



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission
NIDC

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

October 13, 2005

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

Dear Mr. Leonhardt:

Enclosed is a fully executed original of a Cooperation Agreement for Preparation of the Northwest Side Area Plan for Milwaukee, WI, identified as Contract No. 05-091 (RA), dated October 6, 2005, between the Redevelopment Authority of the City of Milwaukee and Historic Granville Corporation.

Please insert this agreement into Common Council Resolution File No. 041371, adopted February 22, 2005.

Sincerely,

RM
Rocky Marcoux
Executive Director-Secretary
Redevelopment Authority
of the City of Milwaukee

Enclosure

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

This Agreement, dated this 6th day of Oct-, 2005, is entered into by and between the City of Milwaukee ("City"), a municipal corporation, 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 Historic Granville Corporation ("Historic Granville").

WITNESSETH:

WHEREAS, the parties have determined that an Area Plan is needed to guide the further development of the Northwest 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. 041371, adopted February 22, 2005 (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. 9746, adopted August 18, 2005, 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 up to one-half of the cost of the Area Plan preparation described in Article II of this Agreement, in an amount not to exceed \$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, including a market study, based on the consultants' responses to the "Request for Proposals", which are 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 area 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 HISTORIC GRANVILLE ACTIVITIES

- A. The Historic Granville agrees to assist in the preparation of the guidelines 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 Area Plan;

**ARTICLE VI
NOTICES**

Any written notices regarding this Agreement shall be sent to:

A. For RACM:

Mr. Joel Brennan, Assistant 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 Historic Granville:

Mr. Gary Mohn, Executive Director
Historic Granville Corporation
9301 N. 76th Street
Milwaukee, WI 53223

**ARTICLE VII
EXHIBITS**

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

- Exhibit A: Common Council Resolution File No. 041371, adopted February 22, 2005.
- Exhibit B: Request for Proposals – Northwest Side Area Plan and Market Study
- Exhibit C: RACM Resolution No. 9746, adopted August 18, 2005.

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

IN THE PRESENCE OF:

Kimberly Rhoads

Katherine H. Mollica

CITY OF MILWAUKEE

By Tom Barrett
Tom Barrett, Mayor

By Ronald D. Leonhardt
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

By Michael J. Moros DEPUTY
W. Martin Moros, Comptroller

IN THE PRESENCE OF:

Karen D. Underwood

Theodora S. Benis

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE

By Kenneth Johnson
Kenneth Johnson, Chair

By Rocky Marcoux
Rocky Marcoux, Executive Director

IN THE PRESENCE OF:

Maria Daniels

HISTORIC GRANVILLE CORPORATION

By Gary Mohn
Gary Mohn, Executive Director,
Alvin Hill, President

Approved as to Content
Dated 9/7/05

[Signature]
Assistant City Attorney
Deputy

Approved as to Form and Execution
Dated 10/6/05

[Signature]
Assistant City Attorney
Deputy

City of Milwaukee

Office of the City Clerk

200 E. Wells Street
Milwaukee, Wisconsin 53202

Certified Copy of Resolution

FILE NO: 041371

Resolution authorizing and directing a transfer of funds from the Capital Improvements Advance Planning Fund to subaccounts for the preparation of the Northwest Side, Southeast Side and Northeast Side Comprehensive Area Plans in Aldermanic Districts 1, 2, 3, 5, 6, 9, 12 and 14 as well as for Economic Studies and Special Engineering and Technical Studies in various aldermanic districts. (DCD)

Whereas, 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, The Department of City Development ("DCD") continues work on residential and commercial analysis as well as land use policy development; and

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

Whereas, Preparation of an Area Plan requires approximately \$150,000 of which \$75,000 comes from City funds; and

Whereas, On November 3, 2004, the Common Council adopted three resolutions (File Nos. 040963, 040953 and 040958) authorizing the transfer of initial funding for the preparation of the Northwest Side, Southeast Side and Northeast Side Comprehensive Area Plans with the intent to provide additional funds from the 2005 Capital Improvements Advance Planning Fund; and

