

STANDARD FORM OF AGREEMENT

BETWEEN

THE CITY OF RACINE (CITY) AND THE REDEVELOPMENT AUTHORITY OF THE
CITY OF RACINE (RDA), (COLLECTIVELY CLIENT)

AND

GRAEF-USA INC. (GRAEF)

FOR

PROFESSIONAL SERVICES

This AGREEMENT made this 24th day of August, 2018, by and between Graef-USA Inc., (GRAEF) and The City of Racine (CITY) and the Redevelopment Authority of the City of Racine (RDA), (Collectively, CLIENT).

This AGREEMENT covers the Master Planning Phase for:

The City of Racine Master Redevelopment Implementation Plan for the Water Street Redevelopment Area, a 27.3429 acre blighted, urban, mixed-use, river-front property adjacent to Downtown Racine.

hereinafter called the PROJECT.

SECTION 1 - BASIC SERVICES OF GRAEF

1.1 BASIC SERVICES

1.1.1 GRAEF shall provide for CLIENT professional services in all phases of the PROJECT to which this AGREEMENT applies. These services will include serving as CLIENT's professional representative for the PROJECT, providing professional planning consultation services and advice incidental thereto.

1.1.2 Basic Services of GRAEF to be provided under this AGREEMENT are contained in EXHIBIT A, attached to, made a part of and incorporated by reference into this AGREEMENT.

SECTION 2 - ADDITIONAL SERVICES OF GRAEF

2.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

2.1.1 The following services are not included in this AGREEMENT to be provided by GRAEF. The CLIENT may request GRAEF at a future date to provide any or all of these services by a written request for proposal and/or a written authorization to proceed with the Additional Services(s). The written authorization to proceed shall become an Amendment to this AGREEMENT. Payment for the Additional Service(s) shall be in accordance with Section 5 of this AGREEMENT.

- 2.1.1.1 Development of a “form-based code” as referenced in the Request for Qualifications Official Notice #6-2018
- 2.1.1.2 Development of “Schematic plans and cost estimates for a river walk” as referenced in the Request for Qualifications Official Notice #6-2018
- 2.1.1.3 Development of a Riverwalk concept for the site that departs from the conceptual design provided in the 2017 RootWorks Area-Wide Plan and Implementation Strategy
- 2.1.1.4 Additional economic analysis beyond that listed in Attachment 1
- 2.1.1.5 Environmental or geotechnical investigations
- 2.1.1.6 Schematic design, engineering, or construction documents for future infrastructure, e.g. dock walls, rights-of-way, stormwater collection, utilities, or bridges
- 2.1.1.7 Review and evaluation of developer responses to a future RFQ or RFP for site development
- 2.1.1.8 Preparation and/or presentation of project information to stakeholders, agencies, and the general public beyond that listed in Attachment 1
- 2.1.1.9 Additional graphic illustrations of concepts beyond those listed in Attachment 1
- 2.1.1.10 Signage recommendations beyond those listed in Attachment 1

SECTION 3 - CLIENT'S RESPONSIBILITIES

3.1 CLIENT'S RESPONSIBILITY

- 3.1.1 CLIENT shall be responsible to provide those services and/or items enumerated in EXHIBIT B, attached to, made a part of and incorporated by reference into this AGREEMENT.
- 3.1.2 CLIENT shall provide the items in EXHIBIT B in a timely manner so as not to delay the services of GRAEF.

SECTION 4 - PERIOD OF SERVICE

4.1 PERIOD OF SERVICE

- 4.1.1 The provisions of this Section 4 and the various rates of compensation for GRAEF's services provided for elsewhere in this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the PROJECT. In EXHIBIT A, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of GRAEF, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

4.2 SCHEDULE OF PHASE(s)

- 4.2.1 Services called for in the Master Planning Phase will be completed within the stipulated period indicated in EXHIBIT A after written authorization to proceed with the initial phase has been given by CLIENT.

4.3 SCHEDULE ADJUSTMENTS

- 4.3.1 If CLIENT requests significant modifications or changes in the general scope, extent or character of the PROJECT, the time of performance of GRAEF's services will be adjusted equitably.
- 4.3.2 If GRAEF's services for design or during construction of the PROJECT are delayed or suspended in whole or in part by CLIENT for more than three months for reasons beyond GRAEF's control, GRAEF shall on written request to CLIENT (but without termination of this AGREEMENT) be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond GRAEF's control for those services, the various rates of compensation provided for elsewhere in this AGREEMENT will be subject to equitable adjustment.

SECTION 5 - PAYMENT

5.1 PAYMENT FOR BASIC SERVICES

- 5.1.1 For Basic Services: CLIENT shall pay GRAEF for all Basic Services rendered under Section 1 and EXHIBIT A, in accordance with EXHIBIT D, attached to, made a part of and incorporated by reference into this AGREEMENT.

