

071118



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

December 22, 2008

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a copy of a fully executed duplicate original of Contract No. 08-024 (RA), dated December 19, 2008, between the 30th Street Industrial Corridor Corporation, the Redevelopment Authority of the City of Milwaukee, and the City of Milwaukee. This pertains to the preparation of the Near North Side Area Plan.

Please insert this agreement into Common Council Resolution File No.071118, approved December 11, 2007.

Sincerely,

Scott A. Stange
Compliance Officer
Redevelopment Authority of
the City of Milwaukee

Enclosure

**COOPERATION AGREEMENT
FOR PREPARATION OF
THE NEAR NORTH SIDE AREA PLAN FOR
MILWAUKEE, WI**

**DUPLICATE
ORIGINAL**

This Agreement, dated this 19th day of December, 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 30th Street Industrial Corridor Corporation ("30th Street ICC").

WITNESSETH:

WHEREAS, the parties have determined that an Area Plan is needed to guide the further development of the Near North Side 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 Area Plan; and

WHEREAS, the City, by Common Council Resolution File No. 071118, adopted December 11, 2007, 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. 10044, adopted October 16, 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 a portion of the cost of the Area Plan preparation described in Article II of this Agreement, in an amount of \$75,000. 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 Area Plan 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 parties to this Agreement to provide technical assistance in the tasks that follow.
 2. Solicit and retain consultants qualified to complete preparation of the Area Plan based on the consultants' responses to the "Request for Proposals", which is attached as Exhibit 1.

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 area plan ("deliverables").

**ARTICLE III
RIVERWORKS ECONOMIC DEVELOPMENT CORPORATION ACTIVITIES**

- A. 30th Street ICC agrees to assist in the preparation of the Area Plan by:
1. Maintaining, through its Executive Director or his/her 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 Area Plan;
 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 Area Plan preparation, in particular, with outreach to residents and interested businesses, organizations and institutions.
- B. 30th Street ICC shall be the collector and holder of community partner pledged funds. Funds to an amount of \$75,000 shall be held in a separate trust account set up specifically for the Near North Side Area Plan. Within ten (10) days of receipt of any community partner check, 30th Street ICC shall send RACM a copy of the check and receipt issued. Monthly bank statements shall also be sent to RACM for the duration of the time the account is open.

Upon written request from the Commissioner, 30th Street ICC will send the total community funds, not to exceed \$75,000 to RACM as the community match of the cost of the Area Plan preparation described in Article II of this Agreement. 30th Street ICC will maintain an open account for the purpose of additional funds to be raised, if necessary, for at least twelve (12) months after opening of the account. Upon closing of the account, 30th Street will send a final bank statement showing the balance to be \$0.

ARTICLE IV TIME OF PERFORMANCE

The parties shall attempt to complete the activities described herein on or before December 31, 2009. 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 and community partner pledges 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. David Misky
Assistant Executive Director - Secretary
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 30th Street ICC:

Ms. Brenna Holly
Executive Director
30th Street Industrial Corridor Corporation
3536 W. Fond du Lac Avenue, P.O. Box 16498
Milwaukee, WI 53216

**ARTICLE VII
EXHIBIT**

The following exhibit is incorporated herein and made a part hereof:

Exhibit 1: Request for Proposals – Near North Side Area Plan

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

IN THE PRESENCE OF:

[Signature]

Katherine H. Mollica

CITY OF MILWAUKEE

By [Signature]
Tom Barrett, Mayor

By [Signature]
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

By [Signature] **DEPUTY**
W. Martin Morris, Comptroller TD

IN THE PRESENCE OF:

[Signature]

[Signature]

REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE

By [Signature]
Kathryn M. West, Chair

By [Signature]
Rocky Marcoux, Executive Director

IN THE PRESENCE OF:

[Signature]

30th STREET INDUSTRIAL CORRIDOR
CORPORATION

By [Signature]
Brenna Holly, Executive Director

Approved as to Form and Content
Dated [Signature]
Assistant City Attorney

Approved as to Form and Execution
Dated December 19, 2008
[Signature]
Assistant City Attorney

EXHIBIT NO. 1

OFFICIAL NOTICE #57085

**PREPARATION OF THE
NEAR NORTH SIDE AREA PLAN**

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 the Near North Side Area Plan (map with boundaries attached) with the intention that the plan 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, 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 14th day, November, 2008.

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

October 31, 2008

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

I. Background

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

The purpose of the Near North Side 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 partnerships. The plan 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
- Senior Urban Planner – Project Manager
- 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, economic development, 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

- Recent plans/studies and or summaries for the project area contained within DCD's Planning Library.
- Demographic data for the project area contained within DCD's database.
- City land use and zoning base maps.
- Environmental data that has been generated for sites within the project area.

