

**DRAFT
COOPERATION AGREEMENT
FOR PREPARATION OF
THE DOWNTOWN PLAN UPDATE FOR
MILWAUKEE, WI**

This Agreement, dated this _____ day of _____, 2008, is entered into by and between the City of Milwaukee ("City"), a municipal corporation, and the Redevelopment Authority of the City of Milwaukee ("RACM"), a public body corporate and politic created and existing under the laws of the State of Wisconsin, and the Business Improvement District #21 ("BID 21").

WITNESSETH:

WHEREAS, the parties have determined that a Downtown Plan Update is needed to build upon the momentum created by the first Downtown plan adopted in 1999 and to guide the future development of the Downtown of the City of Milwaukee; and

WHEREAS, the parties have determined the scope of work to be completed, methods to be used, products to result, and likely costs associated with the Plan Update; and

WHEREAS, the City, by Common Council Resolution File No. 071125, adopted January 15, 2008 (attached as Exhibit A), has authorized the proper City officers to execute this Agreement on the City's behalf and provided funds for the City's portion of the cost; and

WHEREAS, RACM, by Resolution No. _____, adopted January 17, 2008, has approved this Agreement and authorized the proper RACM officers to execute this Agreement on RACM's behalf.

NOW, THEREFORE, the parties for good and sufficient consideration as herein expressed, agree as follows:

**ARTICLE I
CITY ACTIVITIES**

- A. The City, through the Commissioner of City Development ("Commissioner") or his designee, shall assist RACM in the performance of its responsibilities under this Agreement. The Commissioner or his designee shall complete the reviews and approvals described in Article II.B. promptly so as not to delay the progress of these activities.

- B. The City shall provide funds to pay for a portion of the Area Plan preparation described in Article II of this Agreement, in an amount not to exceed \$50,000. The City's funds shall be advanced to RACM for its costs that will be incurred, upon receipt by the City of an executed copy of this Agreement.

**ARTICLE II
RACM ACTIVITIES**

- A. RACM, through its Executive Director, shall manage the preparation of the Plan Update including the following tasks:
 - 1. Convene a Contract Management Team composed of RACM staff and City staff designated by the Commissioner and representatives of the other outside parties to provide technical assistance in the tasks that follow.
 - 2. Solicit and retain consultants qualified to complete preparation of the Plan Update based on the consultants' responses to the "Request for Proposals", which is attached as Exhibit B.

As used herein, the term *consultants* refer both to an individual consulting firm and/or to a team composed of several firms.

- B. RACM, through its Executive Director or his designee, shall maintain close communication with the Commissioner and the representatives designated by the other parties and shall obtain their review and approval of the consultants to be retained, the consultants' contract, and the final documentation of the plan ("deliverables"). RACM shall not cease or suspend work on the activities under this Agreement without first receiving the approval of the other parties to this Agreement.

**ARTICLE III
BID #21 ACTIVITIES**

- A. The BID 21 agrees to assist in the preparation of the Plan Update by:
 - 1. Maintaining, through its Executive Director or his designee, a close liaison with RACM;

2. Providing such data, maps, and relevant studies as exist in its files and are needed by RACM for the preparation of the Plan Update;
 3. Promptly completing the review and approval of reports so as not to delay work in progress; and
 4. Participating with the other parties in the public involvement activities associated with the Plan Update preparation, in particular, with outreach to residents and interested businesses, organizations and institutions.
- B. BID 21 shall provide a portion of the cost of the Plan Update preparation described in Article II of this Agreement in the amount of \$1,000, as well as serve as the fiscal agent for the Plan Update. The fiscal agent is responsible for the collection of outside party donations and deliverance to RACM upon receipt of an invoice from RACM in a mutually acceptable format.

ARTICLE IV TIME OF PERFORMANCE

The parties shall attempt to complete the activities described herein on or before August 31, 2008. The time of performance under this Agreement may be extended by mutual consent of the parties hereto.

ARTICLE V RECORD KEEPING AND RECORD ACCESS

- A. Complete and accurate financial books and records accounting for the use and expenditure of City resources are to be kept. Such books and records shall be maintained in accordance with generally accepted accounting principles (GAAP) and shall be sufficient to facilitate an audit or examination by an independent certified public accountant.
- B. The City Comptroller or any duly authorized representatives and agents of the City shall have the right to examine, inspect, transcribe and audit at any time during normal business hours, and upon reasonable notice, all books, records, maps, plans, financial statements, and all other documents related to compliance with this Agreement, whether in paper, electronic or other form. It is the responsibility of RACM to produce the materials requested.

