

OFFICIAL NOTICE #57340

**PREPARATION OF THE
RESTORATION AND DESIGN PLAN OF THE GRAND TRUNK WETLAND**

The Department of City Development (DCD) of the City of Milwaukee (the "City"), through the Redevelopment Authority of the City of Milwaukee (RACM), is requesting proposals from qualified firms/individuals (the "Consultant") to prepare a Restoration and Design Plan of the Wetland located on the former Grand Trunk Railroad yard.

The RFP can be found on DCD's web site at the following link:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this RFP should be addressed to RACM's Procurement and Contract Compliance Manager, Scott Stange, in writing via email at sstang@milwaukee.gov

Deadline for questions regarding the RFP are due by October 4, 2012.

Proposals are due October 12, 2012 by 11:00 a.m.

September 21, 2012

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

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 University of Wisconsin Milwaukee’s School of Freshwater Sciences (SFS) and Scholl of Architecture and Urban Planning (SARUP) (collectively hereinafter “Partners”), is requesting proposals from qualified firms/individuals (the “Consultant”) to prepare a Restoration and Design Plan of the Wetland located on the former Grand Trunk Railroad yard.

I. Background

The Milwaukee estuary, at the confluence of the Milwaukee, Menomonee, and Kinnickinnic Rivers, played a central role in the history of the Milwaukee area. When Europeans first came to the area, they found 10,000 acres of wetlands. This landscape was utilized by European immigrants and their descendents who founded industries in the river valleys that fed and served the world. Many companies that have defined the industrial character of Milwaukee located major facilities in and adjacent to the estuary. In the process, though, they dramatically changed the landscape, filling wetlands, digging canals, armoring river banks and even relocating the mouth of the Milwaukee River, to serve industrial needs. Over time, due to changes in economy, technology and globalization, many of these mighty industries moved to other locations or became obsolete, leaving behind a rust belt landscape of brownfields, blight, and large parcels of land that lay unused or marginally used for years and even decades. In the current era of Milwaukee’s history, Milwaukee is rediscovering its past as the basis for creating a vibrant and sustainable future. RACM played a key role in recovering land for both natural and commercial purposes.

Recently, the Milwaukee Board of Harbor Commissioners decided to reserve the land on the former Grand Trunk Railroad site for restoration of a Wisconsin Department of Natural Resources (WDNR) designated wetland as a community resource.

Now we are focusing on restoring the last remaining 6.5 acres of the original 10,000 acres of wetland in Milwaukee Estuary. The wetland is on a former Grand Trunk railroad yard currently owned by the Port of Milwaukee, a City of Milwaukee Department. It is about one-half of a mile from the original mouth of the Milwaukee River and connected to the existing Kinnickinnic River. A map from 1835 superimposed on the site shows the area was classified as a wetland at the dawn of European settlement. Soil borings on the site, including where surface water can be found now, show “grey to green organic silt to clay with variable amounts of shell fragments, peat, and fine sand” extending down for 50 feet. This was not only a wetland, but the depth of the shell fragments indicates that it was likely a coastal wetland with a direct hydrologic relationship to Lake Michigan.

Not only can the wetlands be restored, but possibly they could be restored as a coastal wetland with particular interest as a “seiche wetland.” Seiche wetlands are the freshwater equivalent of a salt water tidal marsh. This project is preserving our last opportunity to get back the only remaining remnant of these coastal seiche-influenced wetlands. Milwaukee doesn’t have any other coastal wetlands, not anymore, and this is the last chance to really protect and enhance this valuable resource.

The overall mission of this project is to restore a Port of Milwaukee-owned wetland on the former Grand Trunk site as habitat and a community resource in a manner that respects surrounding port and industrial uses. The project will reconnect at least part of the wetland east of S. Marina Dr. to a reconfigured creek/boat slip west of S. Marina Dr. The project will be guided by a multi-agency Contract Management Group.

II. Plan Objectives

The objectives of this Restoration and Design Plan of the Wetland located on the former Grand Trunk Railroad yard are as follows:

- Enhance fish habitat between Lake Michigan and the Milwaukee Estuary tributaries. By replacing two non-functioning culverts, managing vegetation, reestablishing native soil surfaces, and removing fill along the intervening ditched waterway to achieve former elevations, the project will vastly improve fish habitat, especially for northern Pike.
- Restore native plants. Vegetation will be managed by removing invasive plants such as Phragmites and planting native species appropriate for wet prairie, sedge meadow and emergent wetlands.
- Create habitat. In addition to providing shelter for migrating birds and animals in general, all habitat areas will be designed to include hibernacula for the threatened Butler's garter snake, thought to be the last of this species in the estuary.
- Improve freshwater science education field access. The educational component started when a class at the School of Freshwater Sciences planned the project concept. Faculty will continue to be involved and direct student work.
- The concept calls for involving local volunteers and Milwaukee school children to participate in monitoring of the project.

