



# REQUEST FOR PROPOSALS

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## OFFICIAL NOTICE #19-2016

### SEEKING DEVELOPER QUALIFICATIONS AND FINANCIAL PROPOSALS FOR THE REDEVELOPMENT OF THE FORMER CASE PLOW WORKS BUILDING AT 615 MARQUETTE STREET

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#### INTRODUCTION

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This request for proposals (RFP) seeks developer qualifications and financial proposals for the redevelopment of the former Case Plow Works Building, at 615 Marquette Street, Racine, Wisconsin. The subject property is a 2.1-acre parcel with warehouse style buildings owned by the City of Racine Redevelopment Authority (RDA) and located near Racine's downtown and the Root River.

This document presents the characteristics of the site, its context, and general information related to its development potential. The information shall not be treated as inclusive of all data available, but shall be considered a reasonable attempt to expose the reader to key elements of existing master plans, codes, and policies related directly and indirectly to the subject site. Where applicable, efforts shall be made by the reader to obtain and utilize the primary source materials referenced herein. Where discrepancies exist, the adopted codes and regulations shall override this document. This document also outlines the roles of interested parties, the minimum submission requirements, and the selection process. The purpose is to establish the decision process that the RDA will undertake to consider the best proposal and best qualified development team.

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#### BACKGROUND

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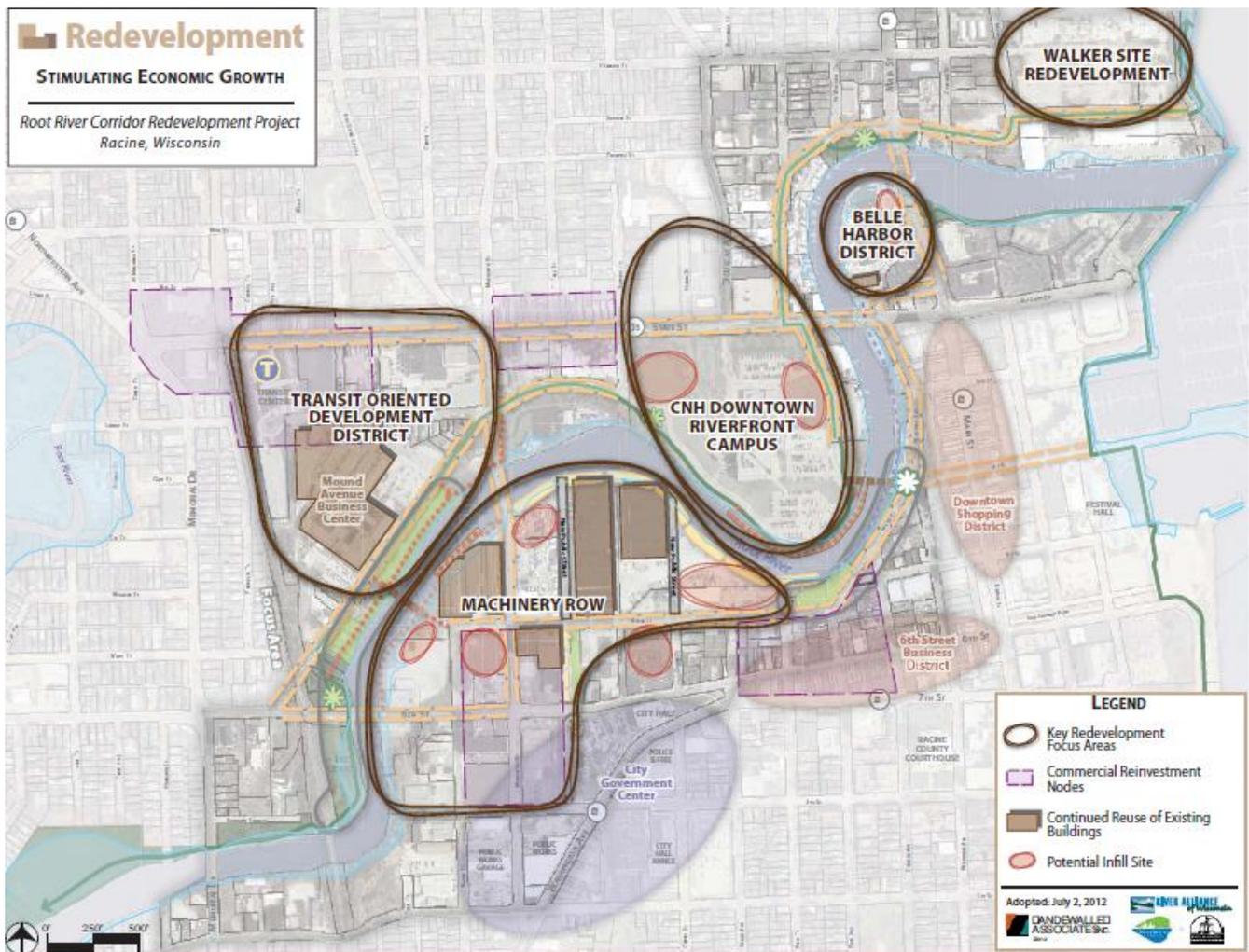
The Redevelopment Authority of the City of Racine seeks proposals and qualifications from developers to purchase and improve a vacant property comprised of 2.1 acres of land and three interconnected, historic buildings. The RDA purchased this property – commonly known as the Case Plow Works Site – in 2014 to preserve the site for future redevelopment that is complimentary to the planned Machinery Row development (to the north) and the RootWorks Plan. Tax increment district (TID) 18, was established for the purpose of facilitating redevelopment in this area. At this time, the City and RDA wishes to see this property transition into a residential development taking advantage of the historic assets of the building and the property's adjacency to downtown and the Root River.