**ARTICLE VI
NOTICES**

Any written notices regarding this Agreement shall be sent to:

A. For RACM:

Mr. Dave Misky
Assistant- Executive Director
Redevelopment Authority of the City of Milwaukee
809 North Broadway, P.O. Box 324
Milwaukee, WI 53201

B. For the City:

Mr. Rocky Marcoux
Commissioner
Department of City Development
809 North Broadway, P.O. Box 324
Milwaukee, WI 53201

C. For BID 21:

Ms. Beth Nicols, Executive Director
600 East Wells Street
Milwaukee, WI 53202

**ARTICLE VII
EXHIBITS**

The following exhibits are incorporated herein and made a part hereof:

Exhibit A: Common Council Resolution File No. 071125, adopted Jan 15, 2008

Exhibit B: Request for Proposals – Downtown Plan Update

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

By _____
Tom Barrett, Mayor

By _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

By _____
W. Martin Morics, Comptroller

IN THE PRESENCE OF:

**REDEVELOPMENT AUTHORITY OF
THE CITY OF MILWAUKEE**

By _____
Kathryn West, Chair

By _____
Dave Misky, Assistant- Executive

Director

IN THE PRESENCE OF:

Business Improvement District #21

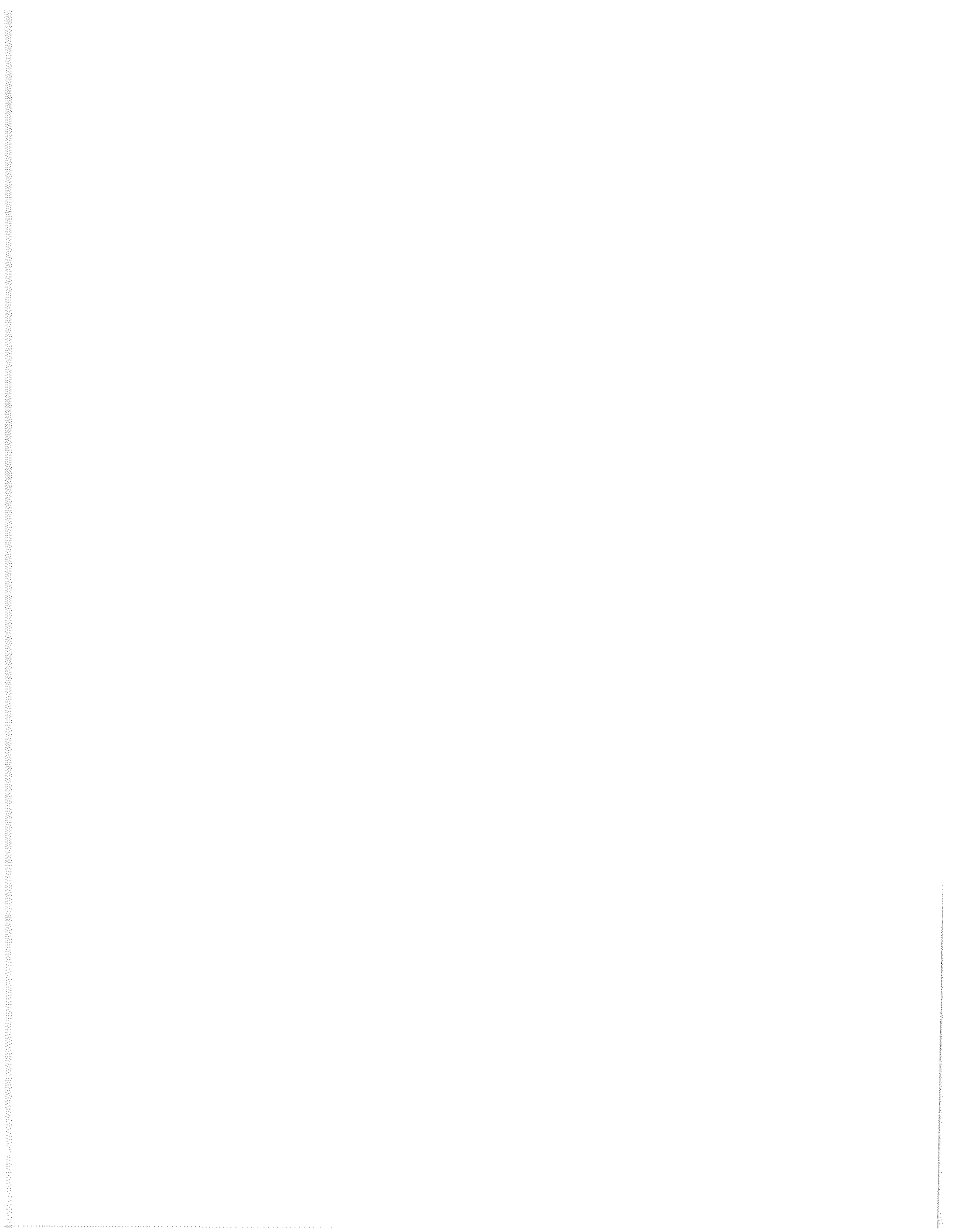
By _____
Beth Nicols, Executive Director