5.2 TIME OF PAYMENTS

- 5.2.1 GRAEF shall submit monthly statements on or before the twentieth of the month for Basic and Additional Services rendered and Reimbursable Expenses incurred.
- 5.2.2 CLIENT shall make prompt payment on or before the twentieth of the month following the date of the GRAEF monthly statement.
- 5.2.3 Lump Sum contracts for Basic Services shall be based upon GRAEF's estimate of that proportion of the total services actually completed at the time of billing.

5.3 OTHER PROVISIONS CONCERNING PAYMENT

- 5.3.1 If CLIENT objects to any statement submitted by GRAEF, CLIENT shall so advise GRAEF in writing within seven days giving reasons therefor. If no such objection is made, the statement will be considered acceptable.
- 5.3.2 If CLIENT fails to make any payment due GRAEF for services and expenses within sixty days after receipt of monthly statement therefor, the amounts due will be increased at the rate of 1.5 percent per month from date of invoice, and in addition, GRAEF may, after giving seven days' written notice to CLIENT, suspend services under this AGREEMENT until GRAEF has been paid in full all amounts due for services, expenses and charges.
- 5.3.3 Fiscal records of GRAEF pertinent to GRAEF's compensation and payments under this AGREEMENT will be kept in accordance with generally accepted accounting practices.
- 5.3.4 In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due GRAEF for services rendered through such phase shall constitute total payment for such services.
- 5.3.5 In the event of termination by CLIENT under paragraph 7.1 during a phase of the Basic Services, GRAEF will be paid for services rendered up to the date of receipt of termination on the basis of the Costs of GRAEF's principals, employees, and subconsultants engaged directly on the PROJECT at scheduled billing rates.

- 5.3.6 In the event of any such termination of GRAEF indicated in 5.3.4 or 5.3.5 above, GRAEF shall also be reimbursed for the charges for services actually provided of independent professional associates and consultants employed to render Basic Services, paid for all unpaid Additional Services and unpaid Reimbursable Expense.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.2 OPINION OF COST

- 6.2.1 Since GRAEF has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GRAEF's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of GRAEF's experience and qualifications and represent GRAEF's best judgment as an experienced and qualified professional, familiar with the construction industry; but GRAEF cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by GRAEF.

SECTION 7 - GENERAL CONSIDERATION

7.1 TERMINATION

- 7.1.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 REUSE OF DOCUMENTS

- 7.2.1 Documents including Drawings and Specifications prepared or furnished by GRAEF (and GRAEF's independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service of GRAEF whether or not the PROJECT is completed. GRAEF will provide CLIENT with a reproducible copy of documents requested and a set of record documents at the completion of the PROJECT. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT; however, such documents are not intended or represented to be suitable for reuse by CLIENT on extensions of the PROJECT or on any other project.

- 7.2.2 CLIENT agrees to, to the fullest extent permitted by law, to indemnify and hold harmless, GRAEF, its independent professional associates or consultants from any claims, damages, losses and expenses including attorneys' fees arising out of or resulting from any unauthorized reuse or modification of the documents by the CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT. It is mutually agreed that the hard copy of the Instruments of Service in GRAEF's files is the original.

7.3 INSURANCE

- 7.3.1 GRAEF shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, in the following amounts:

7.3.1.1 Worker's Compensation and Employer's Liability Insurance as required by the State of Wisconsin and must carry coverage for Statutory Workers' Compensation, and an Employers Liability limit of:

| | |
|-----------------------------------|--------------|
| (1) Each Accident Limit | \$100,000.00 |
| (2) Disease Policy Limit | \$500,000.00 |
| (3) Disease – Each Employee Limit | \$100,000.00 |

7.3.1.2 Commercial General Liability

| | |
|---|----------------|
| (4) Each Occurrence Limit | \$1,000,000.00 |
| (5) Personal Liability and Advertising Injury | \$1,000,000.00 |
| (6) General Aggregate Limits | \$2,000,000.00 |
| (7) Products – Completed Operations Aggregate | \$2,000,000.00 |

7.3.1.3 Automobile Liability

| | |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

7.3.1.4 Excess Liability Umbrella Form
\$2,000,000 each occurrence, and
\$2,000,000 Aggregate.

7.3.2 PROFESSIONAL LIABILITY

7.3.2.1 GRAEF will procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which GRAEF is legally liable, and certificates indicating that such insurance is in effect will be delivered to CLIENT.

7.3.2.2 Professional Liability Limits

| | |
|----------------------|----------------|
| (1) Each Claim | \$1,000,000.00 |
| (2) Annual Aggregate | \$1,000,000.00 |

7.3.3 RISK ALLOCATION

7.3.3.1 CLIENT and GRAEF have discussed the risks, rewards and benefits of the PROJECT and GRAEF's total fee for services, and such risks have been allocated to each party.