## PAST PLANNING EFFORTS

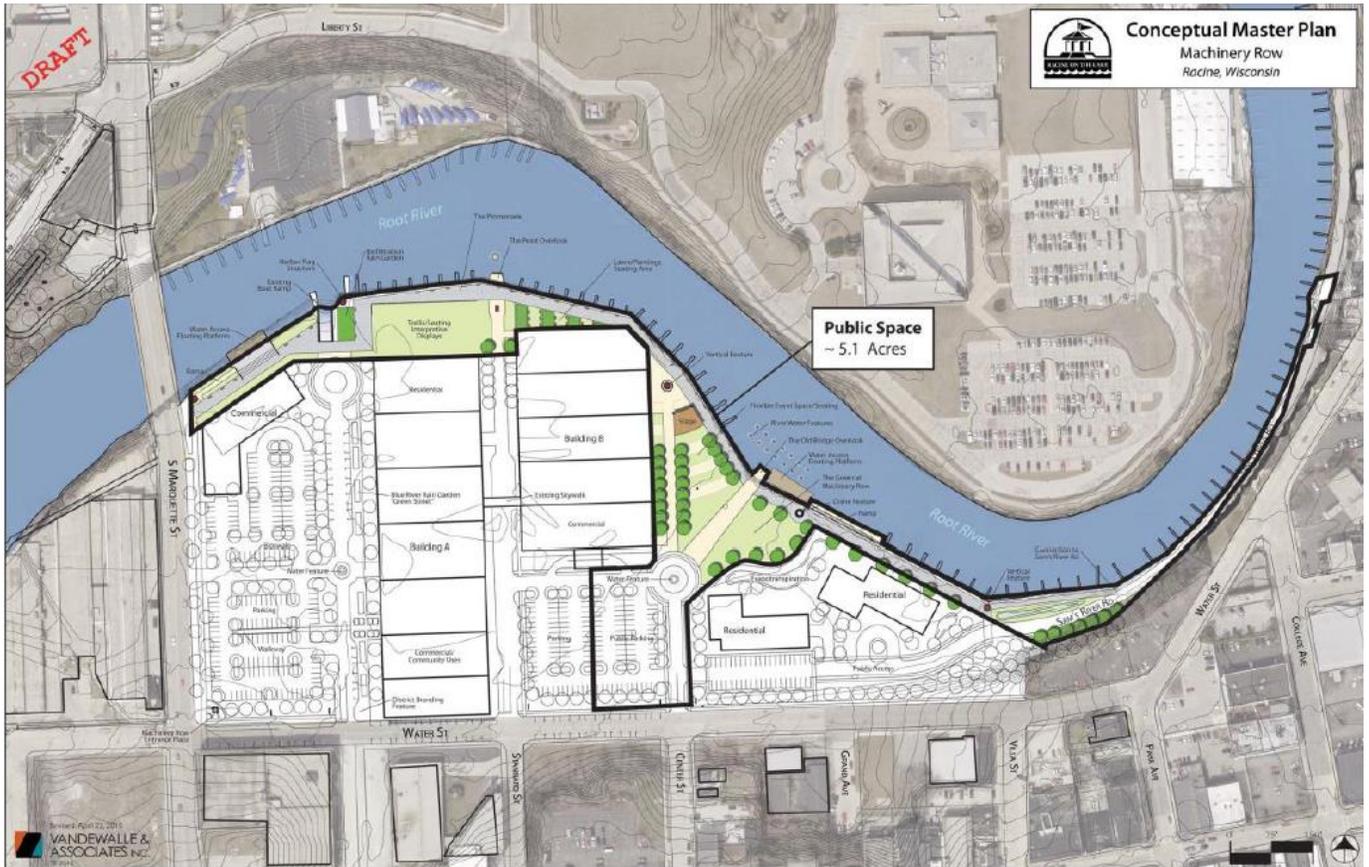
The 2013 RootWorks Plan for the City of Racine serves as the master planning document for the land adjacent to the Root River and Racine's Downtown. The RootWorks Plan was a result of the Root River Corridor Redevelopment Project which began in September 2011 and provides a blueprint for revitalizing the Root River Corridor's historic industrial district and its remaining historic manufacturing buildings and warehouses, increasing public accessibility to the water and local amenities, providing opportunities for storm water management through green infrastructure, and positioning the area for growing the local economy.