Approved as to Content
Dated _____

Approved as to Form and Execution
Dated _____

Assistant City Attorney

Assistant City Attorney



..Number
071125
..Version
ORIGINAL
..Reference
040565
..Sponsor
ALD. BAUMAN
..Title

Resolution relating to amending the Downtown Plan, in the 3rd, 4th and 6th Aldermanic Districts, and appropriating \$50,000 from the 2008 Advance Planning Fund for this purpose.

..Analysis

This resolution acknowledges that the required Update Report on the Downtown Plan has been submitted by DCD; authorizes and directs DCD to prepare an amendment to the Downtown Plan; transfers \$50,000 in funds from the 2008 Advance Planning Fund into a Subaccount to fund the preparation of the amendment to the Downtown Plan; and provides authority for the proper City officials to enter into contracts or agreements including, but not limited to, a Cooperation Agreement between the City, the Redevelopment Authority and BID No. 21 to accomplish the preparation of the amendment to the Downtown Plan.

..Body

Whereas, The 1999 State of Wisconsin Act 9 (the Biennial Budget Act) required that the City of Milwaukee ("City") prepare a Comprehensive Plan by 2010; and

Whereas, Comprehensive Area Plans for specific areas of the City are components of the Comprehensive Plan; and

Whereas, In 1999, the City Plan Commission adopted the Downtown Plan ("Plan") as the official guide for downtown development including the identification of 13 catalytic projects; and

Whereas, Such catalytic projects have been implemented or are in progress; and

Whereas, The Department of City Development ("DCD") in its Update Report, a copy of which is attached to this Common Council File, is recommending that an update, formally known as an amendment, be developed to build on the momentum of the 1999 Downtown Plan and identify new catalytic projects and strategic initiatives; and

Whereas, On September 21, 2004, the Common Council adopted File No. 040565 creating clear procedures for Plan Evaluation, Updates and Amendments; and

Whereas, The area covered by the proposed amendment includes several redevelopment areas established by the Redevelopment Authority of the City of Milwaukee ("Authority") to fulfill its responsibilities pursuant to Section 66.431, Wisconsin Statutes; and

Whereas, Participation in the proposed plan amendment will benefit the Authority by providing guidance for its renewal and blight elimination activities in the planning area as required by Wisconsin Statutes, Sections 66.1333(5)(a)1 and 66.1333(5)(a)2; and

Whereas, The preparation, updating and amending of plans requires technical assistance provided by outside consultants and funds are necessary to provide for such consultant services as well as other planning and implementation related activities; and

Whereas, The preparation of the Downtown Plan Update is estimated to require approximately \$75,000 to \$150,000 of which \$50,000 will come from City funds; and

Whereas, DCD agrees to continue to work with local elected officials and community partners to identify additional private funds to augment City funds designated for the amendment to the Downtown Plan and related planning and

implementation activities; and

Whereas, Business Improvement District No. 21 ("BID No. 21") has agreed to assist in the preparation and funding of the amendment, and act as the Fiscal Agent for the collection of outside, community contributions; and

Whereas, The Authority's participation in the proposed amendment to the Plan will benefit the City by increasing coordination on redevelopment efforts and simplifying contracting and accounting during the preparation of the Plan; and

Whereas, DCD has prepared the required Update Report for Council review; and

Whereas, DCD has prepared a Cooperation Agreement, a copy of which is attached to this Common Council File, between the City, the Authority and BID No. 21, for its assistance in the preparation of the amendment to the Plan; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that DCD is directed to prepare an amendment to the Downtown Plan, including entering into any and all contracts with qualified consultants in accordance with City procedures; and, be it

Further Resolved, That DCD's Commissioner, or designee, or other proper City officials are authorized to enter into said Cooperation Agreement for assistance in the preparation of the amendment to the Plan and representation as the Plan's Fiscal Agent; and, be it

Further Resolved, That the City Comptroller is directed to transfer the amount of \$50,000 from the Advance Planning Fund No. UR01280000 to Subaccount No. UR01280134 established for the preparation of the amendment to the Plan; and, be it

Further Resolved, That the transfer of \$50,000 from the 2008 Advance Planning Fund Parent Account is contingent on the approval of the 2008 budget for the Advance Planning Fund and funds will not be expended until after January 1, 2008.