V. Project Requirements

A. Time Frame

Work on this study should begin as soon as a contract with the Consultant can be executed. The tentative date for contract completion is December 31st, 2009, after the contract is executed. If this timeline is judged to be unreasonable, the Consultant should suggest a different completion date and explain the rationale.

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, the RACM (City) 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 the RACM (City) 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 Eight in the Scope of Services (attached).

All results (including work in progress) from this contract will remain the property of the RACM (City of Milwaukee). The RACM (City) 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 the RACM (City) prior to destroying any working papers or information stored on a computer or computer disk. The Consultant may release no information about this proposed comprehensive Area Plan 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 Proposal #57085, Redevelopment Authority of the City of Milwaukee, Near North Side Area Plan, and 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 \$100,000.

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 Professional Liability policy. The Redevelopment Authority shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage.

The RACM (City) 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. Emerging Business Enterprise (EBE) Participation

The target for this contract is a total combined EBE participation 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 urbanized area plans (a maximum of 25 points);
- Experience of the individual(s) proposed to be assigned to this project (a maximum of 20 points);
- Accessibility to meet with DCD on a regular and as needed basis (a maximum of 20 points);
- Experience with Public Participation Techniques (a maximum of 10 points);
- All-inclusive project cost (a maximum of 10 points);
- EBE Business participation (a maximum of 10 points).
- Quality of the sample work included with the proposal (a maximum of 5 points);and

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

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be sent in writing **no later than November 14, 2008**. Questions raised after **November 14, 2008** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet at www.mkedcd.org/RFP in the form of an addendum to this RFP by **November 18, 2008**.

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

Proposals should be mailed or delivered to:

Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617

Proposal to be clearly marked: Official Notice **#57085** – Near North Side Area Plan

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 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. The RACM (City) will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

The RACM (City) and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the RACM (City) 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 the RACM (City) 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, the RACM (City) 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 the RACM (City), become the property of the RACM (City). Notwithstanding the above, the Consultant shall not be relieved of liability to the RACM (City) for damages sustained by the RACM (City) 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, the RACM (City) reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous

The RACM (City of Milwaukee) 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. The RACM (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM (City of Milwaukee) 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 NEAR NORTH SIDE AREA PLAN

Please note: Some of the tasks listed below are initiated and completed entirely by DCD.

Task 1: Orientation and Start-up

1.1 Consultant will conduct project initiation meeting with the Contract Management Team (CMT) *{the CMT is made up of DCD staff and representatives from each of its funding partners}* to review the overall work plan, project budget, public participation strategy and timetable

1.2 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

1.3 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

1.4 Consultants will conduct project initiation meeting with the Plan Advisory Group (PAG) *{the PAG is made up of local residents, stakeholders and elected officials}* to review the work plan including the project budget and timetable, and discuss the public participation process

Task 2: Analysis (Data)

(Key services for Task 2 are assessment and inventory of the plan area, which includes data gathering, creating a demographic and statistical profile of the plan area, identifications of districts and corridors based upon commonalities.)

2.1 DCD will review current plans, studies, and other innovative ideas or concepts 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 for the CMT members and consultant to review. Maps will include 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.

2.3 Consultants will identify approximately 5-8 national and/or local examples of model development projects, innovative design solutions, and/or implementation strategies that could apply to the plan area. These national and/or local examples and implementation strategies will be included into the final plan document.

Consultant will write up a one page summary sheet for each model project including:

- Context of project site
- Impetus for the project
- Action taken
- Outcome of the project
- Illustrations of project and its impacts
- Potential for the Milwaukee area being planned

Task 3: Market Analysis

(Key services for the market analysis are an economic assessment and inventory of the plan areas, which includes focus groups, information gathering pertaining to strengthening of districts and corridors, and identification of economic gaps and opportunities.) Please note: a market analysis of the 30th Street Industrial Corridor will be conducted separately by DCD; it is assumed the Near North plan market analysis will complement this study.

- 3.1 Schedule and conduct an initiation market analysis meeting with city staff and community partners in economic development.
- 3.2 Schedule and conduct a tour of the residential, commercial, and industrial land uses within the project area with city staff and the community partners in economic development. (This task may be combined with Task 3.1).
- 3.3 Review current trends and conditions, analyze supply and demand, review the quality and quantity of existing housing, commercial, and industrial uses, and identify the advantages and disadvantages of the plan area for new and re-development.
- 3.4 Examine the housing needs of the population and explore different housing types to address these needs.
- 3.5 Conduct a focus group of developers, brokers, and lenders to discuss real estate and development potential and impediments.
- 3.6 Identify opportunity sites within the plan area and determine where and what types of investment and development will most likely be long-term economically successful.