7.3.3.2 In consideration for services to be rendered, CLIENT hereby covenants and agrees never to bring, initiate or maintain, or cause to be brought, initiated or maintained for its benefit, any civil action, proceeding or other civil dispute resolution procedure or process against GRAEF seeking recovery of monetary compensation in excess of the sum of \$1,000,000.00 for any injuries, damages, losses, costs, fees or expenses whatsoever (including, but not limited to attorney's fees, expert witness fees or other fees or expenses arising from or in connection with any dispute resolution procedure or process) in any way arising from or in connection with any negligent act, error or omission in connection with rendering or failing to render any professional services in connection with this AGREEMENT.

- 7.3.3.3 GRAEF will cause Professional Associates and Consultants retained by it for this PROJECT to procure and maintain comparable professional liability insurance coverage.
- 7.4 CONTROLLING LAW
- 7.4.1 This AGREEMENT is to be governed by the law of the State of Wisconsin.
- 7.5 SUCCESSORS AND ASSIGNS
- 7.5.1 CLIENT and GRAEF each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and GRAEF (and to the extent permitted by paragraph 7.5.2 the assigns of CLIENT and GRAEF) are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.
- 7.5.2 Neither CLIENT nor GRAEF shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent GRAEF from employing such independent professional associates and consultants as it may deem appropriate to assist in the performance of services hereunder when approved by the CLIENT.
- 7.5.3 Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CLIENT and GRAEF, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CLIENT and GRAEF and not for the benefit of any other party.
- 7.6 DISPUTE RESOLUTION
- 7.6.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be initially negotiated between the designated project representatives of both parties.
- 7.6.2 If negotiation between the designated project representatives does not result in a settlement of the matter, it shall be referred to the principal of each firm or its designee, for joint discussion and attempted resolution of the matter.
- 7.6.3 Both parties agree that if the matter cannot be resolved by mutual agreement of the principals, the matter will be referred to an alternate dispute resolution process which shall initially be mediation.
- 7.6.4 Mediator shall be selected by and mutually agreed to by both parties.
- 7.6.5 Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Both parties agree to cooperate fully in the mediation process in order that the Mediator can provide said informal opinion and advice within thirty days of selection of the mediator. The mediator's fee shall be shared equally by the parties.

- 7.6.6 If mediation fails to resolve the dispute either party may then pursue another form of alternate dispute resolution or litigation. Binding arbitration shall not be a remedy to the dispute.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1 The following EXHIBITS are attached to and made a part of this AGREEMENT:
- 8.1.1 EXHIBIT A, "Basic Services of Graef-USA Inc.," including Schedule for Performance of Services.
- 8.1.2 EXHIBIT B, "CLIENT's Responsibilities," consisting of 2 pages.
- 8.1.3 EXHIBIT C, "Resident Project Representative Services," consisting of 1 page.
- 8.1.4 EXHIBIT D, "Payment Provisions", consisting of 2 pages.
- 8.2 This AGREEMENT is subject to the following Special Provisions.
- 8.2.1 None.
- 8.3 This AGREEMENT (consisting of pages 1 to 8, inclusive) together with the EXHIBITS and Schedules identified above constitute the entire AGREEMENT between CLIENT and GRAEF and supersede all prior written or oral understandings. This AGREEMENT and said Appendices and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT: The City of Racine

Graef-USA Inc.

(Signature)

(Signature)

Director of City Development
(Title)

Vice President
(Title)

(Date)

(Date)

Address for giving Notices:

730 Washington Avenue

Racine, Wisconsin 534023

Address for giving Notices:

125 South 84th Street, Suite 401

Milwaukee, Wisconsin 53214-1470

CLIENT: The Redevelopment Authority of the City of Racine

(Signature)

(Title)

(Date)

Address for giving Notices:

Racine, Wisconsin 53403

EXHIBIT A

BASIC SERVICES OF GRAEF-USA INC. (GRAEF)

TO

AGREEMENT BETWEEN

THE CITY OF RACINE (CITY) AND THE REDEVELOPMENT AUTHORITY OF THE
CITY OF RACINE (RDA), (COLLECTIVELY CLIENT)

AND

GRAEF-USA INC. (GRAEF) or (CONSULTANT)

Dated August 24, 2018

SECTION 1 - BASIC SERVICES OF GRAEF

- 1.1 GRAEF shall provide for CLIENT professional consulting services in all phases of PROJECT to which this AGREEMENT applies. These services will include serving as CLIENT's professional representative for PROJECT, providing professional planning consultation and advice and furnishing customary planning services incidental thereto.

PROJECT UNDERSTANDING

- 1.2 The City of Racine, on behalf of the Redevelopment Authority of the City of Racine, is seeking a multi-disciplinary team with skills in planning, architecture, landscape architecture, market analysis, and engineering to create a new Master Redevelopment Implementation Plan that will guide and facilitate rapid redevelopment of the Water Street Redevelopment Area (formerly referred to as Machinery Row). This property is a 27.3429 acre, urban, mixed-use, river-front property, adjacent to Downtown Racine.