..Drafter
DCD:AR:ar
11/21/07/A

OFFICIAL NOTICE #57039

**PREPARATION OF THE
DOWNTOWN PLAN UPDATE**

The Department of City Development (DCD) of the City of Milwaukee (the "City"), through the Redevelopment Authority of the City of Milwaukee (RACM), in partnership with the Community Partners ("Partners"), is requesting proposals from qualified firms/individuals (the "Consultant") to prepare a Downtown Plan Update (map with boundaries attached). It is the City's intention that the Update Pan will be adopted as part of the City's Comprehensive Plan.

**The RFP can be found on DCD's web site at the following link:
<http://www.mkedcd.org/RFP>**

Questions regarding this RFP should be addressed to RACM's Contract Compliance Officer, Scott Stange, at 414-286-5727, in writing via email at sstang@milwaukee.gov or to the Redevelopment Authority of the City of Milwaukee, Attn: Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202.

Deadline for questions regarding the RFP are due by 18 day, January, 2008.

Proposals are due 1st day, February, 2008 by 2:00 p.m.

December 14, 2007

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**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE
809 N. Broadway
Milwaukee, Wisconsin 53202**

I. Background

A Plan for the City of Milwaukee's Downtown was first completed in 1999, with the purpose of serving as a policy guide for physical development in this area of the city. Over the past 8 years, the recommendations of the existing plan have been implemented with great success.

Community members and elected officials from the Downtown have asked the City to create an Updated Downtown Plan to build on the momentum created to date. It is the City's intent to facilitate the community's vision and planning efforts.

The City of Milwaukee is in the process of creating a Citywide Policy Plan which will recommend broad policy for the entire city and twelve Area Plans which tailor specific recommendations to smaller geographic areas. The Downtown Plan is one of the City's twelve Area Plans.

The purpose of the Downtown Plan is to evaluate the assets and opportunities of the area in order to guide new development that builds upon its resources. The plan will do so in a context that responds to the area's history, natural areas, and cultural resources, encompassing community planning work that has previously been done as well as planning efforts currently underway.

The organizational structure for the planning process is built on this partnership. The plan update will be prepared through extensive public involvement and guided by two primary groups:

The Contract Management Team (CMT) is the core group that sets the original working budget, schedule, tasks, etc. and manages the contracts with hired consultants. The CMT will meet frequently to carry out the administrative day-to-day activities involved in a comprehensive planning process including, but not limited to: determining a method for and ensuring public participation, drafting of the document, and navigating through the approval process. The CMT will include:

- City Planning Director
- Assistant City Planning Director
- Project Managers
- Hired Consultants
- Funding Partners (or their representatives)

The Plan Advisory Group (PAG) will include representatives who will ultimately be responsible for implementing the plan. The PAG is responsible for making recommendations for public participation, plan development, and plan implementation. The PAG will also be responsible for reviewing the work being produced by the CMT at all major milestones of the planning process. The PAG will consist of approximately 50-100 members including:

- Elected Officials
- CEO's of Major Corporations
- Non-Profit Organizations
- Business Improvement Districts
- Community Development Corporations
- Neighborhood Organizations
- Homeowners, Residents, Business Owners

II. Plan Objectives

The plan will provide a coordinated framework for public and private investment decisions and practical implementation strategies, with emphasis on sustainable and high quality design.

- The plan will create excitement and enhance confidence by providing a comprehensive, collective vision.
- The plan will involve stakeholders of diverse characteristics including race, economic status, age, family type, etc. to ensure broad based planning participation and support during implementation.
- The plan will utilize the existing planning knowledge base by integrating the analysis and recommendations of studies and planning efforts recently conducted/being conducted for the project area.
- The plan will identify area needs, highlight development opportunities, and establish priorities for public investment in transportation, recreational, institutional and cultural assets, including public art.
- The plan will identify catalytic projects to guide and focus investment.
- The plan will provide guidance for balancing residential, commercial and industrial investment and adding long-term value.
- The plan will provide a basis for leveraging and directing long-term investments.
- The plan will identify resources for increasing owner occupancy through new construction and rehab of existing housing and for revitalization of the area's traditional commercial corridors.
- The plan will clearly identify the roles and responsibilities of the various parties involved in implementation.