The RootWorks Plan is organized based on the four goals of the Root River Council's 2006 Back to the Root Plan, which was developed to strategize ways the City of Racine could revitalize the Root River Corridor. The four goals are to: Create a Sense of Place, Stimulate Economic Growth, Allow Public Access and Interaction, and Improve Water Quality.

*Planning illustration from the Rootworks Plan created by Vandewalle Associates in 2014.*



In 2015, the City embarked on a small area planning effort called the RootWorks Area Wide Plan, funded by the EPA, which created specific focused area plans for underused properties identified within the RootWorks Plan. The final draft of that plan has not yet been approved by the Plan Commission, but has served as the basis for proceeding with grants and development activities, is shown here:



**SITE DATA**

Address	615 Marquette Street
Parcel ID	03539000
Area	2.1 acres/ 95396.39844 Sq. Ft
Zoning	I-2 General Industrial
Assessments	2016 Exempt 2015 \$753,000
Tax Increment District	TID 18 established in 2014.
Historic District	Not established for site or building, but City believes the building may have historic context based upon history as use with J.I Case or Western Publishing and Lithographing. The City would work with a developer to establish an historic district or historic designation.
Environmental Data	Phase I studies are completed for the property. The buildings may contain asbestos, creosote floors, and other demolition related challenges that are typical for buildings of this vintage.
Census Tract	Census Tract 1, City of Racine



## COMMUNITY & NEIGHBORHOOD DATA

<b>Census Tract Median Income (tract 3)</b>		\$18,409
<b>County Median Income</b>		\$32,108
<b>Average Home Value (city)</b>		\$113,200
<b>Median Household income (city)</b>		\$39,623
<b>Median Household Income (tract 3)</b>		\$33,491
<b>Average Household Size (city)</b>		2.56 people
<b>Population Density</b>		~4,193 people/sq mi
<b>Distance to Train Station</b>		.4 miles (9 min walking)
<b>Distance to BUS Stop</b>		Site is on bus lines, Rt 3 & Rt 4
<b>Distance to Hwy 32</b>		>1mi
<b>Distance to I-94</b>		10 mi
<b>WalkScore™</b>		79
<b>Nearest Grocery Store</b>	Save-A-Lot	.6 mi
<b>Nearest Schools</b>	Park High School	1.1 mi
	Julian Thomas Elementary	.6 mi
<b>Colleges and Universities</b>	UW-Parkside	10 mi
	Gateway Technical College	1.7mi
<b>Nearest Hospital</b>	All Saints Health Care	2.3 mi
<b>Library</b>		.7 mi
<b>Nearest Job Training</b>	Racine Co Workforce Solutions	1.6 mi
<b>Parklands</b>	Jens Jensen Parkway	1 mi
	Root River Pathway	.4 mi
	North Beach	1.3 mi
	Reef Point Marina and Harbor	1 mi