SCOPE OF SERVICES

- 1.3 Reference Scope of Services attached.

2.0 **SCHEDULE AND WORK SESSIONS / MEETINGS**

This Scope of Services will be carried out from September 2018 through February 2019.

This Scope of Services is as shown on the Attachment 1 – Racine Water Street Redevelopment Implementation Plan.

3.0

PROFESSIONAL FEE AND TERMS

GRAEF will provide this Scope of Services for a Lump Sum of \$150,000.00 (one hundred fifty thousand dollars). Project related expenses (e.g. air and ground transportation, lodging, meals, reprographics) are included within the Lump Sum.

END OF EXHIBIT A

DRAFT

Scope of Work**Master Redevelopment Implementation Plan for Water Street Redevelopment Area**

Client: City of Racine; Redevelopment Authority of the City of Racine

Our Team:

- GRAEF (prime) – Project Management and Urban Planning
- Perkins+Will – Urban Design
- Gruen Gruen + Associates (GG+A) – Market Real Estate Consulting
- Business Districts Inc. – Media Strategy

The following tasks comprise the scope of work for the project.

Task 1: Media Strategy ****

The following sub-tasks will be integrated within the overall project process.

- Task 1.1: Project Initiation. To initiate the project, our team will review all relevant background materials, including Racine’s planning documents and previous Water Street Redevelopment Area development proposals and agreements, and conduct initial research. Our team will then meet with City staff to confirm and schedule the following tasks.
- Task 1.2: Trade Area and Market Review. Based upon initial data provided by our team, relevant community data will be reviewed to develop a statistical portrait of Racine, its population, its neighborhoods, and its logical markets. This review will frame the development of outreach tools.
- Task 1.3: Interviews. Our team, through BDI staff, will participate in up to eight (8) project interviews with our project partners. The goal of this task is to understand local trends and perceptions and their potential implications for the formal Water Street Redevelopment Area development process (post-RFP).
- Task 1.4: ‘Modified’ Focus Groups. Our team will meet with the following groups: Downtown Racine Inc.’s Board and staff; Root River Council; Redevelopment Authority of the City of Racine; City department heads / RootWorks internal team; representatives from Racine County; representatives from any active merchants organization from commercial areas within two miles of the Water Street Redevelopment Area; nearby employees and/or employees from Racine’s major employers; and major nearby institutions. Up to two (2) additional groups may also be included in this process. City staff will schedule meetings, and BDI will develop similar and targeted focus group questions, based on completed task work, to guide each 1.5-hour session. Questions will emphasize what each group will need to know, once development review begins.
- Task 1.5: Visibility. Our team will develop visual displays to be featured on site over the course of the work. Locations will be communicated as noted in Task 1.6. The intent of the visual displays is to draw visitors through powerful graphics from the site plus key info – e.g. incorporating stills from the City’s drone footage or time-lapse photography

with the website URL. Visitors can capture photos from the site's edges for sharing via the elements of the communications structure in the following task. In essence, our team can use the backdrop of the site to generate public interest and excitement in the site's future. Uploads will require monitoring by City staff and our team. In advance of RFP issuance, this positive feedback will be assembled by BDI in a short memo for inclusion in the final RFP document, providing insight into what the City and community values.

- Task 1.6: Communications Structure. Our team will establish a new webpage for the Water Street Redevelopment Area that can be monitored by our team and City staff. The City's website should include a prominent link to this webpage. Content, described in Task 1.7, will be posted to this webpage and to relevant social media sites. The City will conduct all monitoring of any posted comments according to the City's social media policies. Our team will provide up to three (3) press releases on agreed-upon topics (process updates) for the City to release to local media. This structure assumes that the City's Public Information and IT staff will be engaged in supporting this structure.
- Task 1.7: Content Preparation. Beginning with Task 1.5, BDI will provide regular content to the City and our team for posting to the project's electronic and social media. This verbiage will be simple and short, likely one paragraph, recognizing reader attention spans. Separate Twitter verbiage will also be generated as appropriate. These regular posts will be incorporated into future RFP issuance as appropriate.
- Task 1.8: Issue Identification. As its final task, BDI will define and prioritize issues with likely implications for the Water Street Redevelopment Area. Those development issues could include any of the following, depending upon what is identified in Tasks 1.1-1.7:
 - Any sensitivities that may guide City investment or decisions;
 - Any unique issues key to future Water Street Redevelopment Area development review;

Deliverable: A memorandum not to exceed four (4) pages summarizing these issues.

Task 2: Market + Absorption Strategy ***

Market analysis will be conducted for a range of land uses. The goal of this task is to define the mixture of potential uses.