III. Scope of Services

SEE ATTACHED

IV. List of Items to be provided to Consultant

- Adopted Downtown Plan 1999
- 2004 adopted Public Involvement and Update and Evaluation Procedures
- Recent plans/studies and/or summaries for the project area contained within DC D's Planning Library.
- City land use and zoning base maps.
- Market Analysis
- Topics for Study
- List of the Plan Committee Members

V. Project Requirements

A. Time Frame

Work on this plan update should begin as soon as a contract with the Consultant can be executed. The date for contract completion is 6 months after the contract is executed.

B. Coordination

A staff member from the RACM and/or the City's Department of City Development will coordinate the project. For the purpose of efficiency, RACM prefers that the assigned Consultant be accessible to DCD on a regular and as needed basis. The Consultant and the Department will establish a regular communication format through which RACM can be kept current as to the plan's progress.

C. Products

The Consultant shall provide deliverables and meetings as noted under Tasks One through Seven in the Scope of Services (attached).

All results from this contract will remain the property of the RACM (City of Milwaukee). RACM will have access to all other working papers or information stored on a computer or computer disk of the Consultant concerning this contract; the Consultant should check with RACM prior to destroying any working papers or information stored on a computer or computer disk. The Consultant may release no information about this proposed Plan Update without the RACM's (City's) prior authorization.

VI. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

Consultants responding to this RFP must provide the following information in their proposals. Brevity is encouraged. None of the following should exceed one page in length.

1. Title Page

The title page should include "Request for Proposals, Redevelopment Authority of the City of Milwaukee, Downtown Plan Update, the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

2. Letter of Transmittal

The letter of transmittal should concisely state the Consultant's understanding of the work to be performed. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included.

3. Time and Cost Estimate

The Consultant should provide a time and cost estimate for each project task from this RFP's Scope of Services.

The Consultant must provide an all-inclusive fee not to exceed \$50,000.

4. Documentation of Past Experience and Qualifications

- a) Information about the Consultant's experience in working on similar projects. Information should include project summaries, descriptions of the firm/individual's involvement in the projects, references who can be contacted regarding these projects, the dates the work was performed, whether the office proposed for this contract was the

servicing office, and whether key persons assigned to these projects are still with the firm.

- b) Identification of the specific people/person who would work on the Milwaukee project and a description of their qualifications. If different, the person who would manage the project must be identified.
- c) Current evidence of insurance as follows:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

The Redevelopment Authority shall be named as an additional insured with respect to liability coverage, except for the Errors and Omission policy. The Redevelopment Authority shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage.

RACM reserves the right to request additional clarifying information from prospective Consultants over and above that included in the proposal submissions.

5. Staffing

Key Consultant staff to be assigned to the plan must be identified, along with a description of the tasks and approximate number of hours of involvement of each staff person in the project. Information about any proposed subcontractors and the staff who would work on the project must also be included.

6. DBE/MBE/WBE Participation

The target for this contract is a total combined Emerging Business Enterprise (EBE) rate of 20% (EBE - as certified by the City of Milwaukee).

B. Selection of Consultant

The Department of City Development with its community partners will evaluate proposals and assign points to each proposal using the following criteria:

- Experience and success in preparing area plans (a maximum of 10 points);
- Experience with Public Participation Techniques (a maximum of 25 points);
- Experience of the individual(s) proposed to be assigned to this project (a maximum of 10 points);

- Quality of the sample work included with the proposal (a maximum of 25 points);
- Accessibility to meet with DCD on a regular and as needed basis (a maximum of 10 points);
- All-inclusive project cost (a maximum of 10 points); and
- Emerging Business Enterprise participation (a maximum of 10 points).

C. Contract Format

A fixed price contract will be entered into between the Redevelopment Authority of the City of Milwaukee and the selected Consultant based upon the scope of work defined. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work. A Notice to Proceed will be issued for services required and will include the agreed-upon time for contract completion.

D. Submission Deadline

An original and six copies of the proposal should be submitted to DCD's Bid Desk no later than 2:00 p.m., Friday, February 1, 2008. Late submissions will not be accepted.