## SITE VISION

The RDA envisions that the buildings on the site will be used residentially and will eventually connect (via pedestrian connections and street alignments) to the planned Machinery Row development, to the north/east. The chosen developer would be responsible for providing sidewalks to serve pedestrians and residents around the site (Sixth Street, Marquette Street, and Water Street) and for improving the public right of way of Howe Street to accommodate automobiles, to the east of the subject property. Developers will be responsible for the following public improvements: sidewalks, parkway landscaping, streetlights, storm water improvements, and any necessary water and sanitary connections/laterals to ensure fire suppression and residential water usage. These improvements would qualify for tax increment assistance, as well.

Development proposals could include additional buildings on the site and could include the demolition of buildings. City staff believes that the southernmost, one-story building is not structurally sound and should be removed. Proposals that include an additional structure at the northeast corner of Sixth and Marquette would also be considered



## REGULATIONS

The site is currently zoned I-2 (General Industrial) and we recommend that the site be rezoned. Developers can choose one of three options for rezoning: 1.) Straight Rezoning from I-2 to B-4 (Central Business) 2.) Rezone to Flex Zone B-4 (Central Business) with a conditional use permit and 3.) Planned Unit Development – rezone the base from I-2 to B-4.

City staff recommends that developers consider applying for a Flex Zone B-4 (Central Business) with a conditional use permit. The Flex zone provide the most flexibility for redevelopment and provides opportunities for mixed use.

Any redevelopment will also necessitate an appearance review by the Downtown Design Review Commission. The proposed development must meet the spirit and intent of the Downtown Area Design Guidelines.

### Zoning Comparison Chart

	EXISTING I-2 (General Industrial)	PROPOSED B-4 (Central Business)
Residential Parking	No standard	1.5 spaces for dwelling unit
Maximum Building Height	n/a	10 stories (approximately 100 feet)
Setbacks	n/a	Density bonuses provided if setbacks are provided.
Maximum Density	FAR up to 4.0	FAR minimum 8.0 (minimum 200 s.f per dwelling unit). FAR can increase to 12.0 or higher given the application of certain landscaping, open space, and pedestrian amenities.

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## DEVELOPMENT INTENT

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### A. Request for Proposals (RFP)

The Redevelopment Authority of the City of Racine, Wisconsin (“RDA”) is seeking sealed Proposals from a highly qualified development team (“Developer”) capable of carrying out a redevelopment of the site commonly referred to as the Former Case Plow Works site (“Project”).

The RDA is seeking the best-qualified Developer for the Project to not only meet, but exceed, the standards of the RootWorks Plan. The RDA is seeking qualified Developers that have successful experience with redevelopments of the contemplated scope in conjunction with the physical and economic conditions of urbanized, downtown areas similar to that of Racine. Consequently, the RDA is undertaking this Request to help ensure that subsequent discussions regarding a specific proposal are conducted with a Developer that the RDA feels possesses the requisite successful past experience, creativity and financial capability to ensure a successful redevelopment.

It is anticipated that the City will select one single Developer (or Development Team) to executive the Project. The RDA anticipates working closely and cooperatively with the selected Developer; however, the RDA does not currently anticipate entering into any other formal relationship with the Developer other than possible development agreements related only to the subject property. The RDA, City, and Developer shall be responsible for their own resources.

The RDA reserves the right, in its sole discretion, to reject any or all responses, or parts of responses, to waive technicalities or irregularities, or to cancel, revised, or extend this RFP. This RFP does not obligate the RDA or the City of Racine to accept any response or submission or to negotiate any agreement with any responder.

**RDA:** The RDA’s role and intent is to act as the current owner of the site only until such time that the Developer acquires the site. Its primary role is to ensure that the RDA’s interests are being protected and furthered with the assistance of the selected Developer and through the Project implementation.

**City:** The City of Racine’s role and intent, through the Common Council, is to act as the final approving body for any development agreement, economic incentives, or entitlement/land use approvals.

