

January 29, 2014

Agreement for Redevelopment Implementation

THIS AGREEMENT is made and entered into by and between the “Client” Racine County Economic Development Corporation, Racine, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is working with the City’s RootWorks Project Management (PMT) and RCEDC Economic Development Project Plan Advisory Committee (EDAC) to manage and deliver measurable change through implementation of the RootWorks Plan and redevelopment initiative.

Article I Scope of Work

A. VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:

Work Element One: Project Management and Advancement

Task 1.1: Project Planning and Evaluation

- a. Update and manage the implementation workplan which includes a project timeline, task list and other project management tools for short-term and longer-term pipeline priority projects.
- b. Conduct 2014 project strategy and prioritization in a 4-6 hour work session with PMT leadership to develop a comprehensive 2014 workplan.
- c. Complete workplan and project timeline development for Year 2 of implementation within the first 30 days of contract execution, in cooperation with the PMT.
- d. Continually evaluate the implementation process to ensure it is working (or make changes along the way as needed), provide continuous communication with the PMT (through bi-weekly

- meetings) and provide quarterly and annual progress reports that summarize implementation progress and strategy; discuss the focus of staff time, energy, and project direction; and review and monitor the project budget.
- e. Prepare quarterly and annual progress reports to update the PMT and Advisory Committee. The quarterly progress report will serve as the metrics by which:
 - 1. Implementation progress and strategy is tracked.
 - 2. Focus of energy and project direction is analyzed and redirected as needed.
 - 3. Project budget is reviewed and dedication of time to specific implementation projects is considered and redirected as needed.
 - f. Present quarterly and annual progress reports to the PMT and Advisory Committee.

Task 1.2: Project Management

Manage the RootWorks redevelopment effort, to include:

- a. Manage and facilitate the PMT implementation process including bi-weekly meetings (in-person or by phone as needed).
- b. Prepare bi-weekly PMT meeting agendas.
- c. Manage and advise the PMT on implementation project prioritization, strategy and tactic development.
- d. Communicate with and outreach to multiple project partners within the PMT and EDAC, and others in the RootWorks area and within the community that have an ongoing role in the focus area.
- e. Guide the site plan and design review process, in coordination with developers and city departments.

Task 1.3: Funding Resources

- a. Advise on the approach and management of development increment (TIF) for catalytic development projects.

- b. Prepare project plan language for the creation of a new RootWorks area TIF district, or amendments for existing TIF districts. (If requested, create new TIF districts including the development of a project plan, project cost estimates, adoption meeting process. (A detailed cost estimate for this effort can be prepared, for consideration by the PMT to determine if it fits within the annual implementation budget, or necessitates a separate work order.)
- c. Advance the funding strategy and identify opportunities to leverage resources for the RootWorks redevelopment projects and initiatives in coordination with PMT and project partners.
- d. Track federal, state, and foundation/private sector grant opportunities that align with catalytic development projects. Continue to maintain the funding opportunity tracking list for RootWorks project funding to advance priority projects.
- e. As requested prepare grant applications and/or assist in the development of the approach, scope, and budget for grant applications. (Depending on the requirements of grant application(s) and PMT staff capacity this work may necessitate a work order and additional budget outside of the annual implementation budget.)

**Work Element Two: Redevelopment and Repositioning Projects -
*Machinery Row, Belle Harbor, and Water Street River Loop***

Advance implementation of the identified Catalytic Redevelopment and Repositioning Projects from the RootWorks Plan in coordination and with oversight from the PMT and EDAC. In Year 2, priority Catalytic Redevelopment and Repositioning projects are the Machinery Row District Implementation including private development and public promenade, Belle Harbor District, and Water Street River Loop. To accomplish the vision for these projects, take the lead to conduct the following ongoing tasks, as needed, including:

Task 2.1 Machinery Row

- a. Coordinate and facilitate working team for the Machinery Row redevelopment and economic development strategy to include representatives from the PMT and other partners as well as project developers as appropriate.
- b. Develop site, building, and floor plans to advance the economic vision and maximize Machinery Row redevelopment potential.
- c. Conduct business recruitment focused on Machinery Row complementary to the redevelopment plan.
- d. Work with the PMT to develop a specific strategy to increase business innovation, entrepreneurial development in the Machinery Row/RootWorks project area based on existing assets and connections. Coordinate with multiple stakeholders and provide support to existing organizations for repositioning and economic development marketing initiatives.
- e. Build from existing economic assets and opportunities; and incorporate economic development strategies and tactics that build off of the City's "10 in 10" plan.
- f. Coordinate with and engage multiple stakeholders as needed to advance project goals including private businesses, community organizations, local residents, and City and County staff.
- g. Prepare conceptual site plans and maps for project development purposes.
- h. Prepare artist renderings or bird's eye perspectives to present the redevelopment vision and opportunities.
- i. Lead project design/design review process, site planning, parking plan, and site circulation issues as projects move into design development and construction in coordination with developers and city staff.
- j. Participate and coordinate with PMT on financing strategies for development projects.