Proposals should be mailed or delivered to:
Bid Desk
Department of City Development
809 N. Broadway
Milwaukee, WI 53202-3617

Proposal to be clearly marked: Official Notice #57039 – Downtown Plan Update

E. General RACM (DCD) RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such, whether or not received by the Consultant.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant in preparing a proposal for offer to RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

RACM reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

The Contract Management Team (as described in the Scope of Services under Task 1, Project Initiation) will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in Section VI-B of this RFP. While the Contract Management Team intends to select a Consultant based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

RACM and the Consultant will agree on a performance and payment schedule. The Consultant will submit to RACM invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Consultant's work product and upon acceptance by RACM of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, RACM shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of RACM, become the property of RACM. Notwithstanding the above, the Consultant shall not be relieved of liability to RACM for damages sustained by RACM by virtue of any breach of the contract by the Consultant.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, RACM reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous

RACM reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. RACM will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or RACM has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Consultant agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or subcontractors, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to RACM.

13. Slavery Disclosure

The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics

It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM) that contracts shall not be awarded to any consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

SCOPE OF SERVICE REQUIREMENTS FOR THE DOWNTOWN PLAN UPDATE

Please note: Some of the tasks listed below are initiated and completed entirely by DCD staff. Those projects highlighted in grey are the responsibility of the consultant and should be considered when drafting a response to the RFP.

The essence of the scope of needed consultant services in order of emphasis includes:

- Producing a document which is intended to be used as the main marketing piece for the City of Milwaukee as well as other prominent agencies within the region; therefore, the design and layout will need to be of high quality with dominant graphics and photos
- Facilitating and collecting of Community outreach in structured formats
- Coordinating planning input and data collection from the city staff and contract management team and input derived from community input sessions and meetings.
- Coordinating input from other planning consultants (retail, parking, etc.)

Task 1: Orientation and Start-up

1.1 CMT will conduct a series of Presentations and a Open House to showcase the past successes of the Downtown Plan (1999) and present a short explanation of the Update process and public involvement

1.2 With input from the Contract Management Team (CMT) *{the CMT is made up of DCD staff and representatives from each of its funding partners}*, Project Management Team (PMT) *{the PMT is made up of internal City staff representatives from various departments/divisions}*, and elected officials, DCD will develop a list of potential members for a Plan Advisory Group (PAG) *{the PAG is made up of key stakeholders and elected officials}*

1.3 Consultant will conduct project initiation meeting with the Contract Management Team (CMT) to review the overall work plan, project budget, public participation strategy and timetable

1.4 Based on the project initiation meeting with the CMT, Consultant will prepare a task summary of the scope and responsibilities. The summary will include project goals and objectives; task details and team members associated with each task; budget per task; estimated timetable; and public involvement strategy by task

1.5 DCD will conduct contract negotiations; The Consultant will finalize scope/budget/schedule; DCD and Consultant will sign the contract with the scope/budget/schedule attached

1.6 Consultants will attend a project initiation meeting with the Contract Management Team (CMT) to discuss their desired outcome and expectations and then conduct a meeting with the Plan Advisory Group (PAG) to review the work plan including the project budget and timetable, and discuss the public participation process

Task 2: Analysis (Data)

2.1 DCD will review current plans and studies that relate to the proposed effort and write summaries of each of the reviewed plans/studies; Consultants will review the summaries

2.2 DCD will create digital and paper maps. Consultant will review.

2.3 Maps may include but are not limited to the following:

- Location of the study area within the City of Milwaukee
- Existing Land Use
- Current Zoning
- Program Areas (areas where funding is available for reinvestment and rehabilitation)
- Regulatory Districts (historic districts, renewal districts, catalytic project areas, zoning overlays)
- Service Districts (police, sanitation, fire, school)
- Street Hierarchy/Function/Jurisdiction, traffic count, planned major street improvements, and distance to transportation access points
- Transit (including rider counts at transfer stops), Bike and Pedestrian Routes
- Opportunities for New Development/Redevelopment: clusters of properties that have significant potential for intervention including vacant, city-owned, non-owner occupied and/or tax delinquent properties (2 or more years)
- Rehab Opportunities: clusters of properties that display residential strength including owner-occupied, single family and duplex homes as well as occupied commercial and industrial.