Task 4: Analysis (Community Input)

(Key services for Task 4 are conducting broad public outreach, getting ideas and strategies from key stakeholders as well as grass roots input into the plan.)

- 4.1 Consultant will conduct confidential interviews with area plan aldermen and key stakeholders to determine how current activities may influence future planning efforts and identify issues and

opportunities. Interviewees can include representatives from non-profits and other community-based organizations, active housing agencies, educational institutions, commercial/business associations, elected office, private industry, etc.

4.2 Consultants will conduct small group interviews with CMT and Project Management Team Members.

4.3 DCD will revise the Image Preference and Household Surveys including the ranking and note taking sheets.

4.4 DCD will conduct both surveys for the PAG and solicit their input. DCD will make revisions as necessary based on PAG comments.

4.5 DCD and CMT members will administer the surveys in public participation events that occur over a period of approximately 3 months. DCD and CMT members will administer the surveys, engage participants in discussions about development and design preferences for the neighborhood, and record comments

4.6 DCD will tally the image rankings and based on the results of the surveys including the discussion notes, prepare a report and presentation summarizing the household information and neighborhood preferences for development

4.7 Consultant will gather input from a variety of stakeholders within 3 small, targeted focus groups. Focus groups should center around topics including housing, neighborhood retail, industry, open space, etc. Consultant will develop questions for each of the three focus groups and get CMT approval. Consultant will schedule and conduct the focus groups. Consultants will prepare and submit a summary of the focus group responses. Stakeholder and focus groups may include PAG, CMT, or PMT members.

4.8 Consultant will prepare a 4-5 page summary report that identifies findings based on national trends, market conditions for the project area, surveys, stakeholder interviews and focus groups.

4.9 Consultant will prepare digital and paper maps and other graphics depicting findings of the analysis.

Task 5: Visioning: Community Workshops

(Key services for Task 5 are facilitating public workshops or charrettes that generate workable ideas for improvement of districts, corridors, and catalytic projects within the plan area. This becomes the basis for the plan policies and development strategies.)

5.1 The CMT will determine the format for workshop/information sessions for the general public.

5.2 The CMT will conduct public outreach through invitations to the workshops, media cover, newsletter announcements, etc.

5.3 Consultant will prepare a Power Point presentation that summarizes the analysis phase tasks and findings and make discussion maps and other materials for each table.

5.4 Consultant will test the presentation on the PAG including a description of the upcoming workshops and receive feedback.

5.5 Consultant will make opening Power Point presentation and facilitate the workshops. A total of two public workshops will be held at locations convenient to plan area residents.

5.6 As a follow-up to the workshops, Consultant will prepare a 4-5 page summary report that can be posted on DCD's web site for additional follow-up and comment by the public.

Task 6: Synthesis: Alternatives and Draft Recommendations

(Key services for task 6 are interpreting results from the workshops, adding it to the analysis and other inputs to the plan, and developing key recommendations for districts, corridors, and catalytic projects.)

6.1 Consultant will meet with the CMT to review the results and common priorities established in the workshops. Review meeting will either be a several day mini-charette or a series of afternoon sessions over the course of two or three weeks, to direct the focus of the Draft Plan recommendations and create a list of final catalytic projects.

6.2 DCD will draft chapters 1 (Introduction), 2 (Planning Process and Information Gathering)—as well as the Appendices.

6.3 Consultant will draft Chapters 3, (Land Use Recommendations), 4 (District and Corridors, and 5 (Catalytic Projects).

6.4 DCD will submit each chapter (written in Microsoft Word) to the CMT as they become available.

6.5 CMT will edit one chapter at a time (not to exceed 3 weeks per chapter) and then send the final draft text to the consultant for formatting.

Task 7: Draft Plan

(Key services for Task 7 are desktop publishing, formatting or text, and graphics; proofreading for correctness and clarity.)

7.1 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

7.2 Consultant will submit the formatted Draft Plan for review by the CMT. Consultant will revise as needed per CMT comments

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

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

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

7.6 DCD will create presentation tools for two public open houses 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.

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

7.8 The CMT will conduct two Public Open Houses

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

Task 8: Final Plan and Adoption

(Key services for Task 8 are revisions to text and graphics; production and presentation of final version of plan document.)

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

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

8.3 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

8.4 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

8.5 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

8.6 Consultant will revise as needed and send back an electronic copy as well as 25 color- printed and bound copies of the Final Plan.

- 1) **One printed color copy of the Final Draft.**
- 2) **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 must be submitted to Planning staff 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, Word, PageMaker, and Publisher 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 final plan document:
 - a. 5-color printed and bound copies
 - b. 5 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 # 57085

Date: _____

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

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: _____

Map 1: Near North Side Planning Area Context

Near North Side
Comprehensive Plan Boundary



