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CITY OF APPLETON

Request for Proposal/Quotes for Housing Development Policy, Process, & Stakeholder Engagement Services

Issued by:
City of Appleton, WI
August 4, 2023

Proposals/Quotes must be received no later than:
4:00 PM, Friday, August 18, 2023

Submit Quotes to:
Kara Homan, AICP
Director of Community & Economic Development

By mail:
100 N. Appleton Street
Appleton, WI 54911

Or electronically:
kara.homan@appleton.org

For further information regarding this request contact:
Kara Homan, Director of Community & Economic Development
kara.homan@appleton.org
920-832-6408

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested, qualified parties with the information to enable them to prepare and submit a quote for a consulting services contract. The selected consultant will complete and coordinate services related to the City of Appleton Housing Development Policy taskforce.

1.2 Background

The City of Appleton will launch a Housing Development Policy Task Force (hereinafter The Task Force) comprised of representatives from the REALTORS Association of Northeast Wisconsin, the Fox Cities Home Builders Association, the Fox Cities Chamber of Commerce, and Habitat for Humanity Fox Cities, and other stakeholders. The Task Force, chaired by Mayor Jake Woodford, will work for a period of approximately three to four months to oversee a process that engages internal and external housing development stakeholders. The process is intended to review and provide recommendations on current policies, procedures, infrastructure expectations, approval processes, and other aspects of housing development gleaned through the process.

The Task Force will produce a set of recommendations related to future steps aimed at reducing barriers to housing development and streamlining the development process to improve the overall experience the City of Appleton delivers.

1.3 Scope

The City is seeking to work with a team of personnel with experience in stakeholder engagement, housing, infrastructure and development policy and process design.

A. Project Objectives

1. Understand how current policies, procedures, infrastructure expectations, development review processes, and other aspects of housing development impact housing production.
2. Inform future planning (e.g. Comprehensive Plan Update), policy and code updates, and development-related process improvements.
3. Identify opportunities for win-win solutions between external stakeholders and the city/internal stakeholders.
4. Support housing development policies that wisely uses city infrastructure, capital and service delivery resources in the short- and long-term.
5. Ensure strong market alignment to allow for development of all housing products and types across the income spectrum.

B. Scope of Services

1. A project process, timeline and stakeholder engagement strategy.
2. Support city staff in liaising and facilitating the Task Force. We anticipate the taskforce will meet 3-5 times over a 3-4 month period.
3. Stakeholder engagement (such as interviews, focus groups, surveys etc.) including but not limited to:
 - a. *External Stakeholders*: homebuilders, contractors, developers,

- landowners, sole-proprietors, and others to assess experience with the City.
- b. *Internal Stakeholders*: city staff involved in the development review process – Planning; Economic Development; Inspections; DPW Engineering; Fire; and others, to assess experience and insights on the development review process, regulatory schema, development incentives/constraints, etc.
4. Review existing housing development processes and policies related to key insights / issue areas gleaned from stakeholder engagement. Identify best practices and areas for improvement.
 5. Summary of findings and recommendations, including but not limited to:
 - a. Documentation and insights gleaned from stakeholder engagement (e.g., surveys, interviews, focus groups, etc.);
 - b. Potential areas for development review process improvements.
 - c. Policy suggestions/best practices to evaluate to accelerate development of higher-density, more affordable housing in the City of Appleton.
 6. Final Deliverables:
 - a. Written report, summarizing process, findings and recommendations.
 - b. Executive summary / overview presentation of findings.
 - c. All documents to be provided to City in original, editable format (e.g. .docx, .ppt, etc.) in addition to .pdf format.
 - d. ALT. OPTION: Formal presentation (in person and/or virtual) of project findings to entity(ies) outside of any the Task Force included in base quote (e.g. city committee(s), partner organizations, etc.).

City staff will assist with supplying project information, stakeholder contacts, relevant city housing policies, coordinating taskforce meetings, and providing other city-specific information related to the project.

1.4 Project Calendar

Listed below are the estimated dates of actions related to this request. In the event the City of Appleton finds it necessary to change any of the specific dates, it will do so.

<u>DATE</u>	<u>EVENT</u>
August 4, 2023	Issue Request for Proposals/ Quotes (RFPQ).
Aug 18, 2023	RFPQs due on or before 4:00 PM.
Aug 28, 2023	Internal review of RFPQs.
Sept 11, 2023	Enter into contract for services with selected consultant – Contract Start Date / Project Kickoff
Sept – Dec, 2023	Taskforce support; Conduct project work.
January 2024	Prepare final deliverables.

1.5 Contract Terms

The successful firm will be required to sign a standard City of Appleton Consultant Services Contract and meet the insurance requirements attached to this RFPQ.