2.4 Consultants will review the market analysis given to them from DCD

Task 3: Analysis (Community Input)

3.1 Consultant will create interview questions in consultation with the Parking Study and Retail Study consultants (separately hired firms by the City and BID)

3.2 Consultant will conduct up to 30 confidential interviews with key stakeholders to determine how current activities may influence future planning efforts and identify issues and opportunities. Interviewees will include representatives from non-profits and other community based organizations, active housing agencies, educational institutions, commercial/business associations, elected office, private industry, etc. Consultant will prepare and submit a summary of the interview responses

3.3 Consultant will conduct small group interviews with Project Management Team Members and prepare a summary of their comments

3.4 DCD will create and conduct a survey and tally the results. DCD will prepare a report summarizing the input

3.5 Consultant will gather input from a variety of stakeholders within 6 targeted focus groups. Focus groups should center around topics of study including historic preservation, retail, transit/parking, zoning, etc. Consultant will develop questions for each of the focus groups and get CMT approval. Consultant will conduct the focus groups. Consultants will prepare and submit a summary of the focus group responses

3.6 Consultant will meet separately with the consultants hired for the Retail Study and Parking Study to share input and information gathered to date

Task 4: Visioning: Community Workshops

- 4.1 The CMT will determine the format for workshop/information sessions for the general public
- 4.2 The CMT will conduct public outreach through invitations to the workshops, media cover, newsletter announcements, etc.
- 4.3 Consultant will prepare a presentation that summarizes the analysis phase tasks and findings and make discussion maps/materials
- 4.4 Consultant will make opening presentation and facilitate the workshops
- 4.5 Consultant will meet with the Parking and Retail Study Consultants to share information gathered

Task 5: Synthesis: Alternatives and Draft Recommendations

- 5.1 Consultant will meet with the CMT to review the results and common priorities established in the workshops. Review meeting will be a full day meeting to direct the focus of the Draft Plan recommendations and create a list of final catalytic projects.
- 5.2 Consultant will draft the Executive Summary and Chapter 5 (Catalytic Projects) —as well as the Appendices. Consultant will identify model examples from around the nation that include similar type of projects and will discuss how these types of Catalytic Projects were planned for, funded, and implemented.
- 5.3 DCD will draft Chapters 1 (Introduction), Chapter 2 (Planning and Public Involvement), 3 (Land Use Recommendations), 4 (District and Corridors).
- 5.4 DCD will submit each chapter (written in Microsoft Word) to the CMT as they become available
- 5.5 CMT will edit one chapter at a time (usually takes 3 weeks per chapter) and then send the final draft text to the consultant for formatting

Task 6: Draft Plan

- 6.1 Consultant will create a completely formatted document including all chapters, maps, graphics, and appendices (if needed). Formatting can be done in Publisher, Word, or In-design. The goal for this document is to be used the main marketing piece for the City of Milwaukee as well as other prominent agencies within the region; therefore, the design and layout will need to be of high quality with dominant graphics and photos.
- 6.2 Consultant will submit the formatted Draft Plan for review by the CMT. Consultant will revise as needed per CMT comments

6.3 Consultant will submit a second complete Draft Plan to the CMT

6.4 DCD will post this version on the DCD website and send out newsletter announcing the availability of the Draft Plan

6.5 The CMT will present the Draft Plan to the PAG for review and comment.

6.6 DCD will create presentation tools for a public open house including sign in sheets, instructions for written comments, large boards containing plan recommendations and illustrations, etc. DCD may ask Consultant to provide digital versions of images found in the Draft Plan.

6.7 The CMT will produce media coverage, announcement and invitation to the Public Open House.

6.8 The CMT will conduct the Public Open House

6.9 DCD will type all comments into a summary document, then prepare Final Draft and Executive Summary as needed

Task 7: Final Plan and Adoption

7.1 Consultant will prepare the Final Draft Plan incorporating any changes needed based CMT revisions.

7.2 Consultant will send an electronic and one paper copy of the Final Draft Plan to DCD

7.3 DCD will conduct final edits and send to the Consultant. Consultant will revise Final Plan as needed and send back an electronic and one paper color copy to DCD

7.4 DCD will prepare the necessary class 1 public hearing notices, write the necessary council resolutions for adoption and conduct the required public hearings for Plan Commission, and Zoning Neighborhood Development Committee before going to the full Council for approval

7.5 DCD will send Consultant any last changes that may have arisen during the adoption cycle and will send consultant the cover for the plan in digital form

7.6 Consultant will revise as needed and send back an electronic copy as well as 35 color printed and bound copies of the Final Plan and 10 CD's

**TECHNICAL REQUIREMENTS
FOR DCD PLANS
PREPARED BY CONSULTANTS**

Requests for exceptions to these requirements must be submitted in writing to the DCD Planning Director or to the Project Manager for the Plan to which these apply.

GENERAL DOCUMENT REQUIREMENTS

Page size

All plans must be formatted for 8.5 x 11 inch paper.

Use of Color

The final plan will be made available to the public in three ways: on DC D's website, on CD, and in print (in black, white and color). While the use of color in the plan is preferred for ease of reading on the web and on CD, the plan text, maps, drawings, charts and other illustrations should, as much as possible, be legible and understandable when printed and copied in black and white.