**Developer:** The Developer selected by the RDA to execute the Project based on proposals shall have redevelopment rights and rights to purchase land for a redevelopment meeting the RootWorks Plans and the City of Racine Comprehensive Plan. The selected Developer may be required, as part of a development agreement, to provide certain public structures such as public sidewalks and frontages, infrastructure, landscaping, storm water detention, and parking as required to provide a complete project in conformance with a development agreement and site plan approval by the Plan Commission.

**RDA/City Consultant(s):** The RDA and City of Racine have retained various consultants to assist the RDA with various aspects of the Project. The RDA may, at certain times, designate certain consultants to act as agents of the RDA; however, the RDA would expressly define this in writing prior to such occurrence. At no time will an RDA/City consultant have unilateral authority to direct or approve any aspects of the Project on the RDA or City’s behalf.

**Development Agreement [“Agreement”]:** The agreement which may be approved by the Racine Development Authority and City of Racine Common Council and signed by both parties in which the Developer has agreed to undertake the redevelopment of the site in accordance with the City-approved plans and pursuant to the terms and

conditions of the redevelopment agreement. The redevelopment agreement will contain provisions governing all aspects of the Project, including, but not limited to, due diligence periods, conveyance, development and zoning approvals, Developer and RDA/City obligations, security requirements, infrastructure improvements, letters of credit, construction schedule and possible development incentives. The decision to approve or not approve any redevelopment agreement rests solely with the City and RDA and this RFP does not require or obligate the City or the RDA to enter into any development or other agreement.

## **B. Project Goals and Objectives**

The goal of the RDA and City of Racine is to provide a high quality, fiscally successful residential redevelopment that enhances the neighborhood and meets the spirit and intent of the RootWorks Planning effort.

### Objectives

- Increase opportunities for residential living along the Root River and create a built-in market for downtown businesses.
- Employ historic preservation and urban design techniques to enhance the neighborhood and provide increased walkability.
- Employ sustainability, best practices in storm water management, and use of high quality buildings materials to create an innovative project, suitable for a downtown neighborhood.
- Structure the project to contribute positively to the existing Tax Increment Finance district and benefit the City from a financial and economic standpoint.

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## **STATEMENT OF CONTENT – PROPOSAL**

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**Submission Quantity and Format:** There is not a minimum or maximum page limitation, but qualifications statements should be kept directly relevant and succinct. The proposals shall be submitted and organized as follows:

### **1. Cover Letter**

### **2. Understanding of Request**

This section shall summarize the prospective Developer's understanding of the request and requirements, including site analysis and understanding of the community and neighborhood. The Developer may add any additional information to help the RDA determine that a Developer is qualified.

### **3. Developer's Relevant Qualifications**

The prospective Developer must demonstrate experience with facilitating successful projects of similar contemplated scope and quality. The relevant qualifications submissions must be a part of and fit into the response but outside of this requirement the prospective Developer can determine the format. A short project synopsis addressing the scope, budget schedule and reference contact may be provided. The RDA will look for a minimum level of experience to be demonstrated including but not limited to the following:

- A. Demonstrated experience in, preferably, at least two (2) completed projects of similar size and quality as envisioned for the project.

- B. Demonstrated financial resources and commitments to both acquire and develop the property as provided in financial statements, evidence of equity and debt financing, or other similar demonstration.
- C. A list of projects as Developer over the past five (5) years prior to the due date of this Request, including project overall size and by type of use (e.g., for-sale or rental multifamily, row homes, residential apartments), overall construction cost, major tenants, absorption, current photos of site, and the current occupancy and ownership of these projects.
- D. Description, location, and a brief summary of the past projects. The RDA would consider it a positive factor if the projects presented in this section were accomplished with the currently proposed Developer Team.