Whereas, It is the intent of DCD to seek additional funds from the 2006 Capital Improvements Advance Planning Fund to complete the City's portion of funding for the Northeast Side Area Plan; 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 updating of the Area Plans; and

Whereas, DCD continues to execute various economic and technical studies requested by various parties; and

Whereas, Two standard subaccounts have been established to fund these studies; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is authorized and directed to transfer \$37,500 from the Capital Improvements Advance Planning Fund into Comprehensive Plan Subaccount No. UR01280129, \$37,500 from the Capital Improvements Advance Planning Fund into Comprehensive Plan Subaccount No. UR01280128 and \$25,000 from the Capital Improvements Advance Planning Fund into Comprehensive Plan Subaccount No. UR01280130 for said Area Plans and also transfer \$40,000 from the Capital Improvements Advance Planning Fund into two subaccounts, \$20,000 into Economic Studies Subaccount No. UR01280028 and \$20,000 into Special Engineering and Technical Studies Subaccount No. UR01280041, for various technical and economic planning activities throughout 2005; and, be it

Further Resolved, That the appropriate City staff are authorized and directed to begin preparation of Comprehensive Area Plans for the Northwest Side, Southeast Side and Northeast Side of the City; and, be it

Further Resolved, That DCD is authorized and directed to enter into such contracts and agreements as necessary to accomplish the development of said Area Plans and various special studies.



I, Ronald D. Leonhardt, City Clerk, do hereby certify that the foregoing is a true and correct copy of a(n) Resolution passed by the COMMON COUNCIL of the City of Milwaukee, Wisconsin on February 22, 2005.

Ronald D. Leonhardt

Ronald D. Leonhardt
City Clerk

March 10, 2005

Date Certified

REQUEST FOR PROPOSAL

**OFFICIAL NOTICE #5553
Preparation of the Northwest
Side Area Plan**

**Contact Person: Marge Schissler @ 414-286-5891
mschis@hacm.org**

**CLOSING DATE:
MONDAY, OCTOBER 10, 2005**

**REDEVELOPMENT AUTHORITY
OF THE
CITY OF MILWAUKEE**

EXHIBIT "B"

Notice #5553
Request for Proposals
Preparation of the
Northwest 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 a Northwest Side Area Plan (map with boundaries attached). It is the City's intention that the plan will be adopted as part of the City's Comprehensive Plan.

I. Background

A plan for the City of Milwaukee's Northwest Side was first completed in 1981 and updated in 1988, with the purpose of serving as a policy guide for physical development in this area of the city. Over the past 17 years, the recommendations of the existing plan have become obsolete as the characteristics, demographics and needs of the Northwest Side have changed and continue to change. Community members and elected officials from the Northwest Side have asked the City to create a new Northwest Side Area Plan, giving priority to the rapidly changing landscape. 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 Northwest Side Plan is one of the City's twelve Area Plans.

The purpose of the Northwest 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 this partnership. 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)

- Environmental data that has been generated for sites within the project area.
- Market Analysis

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 18 months 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 Seven in the Scope of Services (attached).

All results 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 #5553, Redevelopment Authority of the City of Milwaukee, Northwest Side Area Plan, 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.

6. DBE/MBE/WBE Participation

The target for this contract is a total combined DBE/MBE/WBE participation rate of 20% (DBE/Disadvantaged Business Enterprise, MBE/ Minority Business Enterprise, and WBE/ Women Business Enterprise, 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 15 points);
- Experience with Public Participation Techniques (a maximum of 30 points);
- Experience of the individual(s) proposed to be assigned to this project (a maximum of 20 points);
- Quality of the sample work included with the proposal (a maximum of 5 points);
- Accessibility to meet with DCD on a regular and as needed basis (a maximum of 15 points);
- All-inclusive project cost (a maximum of 10 points); and
- Minority, Women and Disadvantaged Business participation (a maximum of 5 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

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Marge Schissler. Questions must be sent in writing **no later than September 26, 2005**. Questions raised after September 26, 2005 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 September 30, 2005