- Task 2.1 – Establish Criteria to Evaluate Development Options
 - Planning considerations such as compatibility with adjoining uses, existing and future right-of-way and easement restrictions, exposure and visibility, site planning and parcelization factors as well as floodplain, stormwater and traffic considerations;
 - Opportunities to make this project a leader in “green”, sustainable, and resilient redevelopment;
 - Compatibility with and/or need for modifications to City plans, policies, and regulatory requirements;

- Potential for positive spillover to adjoining neighborhoods, including the core Downtown;
- Depth and strength of the market in each land use under consideration; and
- Financial and fiscal returns to public entities.
- Task 2.2 – Define Alternative Development Options - Based on the results of the site analysis and stakeholder input, alternative development scenarios will be developed for the potentially viable land uses for the property. The prototypical development alternatives will be described as follows:
 - Diagrammatic layout indicating core roadways and infrastructure and land uses by subarea, including schematic building footprints/development envelopes, open space features, and existing site use relocations. Building types will be described in terms of type of construction, number of floors or units;
 - Tabulation of areas including gross building area, net leasable or useable area, parking, landscaping, and other features having impact on development costs; and
 - Tabulation of budget cost estimates (hard and soft building cost, land development cost, pad site cost, landscaping and parking) for buildings, site and related off-site improvements. Based on the assessment identified in the site analysis, the development cost model for each development scenario will incorporate order-of-magnitude budget costs for extraordinary development cost items related to existing site conditions such as any environmental remediation and demolition costs.
 - The impact of site constraints, environmental factors, political and community acceptance considerations and other factors will be identified and discussed with respect to each alternative to the extent they uniquely impact a given alternative.
- Task 2.3 – Conduct Market Studies to Forecast Likely Demand for Relevant Space and Profile Demand Sources – Our team will test, refine, and augment the support for the uses described in the prototypical development envelopes in Task 2.2 by conducting market studies to analyze and forecast the micro-market demands for residential, office, retail/commercial, and, if found worthwhile, other uses for the site. For all demands, our team will draw on local insight by interviewing knowledgeable individuals and studying local and regional data on employment, population, and development trends.
 - Our team will interview developers and marketing agents of relevant housing projects to obtain data and insights on: (a) existing or proposed competitive products and locations; (b) the demographic make-up and geographic origins of the buyers/renters; (c) the advantages and disadvantages of the property for residential uses; (d) what product and location attributes, features, and amenities of the existing newer developments are most or least desired; and (e) absorption rates and sales or rental prices for products within the relevant market areas.
 - Our team will also review and analyze competing and anticipated residential projects in order to estimate the supply of units in the relevant market and to identify relationships between prices, product characteristics, and absorption rates

for the supply. We will synthesize the results of the residential demand and supply research into a forecast of absorption and obtainable prices by product type.

- As part of the office demand analysis, we will review or develop employment forecasts by economic sector within the relevant market area. These employment forecasts will focus on the kind of economic activities or businesses likely to be attracted to the site. Demand for office space correlates to employment growth. Based on the employment forecast for the relevant market, we may use GG+A's Spacewalk™ demand model (Spacewalk™ is a proprietary three-dimensional spreadsheet-based computer model used to estimate the demand for nonresidential development in a market area based on changes in employment by economic sector) to derive estimates of demand for office and other types of space within the market area. This will not be done to reach final conclusions but rather to provide a basis for identifying the kinds of firms likely to want space and how much space is likely to be absorbed. This analysis will help structure our field research and interviews so as to contact the best sources and obtain the most useful type of practicable information about product options and the advantages and disadvantages of the site for office uses.
- *If needed, to be determined by our team during this Task:* To assess the demand for retail/commercial space, we may analyze forecasts of future household formation and income growth, and changes in employment, to estimate the amount of expendable income or market demand potential for alternative types of retail space. We may combine estimates of expendable income, population, and employment to estimate the retail space demand that pertains to the property.
- To assess the property's competition for sources of demand that are likely to seek locations in the area of the site, we will identify and analyze the existing and potential competing supply. In addition to field inspections, we will contact real estate brokers and developers active in the region to identify major projects and to obtain data and insights on the advantages and disadvantages of the property as a residential, office, and retail site compared to the competing supply options. These interviews will also be directed to obtaining information on obtainable rents, vacancy rates, and land use trends and market dynamics that apply to the property and competing locations.
- The market analysis will identify the market niches that are generating demand and the type of products that are most needed and are likely to be profitable. The results of this demand analysis will be summarized in terms of likely absorption ranges, obtainable rents and sale prices per square foot or unit, the product and amenity attributes that can be expected to maximize penetration into the demands, and a description of the demand sources.
- Task 2.4 – Estimate the Land-Value Effect of Each Alternative Development Option
 - Our team will utilize its real estate investment analysis program REALISM™ to estimate the land value that would be supported by each of the development options. REALISM™ is a comprehensive and flexible computer program that facilitates the postulation and synthesis of the relevant economic aspects of a development option into cash flow forecasts. For each development scenario, the estimated acquisition, financing, administrative, and marketing costs of

development will be considered along with annual operating costs, income-producing rents or sales prices and forecasted absorption factors to synthesize the real estate economics of each development option into cash flow forecasts and estimates of market and residual land values.