#### **4. Developer Description**

- A. Legal Name of the proposed development entity.
- B. Proposed form/structure of the proposed development entity (e.g., Corporation, Partnership, Limited Liability Corporation (LLC), Individual, Joint Venture, Not-for-Profit, etc.).
- C. Date Established to include constituent firms/partners/team members if a joint venture (JV) is proposed.
- D. Subsidiary status or affiliation with any other/parent entity including the name and address of and relationship to the parent or partner as well identification of its key officers.
- E. Names, addresses, title of position, and nature and extent of the interest of the officers:
  - i. For corporations, the officers, directors or trustees, and each stockholder owning any class of stock and each person's percentage ownership.
  - ii. For not-for-profit organizations, the members who constitute the board of trustees or board of directors, or similar governing body.
  - iii. For partnerships or limited liability corporations, each partner or member, whether a general or limited partner or member, and either the percent of interest or a description of the character and extent of interest.
  - iv. For joint ventures, each participant and either the percent of interest or a description of the character and extent of interest. If the joint venture partners are corporations or partnerships, then the information for such firms each should be provided.
  - v. For any other type of entity, each officer, owner and members of governing body, and each person's percentage ownership.

#### **5. Developer Organization and Capacity**

- A. Proposed organizational chart identifying the Developer functions, roles, and responsibilities.
- B. Developer team partners, and/or consultants proposed to deliver the project including their relevant experience and a clear description of their roles and responsibilities (e.g., Architect/Engineer, Economic/ Financial consultant, Counsel, Construction, leasing/management, etc.); key staff and roles with individual résumés not exceeding one page, if included.

- C. The RDA would consider it a positive factor if the key Developer team members/partners/consultants and/or staff presented in this section also have contributed to the successful past projects presented by the prospective Developer.
- D. Anticipated general and tentative development/construction schedule, if selected.
- E. It is recognized that several factors that impact any expected schedule may be outside of the prospective Developer's direct control and that a mutually agreed upon schedule would be part of a development agreement with the RDA. However, this information will assist the RDA in assessing a prospective Developer's experience with a project of this type and insight into how the prospective Developer proposes to manage the Project process to successful completion.
- F. The number, location and magnitude of projects currently on the prospective Developer's work plan for the next two calendar years.

## 6. Summary Statement

Please provide a summary statement in the format provided in the attached fillable sheet that would allow the RDA to adequately compare the sources and uses of project funds and also evaluate the incentives that would be requested of the RDA.

## 7. Financial Information

The following information relative to each person with an ownership interest in the development entity and the development entity itself.

- i. Audited financial statement or federal income tax forms for the last three years.
- ii. References from financial institutions with whom the Developer has dealt as a borrower or as a joint venture partner.
- iii. Proposed sources of financing and preliminary evidence of interest from financial institutions or partners if available.
- iv. List of pending litigation or other disputes including court case numbers, status, potential of a financial settlement, and impact on your ability to execute this Project.
- v. Filings for bankruptcy including dates and circumstances, or foreclosures or returns to lenders via deed-in-lieu of foreclosure.

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## EVALUATION

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### Review Process

Process Summary: The selection committee intends to review the responses to this RFP in a transparent manner with the goal of developing an agreement with the most qualified respondent. Once RFP responses are submitted, the selection committee will review the responses according to the evaluation criteria and will make a recommendation to the RDA. Interviews with a narrowed list of respondents will occur with the full RDA. The RDA will then select a developer and will engage the selected developer in the creation of a development agreement that may be adopted by both the RDA and Common Council.

Evaluation Criteria and Scoring: The RDA, or its consultants, may, at their discretion, contact references and industry sources, investigate previous projects and current commitments, interview some or all of the Development Teams,

and consider any other information in their evaluation of the responses. The selection of a qualified Developer, if any is made, shall be in the sole discretion of the RDA and City.

The RDA reserves the right to request clarification or additional information from respondents and to request that respondents make presentations to members of the RDA and City.