An original and six copies of the proposal should be submitted to DCD's Bid Desk no later than 4:00 p.m., Monday, October 10, 2005. 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 #5553 – Northwest Side Area Plan

E. General RACM (DCD) RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Marge Schissler, Procurement Officer, Department of City Development, P. O. BOX 324, MILWAUKEE, WI 53201 or submitted by email to mschis@hacm.org. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be summarized in the form of an addendum to the RFP, which will be on file in the offices of the RACM (Department of City Development) at least seven days before closing of Requests for Proposals. Addenda will be mailed to each Consultant. If you received your RFP from the Internet you will be responsible for picking up any addenda on the Internet. All such addenda shall become a part of the contract, and all Consultants shall be bound by such addenda, 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 the RACM (City) 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

The RACM (City) 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

SCOPE OF SERVICE REQUIREMENTS FOR THE NORTHWEST SIDE AREA PLAN

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

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 With input from the CMT and Project Management Team (PMT) *(the PMT is made up of internal City staff representatives from various departments/divisions)*, DCD will develop a list of potential members for a Plan Advisory Group (PAG)

1.5 Consultants will conduct project initiation meeting with the Plan Advisory Group (PAG) *(the PAG is made up of key 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)

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 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)

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 for each table
- 4.4 Consultant will test the presentation on the PAG including a description of the upcoming workshops
- 4.5 Consultant will make opening presentation and facilitate the workshops

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 several day mini-charette to direct the focus of the Draft Plan recommendations and create a list of final catalytic projects.
- 5.2 Consultant will draft chapters 1 (Introduction), 2 (Planning Process and Information Gathering)—as well as the Appendices.
- 5.3 DCD will draft Chapters 3, (Land Use Recommendations), 4 (District and Corridors, and 5 (Catalytic Projects).
- 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, Quark or In-design
- 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

RFP TECHNICAL REQUIREMENTS FOR DCD PLANS

Requests for exceptions to these requirements must be submitted in writing to the Planning Director.

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 DCD's website, on CD, and printed in black and white. 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 Planning before commencement of the project. Note that Planning uses only Windows software. General requirements are:

- 1) Microsoft Word (or compatible) for early drafts of text
- 2) ArcView (version 8.3 or earlier) or MapInfo (version 7.5 or earlier) for maps
- 3) Microsoft Excel (or compatible) for all charts
- 4) QuarkXPress version 5, InDesign version 2, PageMaker version 7.0, Word 2000, or Publisher 2000 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 Planning for staff review and editing in two forms:

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

To improve readability and reduce reproduction costs, Chapter 1 (Introduction) and Chapter 2 (Planning Process and Information Gathering) should be kept brief, with all technical and other supportive information organized into one or more appendices.