2.0 PREPARING AND SUBMITTING THE QUOTE

- 2.1 Consultant responding to this request must include the following information: cover letter, qualifications of the consultant and individuals who will work on the project, project approach, references, and the attached price quotation form.
- 2.2 Consultants may send completed proposal via email or delivery by hard copy on or before 4:00 PM, Friday, August 18, 2023, to:

Kara Homan, AICP
Director of Community & Economic Development
City of Appleton
100 N. Appleton Street
Appleton, WI 54911-4799
kara.homan@appleton.org

Submittals received after Friday, August 18, 2023, at 4:00 PM will not be accepted.

- 2.3 The City of Appleton is not liable for any cost incurred by proposers in replying to this request.

3.0 ATTACHMENTS

- 3.1 Price Quotation Form
3.2 Insurance Requirements



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**DEPARTMENT OF COMMUNITY &
ECONOMIC DEVELOPMENT
100 North Appleton Street
Appleton, WI 54911
TEL (920) 832-6468**

PRICE QUOTATION

For

Housing Development Process, Policy, & Stakeholder Engagement Services

Vendor Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

TOTAL COST OF PROJECT SERVICES..... \$ _____

**ALT. OPTION COST: Cost for each formal presentation of
findings per Final Deliverable 6.d.**

IN PERSON..... \$ _____

VIRTUAL..... \$ _____

Quote Prepared By

Date

IR 3.1 – Professional Services: \$2M Umbrella
City of Appleton
Insurance Requirements

Project: _____

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time specified in the contract or listed below, whichever is longer.

- **Professional Liability**
 - Limits
 - Each claim..... \$1,000,000
 - Annual aggregate..... \$1,000,000
 - Must continue coverage for 2 years after final acceptance for service/job

- **General Liability Coverage**
 - Commercial General Liability
 - Each occurrence limit \$1,000,000
 - Personal liability and advertising injury \$1,000,000
 - General aggregate \$2,000,000
 - Products/completed operations aggregate \$2,000,000
 - Claims made form of coverage is not acceptable.
 - Insurance must include:
 - Premises and Operations Liability
 - Contractual Liability
 - Personal Injury
 - Explosion, collapse and underground coverage
 - Products/Completed Operations must be carried for 2 years after acceptance of completed work
 - **The general aggregate must apply separately to this project/location**

- **Business Automobile Coverage**
 - Combined single limit for bodily injury and property damage
 - Each incident \$1,000,000
 - Must cover liability for Symbol #1 – “Any Auto” – including owned, non-owned, and hired automobile liability

- **Workers Compensation and Employers Liability:** IF required by Wisconsin State Statute or any workers compensation statute of a different state.
 - Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
 - Each accident \$100,000
 - Disease policy limit \$500,000
 - Disease – each employee \$100,000

- **Umbrella Liability:** IF exposure exists, provide coverage at least as broad as the underlying commercial general liability, automobile liability and employers liability, with a minimum limit of
 - Each occurrence \$2,000,000
 - Aggregate \$2,000,000
 - Maximum self-insured retention \$10,000

- **Additional Provisions**
 - **Primary and Non-Contributory requirement:** All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.
 - **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
 - **Additional Insured Requirements:** The following must be named as **additional insureds** on the General Liability and Business Automobile Liability Policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products/Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
 - Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days’ prior written notice has been given to the City of Appleton.

REQUIREMENTS CONTINUE ON FOLLOWING PAGE

Insurance Requirements for Sub-Contractors, all sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Worker's Compensation, Employer's Liability and if applicable, Watercraft Liability, Aircraft Liability and Unmanned Aircraft Liability Insurance. This insurance shall be as broad as and with the same coverage limits as those required of the Contractor.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Bond Requirements**
 - **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
 - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
 - **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
 - **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

- Property Insurance Coverage (Builder's Risk) to be provided by the Contractor**
 - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
 - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
 - Coverage will be on a **Replacement Cost basis**.
 - The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
 - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
 - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
 - Coverage must include testing and start up.
 - Coverage must include boiler and machinery if the exposure exists.
 - Coverage must include engineers' and architects' fees.
 - Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
 - The policy must cover/allow partial utilization by owner.

- Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
- Contractor is responsible for all deductibles and coinsurance penalties.

Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers

- Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
- Limits of Liability:
 - \$500,000 each loss for bodily injury, property damage, environmental damage
 - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
- The City of Appleton, its Council members and employees must be Additional Insureds
- The policy must also cover subcontractors
- Specify if “Wrongful Delivery” is covered
- Must cover motor vehicle loading and unloading and show on Certificate of Insurance
- Certificate of Insurance must state:
 - If the policy is an Occurrence or a Claims Made Form
 - If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or a super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress

Aircraft Liability insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo if the project includes the use or operation of any aircraft or helicopter.

Unmanned Aircraft Liability insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft (drones).

Watercraft Liability insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the project includes the use and/or operation of any watercraft.

Cyber Liability and Technology Errors and Omissions Insurance

- Per occurrence..... \$500,000



Commercial Crime Policy

- Per occurrence \$100,000

Last Review: 12/2021