Task 2.2 Belle Harbor

- a. Coordinate and facilitate working team for the Belle Harbor redevelopment project to include representatives from the PMT and partners as well as project developers as appropriate.
- b. Coordinate with and engage multiple stakeholders as needed to advance project goals including private businesses, community organizations, local residents, and City and County staff.
- c. Prepare conceptual site plans and maps for project development purposes.
- d. Prepare artist renderings or bird's eye perspectives to present the redevelopment vision and opportunities.
- e. Conduct developer and business recruitment focused on Belle Harbor complementary to the redevelopment plan.
- f. Lead project design/design review process, site planning, parking plan, and site circulation issues as projects move into design development and construction in coordination with developers and city staff.
- g. Participate and coordinate with PMT on financing strategies for development projects.

Task 2.3 Water Street River Loop

- a. Coordinate and facilitate working team for the Water Street River Loop project to include representatives from the PMT and other partners as appropriate.
- b. Conduct developer and business recruitment to river corridor redevelopment sites that are complementary to the redevelopment plan.
- c. Coordinate with and engage multiple stakeholders as needed to advance the project including private businesses, community organizations, local residents, and City and County staff.
- d. Prepare conceptual site plans and maps for project development purposes.

- e. Prepare artist renderings or bird's eye perspectives to present the redevelopment vision and opportunities.
- f. Lead project design/design review process, site planning, parking plan, and site circulation issues as projects move into design development and construction in coordination with developers and city staff.
- g. Participate and coordinate with PMT on financing strategies for development projects.

Work Element Three: River Access and Connections Projects – *West Bluff Overlook and CNH North River Boardwalk*

Advance implementation of River Access and Connections Projects from the RootWorks Plan in coordination with and oversight from the PMT and EDAC. In Year 2, priority River Access and Connections projects to be advanced are the West Bluff Overlook, CNH North River Boardwalk/Pedestrian Bridge Connections. To accomplish the vision for these projects take the lead to conduct the following ongoing tasks, as needed.

Task 3.1 West Bluff Overlook

- a. Facilitate implementation working team for the West Bluff Overlook project to advance site control/public acquisition, design and experience development, water quality improvements, engineering, and infrastructure planning and implementation.
- b. Engage multiple stakeholders to advance other river's edge planning and public infrastructure design efforts, including property owners, private businesses, organizations, residents, and public sector staff.
- c. Prepare conceptual or schematic designs for projects for as needed.
- d. Prepare artist renderings or bird's eye perspectives to present the river connections vision and opportunities.

- e. Lead project design/design review process, site planning, parking plan, and site circulation issues in coordination with stakeholders.
- f. Work with City staff to advance current and potential recreational land uses and programming opportunities.

Task 3.2 CNH North River Boardwalk/Pedestrian Bridge (elements of this Task are expected to be funded under a separate Work Order once the WI Coastal Management Grant is awarded in July 2014)

- a. Facilitate working team for the CNH North River Boardwalk/Pedestrian Bridge Connections project to advance site design and experience development, water quality improvements, river connections, engineering, public space and infrastructure planning and implementation.
- b. Engage multiple stakeholders to advance other river's edge planning and public infrastructure design efforts, including property owners, private businesses, organizations, residents, and public sector staff.
- c. Prepare conceptual or schematic designs for projects for as needed.
- d. Prepare artist renderings or bird's eye perspectives to present the river connections vision and opportunities.
- e. Lead project design/design review process, site planning, parking plan, and site circulation issues in coordination with stakeholders.
- f. Work with City staff to advance current and potential recreational land uses and programming opportunities.

- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order".
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Gordy Kacala, Executive Director.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name

Title

Name

Title

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.
- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from January 1, 2014, and be in effect through December 31, 2014, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with the budget for the Project set at \$120,000. Client acknowledges that significant changes to the Project schedule, budget or Project's scope, including grant applications, may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.

- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and

expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement,

including without limitation, all costs of appeals. For purposes of this provision, “prevailing party” shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.

- G. In order for VANDEWALLE & ASSOCIATES’ to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES’ aggregate liability (including attorneys’ fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

Racine County Economic Development Corporation

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Brian Vandewalle, President

Date

ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$195 to \$250
Principal	\$120 to \$220
Associate	\$70 to \$120
Assistant	\$65 to \$80
GIS Analyst/Cartographer	\$65 to \$80
Communications Specialist	\$60 to \$85
Project Assistant	\$35 to \$65