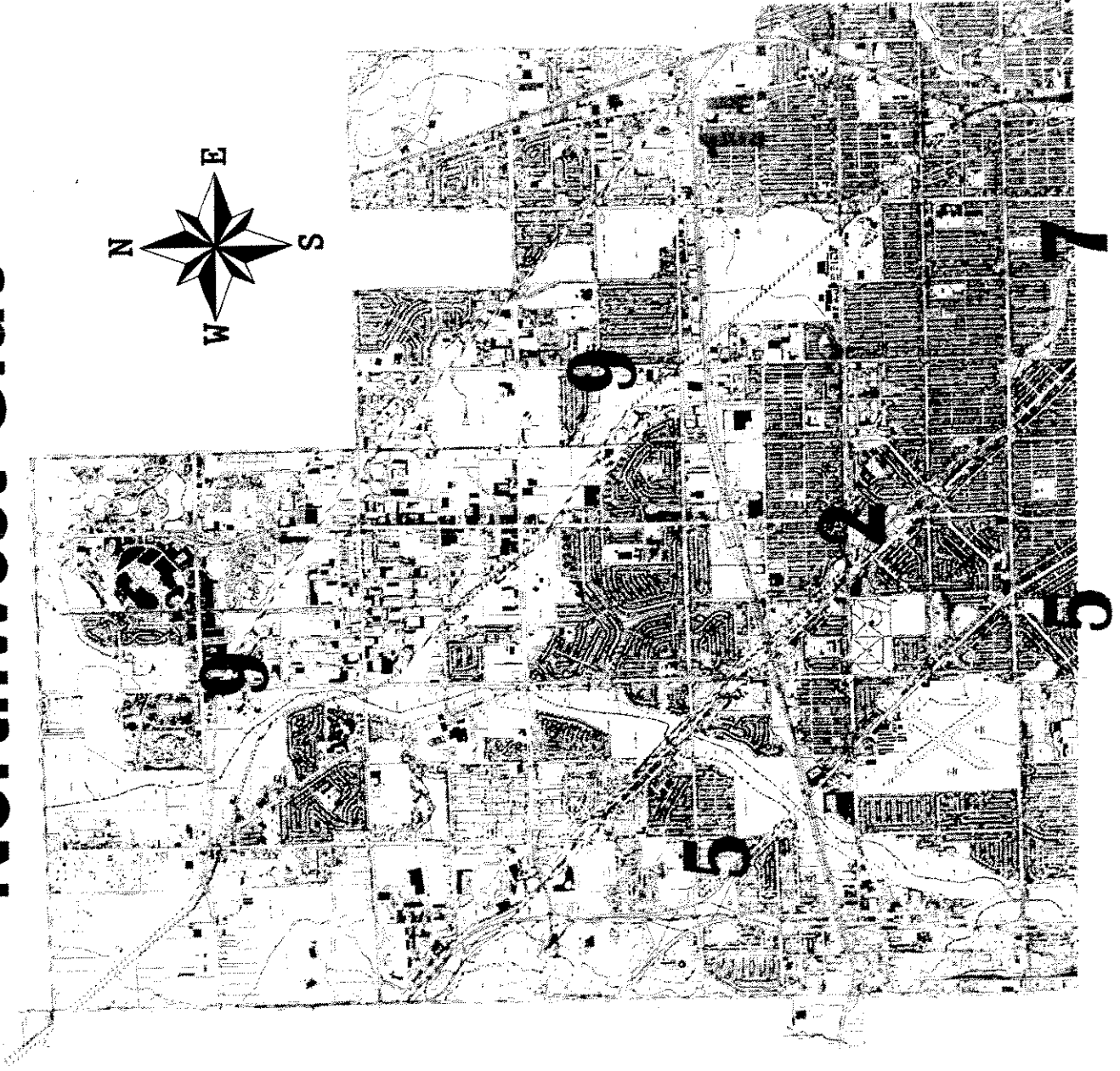
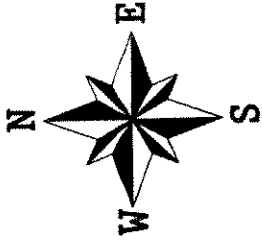
Planning staff must approve all text, maps, images, and document layouts prior to preparation of the final draft.

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 Planning in two forms:

Northwest Side



**REQUEST FOR PROPOSALS
FOR MARKET STUDY SERVICES
OFFICIAL NOTICE #5554**

Proposals Due: Monday, October 10, 2005 @ 4 pm central time

*Contact Person for this RFP:
Marge Schissler: email to mschis@hacm.org
(414) 286-5891*

**REDEVELOPMENT AUTHORITY
OF THE
CITY OF MILWAUKEE**

The successful vendor is to submit to RACM or DCD as appropriate, prior to or at the time of execution of the contract for a specific study, a Performance Bond and Payment Bond in an amount equal to 100% of the study contract price. These bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power of Attorney for the attorney-in-fact. The Performance Bond and the Payment Bond must be submitted as separate instruments. Each Performance Bond shall also cover all work required under the guarantee provisions of each study contract.

B. INSURANCE

The Successful vendor will provide the required insurance coverage before commencement of study. Insurance companies or available office reinsurance should preferably be an A. M. Best rating of A or better. The successful vendor must meet the required insurance within one week after award for a specific study. (Note: Vendor's coverage must include coverage of all subcontractors). Insurance requirements are 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 (Errors and Omissions)	\$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.

