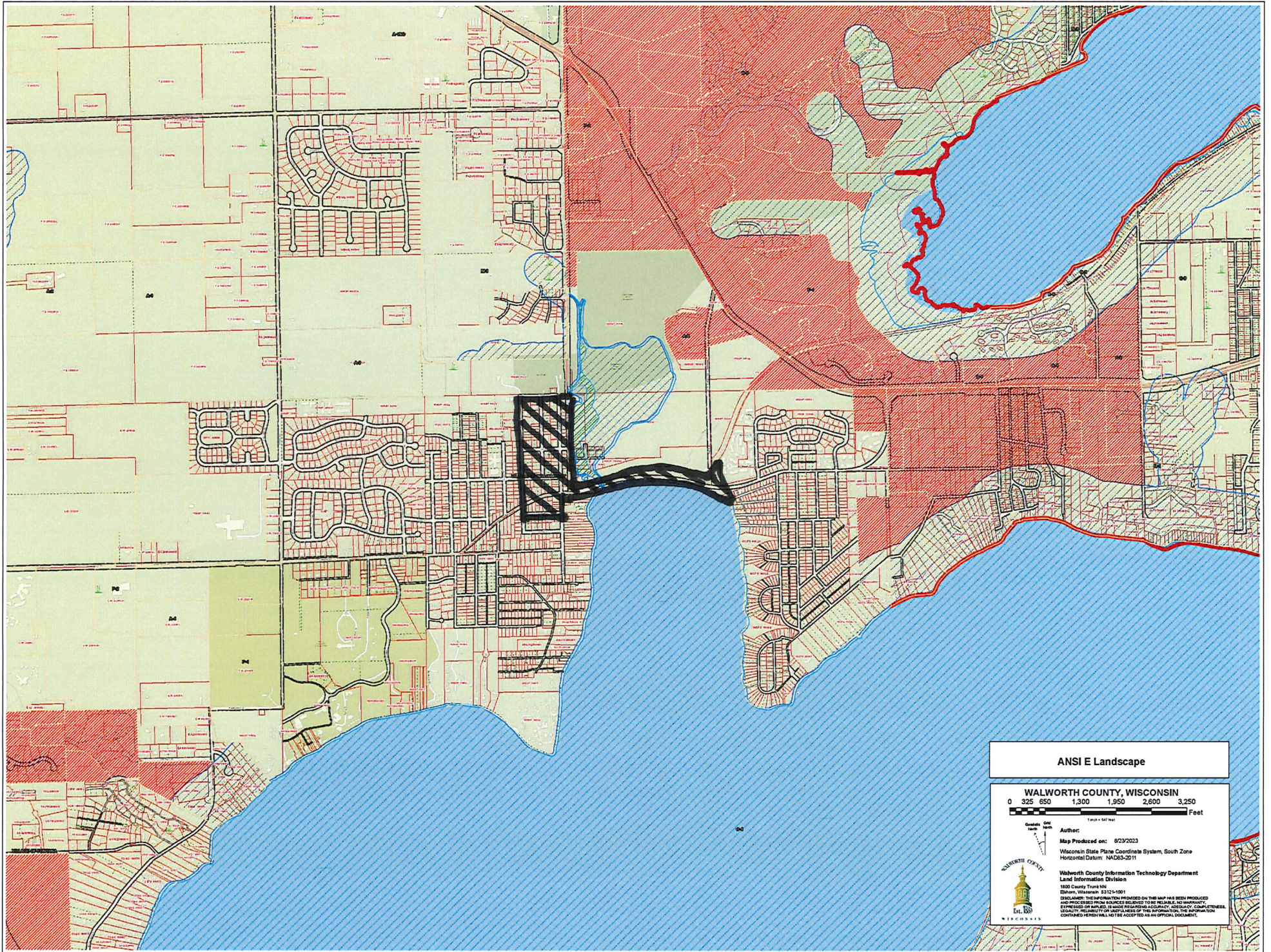
## ATTACHMENT III

### SELECTION CRITERIA

The consultant Selection Committee established by the Village for this project will evaluate each firm in accordance with the following criteria to identify the firm or firms best qualified to meet the Village's needs on this project. The firms deemed best qualified by the Selection Committee will be invited for additional presentations and interviews. However, the Village reserves the right to request interviews of any, all, or none of the consultants.

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Rating Ranges</u></b>
1.	Experience, Qualifications and Expertise  Firm's experience with similar projects, qualifications and expertise of key personnel and sub-consultants.	(0 – 30)
2.	Capabilities and Resources  Projects currently under contract involving equipment and key personnel that would also handle this project along with estimated time of completion. Availability and responsiveness of staff in local area.	(0 – 20)
3.	Project Overview  Convey your understanding of the project objectives. Identify major problems that you perceive at this time. Describe the overall approach you will use to overcome these problems and efficiently complete this project.	(0 - 20)
4.	References  Information on other organizations for which your firm has provided comparable consulting services.	(0 – 5)
5.	Quality and Thoroughness of Proposal	(0 – 10)
6.	Geographic Location of your Firm	(0 – 5)
7.	Additional Factors  a. Village Experience b. Other related information	(0 – 5)
8.	Work Elements  Appropriateness of estimated staff hours and cost in relation to objectives and methodology for project.	(0 – 5)





**ANSI E Landscape**

**WALWORTH COUNTY, WISCONSIN**

0 325 650 1,300 1,950 2,600 3,250 Feet

Scale: 1 inch = 500 feet

North Arrow

Author:  
Map Produced on: 8/23/2023  
Wisconsin State Plane Coordinate System, South Zone  
Horizontal Datum: NAD83-2011

**Walworth County Information Technology Department  
Land Information Division**  
1800 County Trunk NW  
Darien, Wisconsin 53124-1001

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