- A particularly relevant and useful REALISM™ capability is it calculates the acquisition value or land residual of a property given the cash flows that results from a given set of forecasts and stipulation of the financial terms likely to be typical of would-be buyers/developers. Our team will assess land value and therefore relative feasibility of alternative development options and will feed back the relative effect of the various uses and existing buildings on land values so that the initial conceptual plans can be refined to increase supportable values and marketability. At the final iteration, a location-specific land use plan(s) for the entire property will be identified. The process of testing and feed back will continue until an acceptable time-phased development program has been identified.
- These plans will be used for at least two purposes: first, they can be used as a basis for a development agreement and intergovernmental agreement; and, second, they will set the future guidelines for the separate development projects within the property.

Deliverable: *Written narrative to provide a preliminary overview of market conditions and opportunities with supporting charts/tables/graphs/maps.*

Task 3: Illustrative Design Plan **

- Task 3.1 – Existing conditions assessment. Our team will analyze existing physical conditions and review the City's summary of previously completed studies and other relevant documents. Existing conditions include: land use, topography, water systems, parcels, circulation, open space, vegetation, historic features, important views, built character.
- Task 3.2 – Concept redevelopment plan alternatives. Our team will prepare two alternatives for the Water Street Redevelopment Area that illustrate the intent of the design principles and address the project issues, goals and objectives. We will integrate the appropriate projected mix of land uses defined in the market analysis into the redevelopment plan in a manner that will maximize the potential for market synergy and to reinforce the urban design and economic development objectives. Considerations in completing the alternatives will include:
 - Density, scale and sustainable infill development within the historic waterfront setting
 - Placemaking, open space network, and public realm enhancements
 - Traffic circulation and parking
 - Pedestrian friendly orientation and circulation
 - Streetscape/ visual character
 - Integration of urban and passive greenspace and public access to the riverfront
 - Compliance with LEED-ND rating system
 - Architectural characteristics that either enhance surrounding environment, or create a distinct character for the site

- Potential sustainable design principles and strategies
- On-site stormwater management techniques
- Task 3.3 – Preferred illustrated plan – Working with the client, our team will select a preferred concept to move forward with into the final deliverable. Our team will prepare final rendered illustrative design plan and perspective sketches to illustrate the concepts and for public presentation. The final plan will include an illustrative representation of public spaces, private development, utility and stormwater, seawall, transportation framework, and phasing. Design drawings will also include graphic three-dimensional renderings, and a 3D digital model in SketchUp.

Deliverable: Two (2) concept alternative master site plan drawings, two (2) concept alternative master plan 3D massing studies depicting density and use, one (1) preferred concept master plan site illustration, one (1) preferred concept aerial perspective rendering, (1) preferred concept human-eye level perspective, six (6) to eight (8) existing condition diagrams.

Task 4: Site Development Guidelines **

Our team will generate site development guidelines that depict the following for the preferred concept plan:

- Building heights and uses
- Forms and massing standards
- Façade standards
- Build to lines/zones and setbacks
- Location of right-of-way easements
- Location of public outdoor spaces

Deliverable: One (1) 3D site diagram per urban block (estimated number of blocks 4-6) that indicates the following: building location, heights, uses, forms/massing standards, façade standards; one (1) site plan diagram delineating boundaries/edges of public outdoor spaces, riverwalk, written narrative, photo examples/case study precedents.

Task 5: Riverwalk Concept Visualizations */**

Our team will develop conceptual design ideas for the riverwalk areas within the Water Street Redevelopment Area that advance the level of detail provided in the RootWorks Area Plan. Two (2) to Three (3) alternatives for different riverwalk amenities will be developed for review with City staff. Components of the riverwalk will include:

- Access points and egress concept
- Path/walkway concept
- Significant feature concepts
- Public space connection concepts
- River ecology concepts
- Program/activity use concepts

Additionally, our team will review the existing seawall/dock wall, provide a preliminary evaluation of dock wall stability, and provide preliminary opinions of probable cost for the physical modifications to the seawall/dock wall as envisioned in the conceptual design ideas for the riverwalk.

Deliverable: *One (1) illustrated site plan drawing depicting the riverwalk within the Water Street Redevelopment Area, One (1) memorandum outlining the preliminary evaluation of dock wall stability, Two (2) illustrated site plans showing specific area/portion of riverwalk and preliminary opinions of probable cost, One (1) perspective rendering, descriptive narrative of design intent, descriptive narrative of program/active use concepts*

Task 6: Redevelopment Plan *

Our team will provide content narrative and provide visuals to City staff for their completion of the Redevelopment Plan pursuant to Wisconsin State Statutes.