**Evaluation Criteria (Relative Importance in Parenthesis)**

- Demonstrated credentials, experience, and reputation of personnel identified to lead, execute, deliver, and manage the Project to include key proposed consultants such as the design architect/urban designer, architect-engineer, engineer, landscape architect, and constructor, if applicable (10%);
- Evidence of project specific experience in successful developments, marketing, and economic performance of high quality housing developments (10%);
- Evidence of successful past performance through references of previous clients including local governments and transit-oriented developments (15%);
- Demonstrated organizational capacity and managerial capability to successfully execute and deliver projects of similar or larger scopes, value, and quality to include expected execution schedule upon receipt of City approval (5%);
- Provide evidence of the Developer’s access to the capital resources, both equity and debt, necessary to finance the development of the Project, by identifying the following: Financial statement of the Developer, Description of projects currently under development or committed to, including status, development schedule, financing sources (both equity and debt capital), Identification of other relationships (and contact information) with sources of equity and debt capital in addition to the financing sources on completed and active projects (20%);
- Demonstrated ability to design, plan and implement a Project that fits into the context and character of Racine and the neighborhood. The quality of the planning and design of residential communities, specifically multi-family and single-family attached developments; demonstrated creative design solutions and experience with community design in dense residential development (10%);
- Demonstrated commitment to meet the intent of the City Plans (5%);
- Evidence of the quality of residential construction and historic residential rehabilitation in the Development Team’s previous projects, including demonstrated expertise in the supervision of construction activities, project completion on schedule and experience with prevailing wage construction (5%);
- Evidence of the ability of the Development Team to effectively communicate with the City, to establish clear lines of responsibility within the Development Team on which the City can rely during negotiations, implementation and completion of the Project (10%); and
- Experience in working with public entities on public/private real estate development projects and the willingness to engage in public outreach efforts to the City and local community (10%).

Members of the Selection Committee will evaluate and score each submittal using the following whole number point scale for scoring: 0 Not Addressed, 1 Poor, 2 Fair, 3 Acceptable, 4 Exceeds Acceptable, 5 Outstanding

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**SUBMISSION REQUIREMENTS & SCHEDULE**

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Responses to include ten (10) collated sets of proposals and one electronic copy in PDF format (on a flash drive) in a sealed container clearly marked on the exterior “Official Notice #19-2016”. The Request for Proposals must be delivered to prior to 10 am on November 10<sup>th</sup> to:

**Kathryn Kasper**  
**City of Racine Purchasing Agent**

730 Washington Avenue, Room 105  
Racine, WI 53403

RDA will provide one tour of the site and building. Written questions about the project will be accepted via email only to [Kathryn.kasper@cityofracine.org](mailto:Kathryn.kasper@cityofracine.org) and RDA will respond in writing through an RFP Addendum. RDA and city staff will be unable to take phone calls and meetings or provide technical assistance to individual development teams during the period between the issuance of the RFP and the due date.

STEP	TARGET DATE
Tour of 615 Marquette Site & Building – 10AM	October 27, 2016
Deadline for RFP related Questions for Addendum	October 28, 2016
RDA issues Addendum	November 4, 2016
RFP Responses Due, prior to 10 AM	November 10, 2016
Committee Reviews Responses and Makes Recommendation to RDA	November 14, 2016
RDA Interview Finalists & Selects Developer	November 21, 2016
RDA Considers Development Agreement with Selected Developer	December 5, 2016
Common Council Considers Agreement with Selected Developer	December 20, 2016

The City Purchasing Agent (or designee) shall act as the city representative in the issuance and administration of this RFP, and shall issue and receive all documents, notices, and correspondence pertaining to this RFP. Such documents, notices, and correspondence not issued by or received by the City Purchasing Agent (or designee) shall be null and void. Any questions regarding this RFP process must be submitted via e-mail to: Kathryn Kasper, Purchasing Agent, [Kathryn.kasper@cityofracine.org](mailto:Kathryn.kasper@cityofracine.org).

No other employee or representative of the City of Racine is authorized to interpret any portion of this RFP or give information as to the requirements of this Request for Proposals in addition to that contained in or amended to this written RFP document. Developers responding to the RFP are instructed not to contact any other city department or employee regarding this RFP. Any unauthorized contact regarding this RFP to any City employee or official may be cause for rejection of proposals, at the sole discretion of the City. Answers to questions from any respondent will be provided to all Developers. No verbal or written information, which is obtained other than through this Request for Proposals or its addenda, shall be binding on the City of Racine. Developers are expected to raise any questions, exceptions, or additions they have concerning this RFP document as soon as possible during the process.

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## CONDITIONS AND AGREEMENTS

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**Right of Rejection:** The RDA reserves the right to reject any or all proposals, any portion of a proposal or to accept the proposal considered most advantageous to the RDA following final negotiations, evaluations and review.

**Negotiations:** This is a negotiated procurement. Negotiation is a procedure that includes the receipt of proposal from offerers, permits bargaining, and usually affords an opportunity to revise offers before award of a contract.