Software used in the preparation of the plan and all supporting documents

Software compatibility must be evaluated and approved by DCD Planning before commencement of the project. Note that Planning uses only Windows software. General requirements are:

- 1) Microsoft Word (2003 or earlier) for editing drafts of text
- 2) ArcView (9.1 or earlier) or MapInfo (7.5 or earlier) for maps
- 3) Microsoft Excel (2003 or earlier) for all charts
- 4) InDesign CS2 (note: CS2 only -- not earlier versions) or Microsoft Word (2003 or earlier) for Final Draft and Final Plan.

FIRST DRAFT REQUIREMENTS

All write-ups of chapters or sections, the complete preliminary draft, and all successive drafts of text (excluding Final Draft) should be submitted to DCD Planning for staff review and editing in two forms:

- 1) MS Word files of the text in color; and
- 2) Black and white printed copies of the text and all document layouts.

To improve readability and reduce the size of the final document, technical and supporting information for Chapter 2 (Planning Process and Information Gathering) may be organized into one or more appendices.

DCD Planning staff must approve all text, maps, images, and document layouts prior to preparation of the final draft.

Department of City Development staff will design the document cover. The design will be available to the consultant in PDF format for inclusion with the final draft and the final adopted plan.

REQUIREMENTS FOR FINAL DRAFT PREPARED FOR CITY PLAN COMMISSION AND COMMON COUNCIL

The Final Draft prepared for and submitted to the City Plan Commission and Common Council is the assembled set of documents that includes the cover (see above), the complete plan, the executive summary, and all appendices. The Final Draft must be submitted to DCD in three forms:

- 1) One unbound color copy of the Final Draft.
- 2) One bound color copy of the Final Draft
- 3) Adobe PDF files of the complete, assembled set of Final Draft in color on CDs.

FINAL ADOPTED PLAN REQUIREMENTS

Common Council adoption of a plan is required before the document is considered final.

DCD will prepare the final cover dated as of the Council approval date and give the consultant a PDF of the final cover.

DCD will provide the consultant with a certified copy of the resolution adopting the plan. A copy of this resolution is to be inserted between the title page and the table of contents of the plan.

The consultant will make all corrections and changes required as part of the review by the City Plan Commission and review by the Council.

The final adopted plan including the executive summary must be submitted to DCD in three forms:

- 1) Adobe PDF files of the complete, assembled set of final plan documents in color, including the executive summary and all appendices. These files can be given to DCD on CDs or transferred to DCD using DCD's FTP site.
- 2) All computer files used for the preparation of the final plan documents. Files should have self-explanatory names. These files can be given to DCD on CDs or transferred to DCD using DCD's FTP site. Required files include:
 - a. All final images (photographs, drawings, and other illustrations, excluding maps and charts) in .tif or .jpg format at highest quality available (recommended 300 pixels per inch at 100 percent of final print size for general images and 600 pixels per inch at 100 percent of final print size for

detailed images).

- b. All final charts, in Excel format
 - c. All final map files, in ArcView or MapInfo format
 - d. All final InDesign CS2 and Word files including all screen and printer fonts
 - e. All final computer files from any other software used in the preparation of the final documents
- 3) Color copies of the plan document:
- a. 25 color-printed and bound copies
 - b. 75 color CD copies

FORM A

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (RACM)
PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE FOR
PARTICIPATION IN THE RACM EMERGING BUSINESS ENTERPRISE PROGRAM**

Official Notice # _____

Date: _____

The bidder's commitment for EBE participation on this project is ____%.

The **RACM** may reject and disqualify any bid that does not include the Emerging Business Enterprise Program. The **RACM** may reject and disqualify any bid if the contractor fails to consider the "Prime Contractor Provisions for Subcontracting with Emerging Business Enterprises".

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors or material suppliers for such bid.

The undersigned acknowledges, understands, and agrees that submission of a bid shall commit the bidder to comply with the **RACM's** Emerging Business Enterprise Program, which includes DBEs, MBEs, and WBEs, in subcontract work on this contract.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

Company Name

Authorized Signature and Title

Printed Name

STATE OF WISCONSIN, COUNTY OF _____

The above personally came before me this ____ day of (month) _____, (year) _____, and acknowledged that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____

County of _____, Wisconsin

My Commission Expires: _____

Downtown Planning Area Context

Downtown Planning Area:

Square Miles: 1.65
Acres: 1,053.15

Third Ward Planning Area:

Square Miles: 0.48
Acres: 308.98