Deliverable: *One (1) written narrative document in Microsoft Word file format*

Task 7: Materials for TID Amendment *

Our team will package the work completed in prior tasks and deliver to Ehlers for the purposes of amending the existing Tax Incremental District which touches the Water Street Redevelopment Area.

Deliverable: *One (1) Microsoft Word file containing materials for Ehlers to incorporate into its TID Amendment*

Task 8: RFQs/RFPs for Site Development ***

Our team will prepare one (1) RFQ or RFP for national- level developer solicitation. This document will describe the redevelopment intent and the community's vision, goals, and objectives for the Water Street Redevelopment Area. It will contain relevant concept plans and designs created during previous tasks. This document will also describe the qualifications, criteria, timeline, deliverables, performance metrics, and legal/contract stipulations required for developer response.

Deliverable: *One (1) RFQ or RFP document in Microsoft Word format*

Task 9: Team + City One-Day Workshops/On-Site Meetings

Our team will conduct five (5) one-day workshops, for our team and City staff, consisting of a sequence of meetings/presentations/walking tours/charrettes/interviews over the duration of the project. The estimated cadence of workshop is one per month for a total of five months. Each workshop will focus on various elements of Tasks 1-8 depending on project schedule. The following describes the intent for each of the five workshops:

- Workshop #1 – Project Kick-Off, including vision/goal-setting session, site tour, existing conditions assessment, including Tasks 1-3
- Workshop #2 – Analysis, including Tasks 1-3
- Workshop #3 – Concept, including Task 3 and 5
- Workshop #4 – Development, including Task 4 and 5
- Workshop #5 – Refinement, including Tasks 6-8

Should City staff request our team's presence, our team will attend the RDA Board meeting during which time the final deliverable will be reviewed for approval.

Water Street Redevelopment Area



Racine Water Street Redevelopment Implementation Plan

August 24, 2018 Draft

Client: Redevelopment Authority of the City of Racine

Project Manager: **Stephanie Hacker** | Deputy Project Manager: **Andrew Broderick**

Period Highlight: 3

% Complete (beyond plan)

% Complete (beyond plan)

ACTIVITIES BASED FROM THE RFQ

+ City Staff Input on July 25, 2018 and August 17, 2018

| ACTIVITIES BASED FROM THE RFPQ + City Staff Input on July 25, 2018 and August 17, 2018 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PLAN START | PLAN DURATION | ACTUAL START | ACTUAL DURATION | PERCENT COMPLETE | AUGUST 1 | AUGUST 2 | SEPTEMBER 4 | SEPTEMBER 5 | SEPTEMBER 6 | SEPTEMBER 7 | SEPTEMBER 8 | OCTOBER 9 | OCTOBER 10 | OCTOBER 11 | OCTOBER 12 | OCTOBER 13 | NOVEMBER 14 | NOVEMBER 15 | NOVEMBER 16 | NOVEMBER 17 | DECEMBER 18 | DECEMBER 19 | DECEMBER 20 | DECEMBER 21 | DECEMBER 22 | DECEMBER 23 | DECEMBER 24 | DECEMBER 25 | GRAEF | P+W | GG+A | BDI | Task Subtotal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1: Media Strategy **** | 2 | 25 | 2 | 25 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 2,500.00 | \$ - | \$ - | \$ 9,000.00 | \$ 11,500.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 2: Market + Absorption Strategy *** | 5 | 11 | 5 | 11 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 3,800.00 | \$ - | \$ 39,500.00 | \$ - | \$ 43,300.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3: Illustrative Design Plan ** | 7 | 11 | 7 | 11 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 2,700.00 | \$ 14,000.00 | \$ - | \$ - | \$ 16,700.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 4: Site Development Guidelines ** | 15 | 8 | 15 | 8 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 3,000.00 | \$ 15,000.00 | \$ - | \$ - | \$ 18,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 5: Riverwalk Concept Visualizations */** | 10 | 13 | 10 | 13 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 16,500.00 | \$ 8,000.00 | \$ - | \$ - | \$ 24,500.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 6: Redevelopment Plan * | 19 | 5 | 19 | 5 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 3,500.00 | \$ 2,500.00 | \$ - | \$ - | \$ 6,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 7: Materials for TID Amendment * | 21 | 5 | 21 | 5 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 2,800.00 | \$ - | \$ - | \$ - | \$ 2,800.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 8: RFQ(s) / RFP(s) for Site Development *** | 21 | 5 | 21 | 5 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 2,200.00 | \$ - | \$ 10,000.00 | \$ - | \$ 12,200.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 9: One-Day Workshops/On-Site Meetings | 2 | 25 | 2 | 25 | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXHIBIT B
CLIENT'S RESPONSIBILITIES
TO
AGREEMENT BETWEEN
THE CITY OF RACINE (CITY) AND THE REDEVELOPMENT AUTHORITY OF THE
CITY OF RACINE (RDA), (COLLECTIVELY CLIENT)
AND
GRAEF-USA INC. (GRAEF) or (CONSULTANT)