Bargaining, in the sense of discussion, persuasion, alteration of initial assumption and positions may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. Award may be made on the basis of the original proposal without negotiations with any offer.

**Proposals to be Firm:** Respondents certify that prices, terms and conditions in the proposals will be firm for acceptance for a period of 6 months from the date of opening unless otherwise stated by RDA.

**Instructions to Vendors:** Thoroughly examine the scope of work, schedule, instructions and all other solicitation documents. Make all investigations necessary to be familiar with conditions that affect the proposal, such as but not limited to, facilities for delivery of material and equipment. No pleas of ignorance by the respondents as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of the RDA or changing the compensation due.

**By submission of a proposal:** You certify that you are a duly qualified, capable, and otherwise bondable business entity. You affirm that any response has not included any preparation in collusion with any other respondent, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

**Contact Person:** The City Purchasing Agent (or designee) shall act as the city representative in the issuance and administration of this RFP and contract, and shall issue and receive all documents, notices, and correspondence pertaining to this RFP. Such documents, notices, and correspondence not issued by or received by the City Purchasing Agent (or designee) shall be null and void. Any questions regarding this RFP process must be submitted via e-mail to: Kathryn Kasper, Purchasing Agent [kathryn.kasper@cityofracine.org](mailto:kathryn.kasper@cityofracine.org), 262-636-9143

**No other employee or representative of the City of Racine is authorized to interpret any portion of this RFP or give information as to the requirements of this Request for Proposals in addition to that contained in or amended to this written RFP document. Respondents are instructed not to contact any other city department or employee regarding this RFP. Any unauthorized contact regarding this RFP to any City employee or official may be cause for rejection of proposals, at the sole discretion of the City.**

Questions will be answered via e-mail within three working days. Final date for questions is listed in the Calendar of Events. Answers to questions from any respondent will be provided to all respondent on the vendor list. No verbal or written information, which is obtained other than through this Request for Proposals or its addenda, shall be binding on the City of Racine. Vendors are expected to raise any questions, exceptions, or additions they have concerning this RFP document as soon as possible during the process.

**Errors or Omissions:** If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

The RDA reserves the right to permit cure of, or waive any informality, any irregularities or technicalities contained in any proposal submitted, at the sole discretion of the RDA, provided such waiver does not substantially change the offer or provide a competitive advantage to any other vendor.

**Exceptions:** Respondents are urged to review all RFP documents, including the statement of intent, requirements and evaluation process prior to submitting a response. If a respondent has any objections to the statement of work, specifications, requirements or evaluation process they are urged to submit a written notification prior to the last day for questions as indicated in the Calendar of Events. By submitting a proposal the respondent is indicating their acceptance of the specifications, requirements and evaluation process and will have no standing to protest the specifications, requirements or evaluation process.

**Addenda:** Changes to this RFP will be made only by formal, written addendum issued by the City of Racine's Purchasing Division. When possible, any such addendum will be electronically mailed to all known respondents, otherwise other transmittal arrangements will be made. Any and all addenda issued as part of this RFP shall become part of the specifications of this RFP and will be made part of the contract. It is the vendors' responsibility to check and assure receipt of any and all addendums.

**Responsibility:** A response may be rejected if a respondent fails to meet any one of the following qualifications:

- **Financial and Organizational Capacity:** Factors to be considered include, but are not limited to, assets, liabilities, recent bankruptcies, equipment, facilities, personnel resources and expertise, availability in consideration of other business commitments, or existence of appropriate accounting and auditing procedures for control of property and funds.
- **Legal Authority:** Factors to be considered include authority to do business in the State of Wisconsin, licensing, debarment by the State of Wisconsin or Federal Government due to a prevailing wage violation, OSHA violations, violations of other local, state or Federal law, etc.
- **Integrity:** Factors to be considered include, but are not limited to, criminal indictments or convictions, civil fines and injunctions imposed by governmental agencies, anti-trust investigations, ethical violations, tax delinquencies, debarment by federal, state or local governments, or prior determinations of integrity-related non-responsibility.
- **Previous Contract Performance:** Factors to be considered may include reports of less than satisfactory performance, early contract termination for cause, contract abandonment, court determinations of breach of contract, etc.

**Indemnification & Insurance:** Unless otherwise specified in this Agreement, it is expected that the Developer shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance for each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.