C. AMERICANS WITH DISABILITIES ACT

The Successful contractor must agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 USC, s. 1201, et. seq.

IV. PROPOSAL FORMAT

In order to simplify the review process and to obtain the maximum degree of comparability, proposals should be organized in the following manner. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

G. COSTS

In this section proposer should include a list of standard unit rates that the firm will charge the City during the duration of the contract for:

- Labor (include personnel titles and hourly rates)
- Office equipment and shipping (including photocopy and phone charges)

All overhead rates must be included in the cost estimates provided to the Redevelopment Authority of the City of Milwaukee.

The successful contractor will be expected to honor the costs identified in this RFP for the duration of the contract, unless modified by mutual agreement in writing.

V. EVALUATION CRITERIA

RACM will use specific criteria for evaluating proposals to perform these services. The evaluation will assign points to each response in a number of categories which are discussed below:

- A. **COST (Expenses)**
(0-30 Points) – A maximum of 30 points will be assigned to cost, defined as cost per hourly compensation for proponent's personnel assigned to project. Cost of personnel who will be assigned to do the following tasks: Trend and Conditions Analysis, Supply and Demand Research, Focus Group Meeting, Identification of location and types of investments that would most likely be successful. Also include all pertinent support costs, including 10 copies of the final report in black & white.
- B. **QUALIFICATIONS AND EXPERIENCE**
(0-60 Points) – A maximum of 60 points will be assigned to the proponent's qualifications and experience in undertaking studies similar to this engagement. The description of the proponent's qualifications, including letters of reference, the pertinence of similar work cited in the proposal and work samples will be key elements in evaluating proponent's qualifications and experience.
- C. **EMERGING BUSINESS ENTERPRISE**
(0-10 Points) – The involvement of certified Emerging Business Enterprises (EBE's) in this project is strongly encouraged. The target for this contract is a 20% participation rate of an Emerging Business Enterprise as certified by the City of Milwaukee.

4. Rejection of Proposals

The RACM (City) 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 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.

Redevelopment Authority of the City of Milwaukee

Resolution No.: 9746
Adopted on: August 18, 2005
Aldermanic District: various

Resolution approving a cooperation agreement for the preparation of the Northwest Side Area Plan.

Whereas, On February 22, 2005, the Common Council of the City of Milwaukee adopted Resolution File No. 041371 authorizing and directing the Department of City Development to prepare an Area Plan for the Northwest Side and provide funding for the plan; and

Whereas, Resolution File No. 041371 authorized the Department of City Development to enter into such contracts and agreements as necessary to accomplish the development of the NW Side Area Plan; and

Whereas, The area covered by the proposed Area Plan includes several redevelopment areas established by the Redevelopment Authority pursuant to sec. 66.431, Wisconsin Statutes; and

Whereas, Participation in the proposed area plan will benefit the Authority by providing guidance for its activities in the planning area; and

Whereas, The Authority's participation in the proposed Area Plan will benefit the City, and other community organizations by simplifying contracting and accounting during the preparation of the plan; now, therefore, be it

Resolved, By the Redevelopment Authority of the City of Milwaukee that the proper officials of the Authority are authorized and directed to enter into cooperation agreement, consistent with the terms outlined in the Cooperation Agreement attached to this resolution, with the City of Milwaukee and with the Historic Granville for the Authority's participation in the preparation of the Northwest Side Area Plan;

Further Resolved, That the proper officials of the Authority are authorized and directed to enter into any other such contracts and agreements necessary to accomplish the development of said Area Plan.

CERTIFICATION

I certify that the forgoing is a true and exact copy of a resolution adopted by the Redevelopment Authority of the City of Milwaukee, WI on the date set forth above.

(seal)

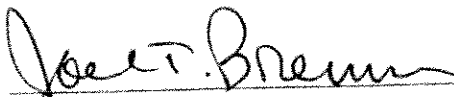

Joel T. Brennan
Assistant Executive Director-Secretary

EXHIBIT "C"