Dated August 24, 2018

CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of GRAEF:

- 3.2 Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to GRAEF's services for the PROJECT.
- 3.3 Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including objectives and constraints.
- 3.4 Assist GRAEF by placing at its disposal all available information in CLIENT'S POSSESSION pertinent to the PROJECT including previous reports and any other data relative to the PROJECT.
- 3.5 Furnish to GRAEF, as required for performance of its Basic Services (except to the extent provided otherwise in EXHIBIT A "Description of Basic Services of GRAEF"), the following which are in the CLIENT'S possession:
 - 3.5.1 data prepared by or services of others;
 - 3.5.2 appropriate interpretations of all of the foregoing;
 - 3.5.3 environmental assessment and impact statements;
 - 3.5.4 property, boundary, easement, right-of-way, topographic and utility surveys;
 - 3.5.5 property addresses;
 - 3.5.6 zoning, deed and other land use restriction; and
 - 3.5.7 other special data, special services required, or consultations not covered in Section 2;

all of which GRAEF may use and rely upon in performing services under this AGREEMENT.

- 3.6 Arrange for access to and make all provisions for GRAEF to enter upon public and private property as required for it to perform services under this AGREEMENT.
- 3.7 Examine all studies, reports, sketches, and other documents presented by GRAEF, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of GRAEF.
- 3.8 Facilitate all logistics needed for meetings within the Racine community pertaining to this PROJECT.
- 3.9 Give prompt written notice to GRAEF whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GRAEF's services.
- 3.10 Bear all costs incident to compliance with the requirements of this EXHIBIT B.

END OF EXHIBIT B

EXHIBIT C

RESIDENT PROJECT REPRESENTATIVE SERVICES

TO

AGREEMENT BETWEEN

THE CITY OF RACINE (CITY) AND THE REDEVELOPMENT AUTHORITY OF THE
CITY OF RACINE (RDA), (COLLECTIVELY CLIENT)

AND

GRAEF-USA INC. (GRAEF) or (CONSULTANT)

Dated August 24, 2018

(Not Applicable)

END OF EXHIBIT C

EXHIBIT D
PAYMENT PROVISIONS
TO
AGREEMENT BETWEEN
THE CITY OF RACINE (CITY) AND THE REDEVELOPMENT AUTHORITY OF THE
CITY OF RACINE (RDA), (COLLECTIVELY CLIENT)
AND
GRAEF-USA INC. (GRAEF) or (CONSULTANT)

Dated August 24, 2018

SECTION 5 - PAYMENT PROVISIONS

5.1 BASIS OF PAYMENT

CLIENT shall pay GRAEF for costs of Basic Services rendered under Section 1 and Exhibit A as follows:

5.1.1 LUMP SUM PAYMENT FOR BASIC SERVICES

5.1.1.1 The total compensation for Basic Services rendered under Section 1 and Exhibit A, a Lump Sum fee of \$150,000.00, on a monthly basis as determined in 5.1.1.2.

5.1.1.2 Monthly statements or invoices will be based upon the percent of work completed to date in proportion to total lump sum.

5.1.1.3 GRAEF may alter the distribution of compensation between individual phases indicated in 5.1.1.2 to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount except by an amendment to this AGREEMENT.

5.1.1.4 Lump Sum includes compensation for GRAEF's services and its consultants. Amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses such as travel, mileage, room and board, printing and delivery.

5.1.1.5 Total Compensation in 5.1.1.1 is based upon Contract Time to complete the Work not exceeding six (6) months (September 2018 – February 2019). Should the Contract Time to complete the Work be extended by CLIENT beyond this period, the total compensation to GRAEF shall be appropriately adjusted.

5.1.1.6 If more prime contracts are awarded for Work designed or specified by GRAEF for this PROJECT than identified in Exhibit A, GRAEF shall be compensated an additional amount for all Basic Services for each prime contract added.

5.1.2 ADDITIONAL SERVICES

5.1.2.1 CLIENT shall pay GRAEF for Additional Services authorized by CLIENT and rendered by GRAEF under Article 2 and Exhibit B as follows:

5.1.2.1.1 Payment for Additional Services shall be contained in an amendment to this AGREEMENT.

5.1.2.1.2 Additional Services of GRAEF's principals, employees, and professional consultant engaged directly on the PROJECT and rendered pursuant to Section 2 and Exhibit B.

5.1.2.1.3 Additional Services rendered under Article 2 shall be compensated based on the exact scope and fee to be negotiated at the time of the request.

5.1.3 DEFINITIONS

5.1.3.1 None.

END OF EXHIBIT D