III. Scope of Services

In general terms, in developing the "Economic Development Master Plan," the Consultant will be expected to provide products and services related to the attached Scope of Services.

IV. List of Items to be provided to Consultant

See attached Scope of Services

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

For this project RACM will informally partner with:

- Port of Milwaukee
- UWM-School of Freshwater Sciences (UWM-SFS)
- UWM-School of Architecture and Urban Planning (UWM-SARUP)
- Gillen & Co.
- Milwaukee River Keepers

C. Products

The Consultant shall provide services and deliverables as noted under Tasks One Through Twelve in the Scope of Services (attached), including but not limited to the following:

1. Concept plan (drawing) of all proposed changes and outcomes on the site
2. Action plan to accomplish the outcomes.
3. Landscape plans and profiles including grading plan, environments/habitats.
4. Cost estimates
5. Report on evaluation measures for baseline conditions and future evaluations
6. A legal tool for preserving the wetland such as a deed restriction
7. Information necessary to seek DNR permits: [list]
8. Information necessary to apply for a federal GLRI grant [list]

All results (including work in progress) from this contract will remain the property of RACM/DCD. RACM/DCD 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/DCD 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 prior authorization from RACM/DCD.

D. Insurance - 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 RACM shall be named as an additional insured with respect to liability coverage, except for the Professional Liability policy. The RACM shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage.

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

E. Contract Format

A fixed price contract will be entered into between RACM 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.

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 #57340, **Restoration and Design Plan of the Grand Trunk Wetland**, 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 describe the Consultant's understanding of the work to be performed. Explain the team's integrated approach and how this will benefit the process and final Restoration and Design Plan. 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 cost proposal, including fees and reimbursables (e.g. travel) in an amount not to exceed \$50,000. The successful Consultant shall be expected to honor the cost proposal identified in their proposal for the duration of the contract, unless modified by mutual agreement in writing.

4. Documentation of Past Experience and Qualifications

Explain the Consultant team's planning process, and how it will develop innovative, diverse and practical recommendations.

Provide 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 for 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 and available to work on this project.

Provide a sample of work demonstrating the writing and editing ability of key consultant staff assigned to the project. This sample should be included with the submission and preferably provided on a CD (though paper versions will still be accepted).

5. Staffing

The Consultant must identify the specific people/person who would manage this project and a description of their experience and qualifications. Identify the person who would manage the project.

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.

If the Consultant proposes to use subcontractors for this project, subcontractors must be identified. Provide the following information about proposed subcontractors: Company name, name of contact, title of contact, telephone number. All subcontractors must be approved by the City of Milwaukee.

6. Minority/Women/Small Business Enterprise (MWSBE) Program Participation

The goal for this contract is a total combined Small Business Enterprise (SBE) participation rate of 18% of the total dollars expended on this Contract. SBE's must be certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee go to the following link, click on the "MBE/WBE Business Directory" and then click on "Search for Certified Firms":

<http://city.milwaukee.gov/osbd>

Proposers must complete and submit with their proposal Form A, as referenced in the Table of Contents (Attachment A).

B. Selection of Consultant

After screening proposals for completeness and project cost; the RACM/DCD Staff along with its community partners will evaluate proposals and assign points to each proposal based on the following criteria:

- Consultant's understanding, experience and success in preparing plans and designs for wetland restoration projects (a maximum of 25 points);
- Quality of the description of the proposed products and methods (a maximum of 25 points);
- Ability to meet with DCD on a regular and as needed basis (a maximum of 10 points);
- Experience with public participation techniques especially working with a broad range of stakeholders. (a maximum of 15 points);
- SBE Business participation (a maximum of 15 points)
- Quality of one sample work product a link to which is included with the proposal (a maximum of 10 points);

C. 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 October 4, 2012**. Questions raised **after October 4, 2012**, will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by **October 5, 2012**:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent.

An original and seven copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., October 12, 2012**. 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 #57340 – Restoration and Design Plan of the Grand Trunk Wetland**

D. General RACM 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 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 will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

The RACM and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the 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 the 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, the 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 the RACM, become the property of the RACM. Notwithstanding the above, the Consultant shall not be relieved of liability to the RACM for damages sustained by the 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, RACM 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 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 SERVICES

Overview

The overall mission of this project is to restore a Port of Milwaukee-owned wetland on the former Grand Trunk Railroad yard site as habitat and a community resource in a manner that respects surrounding port and industrial uses. The project will reconnect at least part of the wetland east of S. Marina Dr. to a reconfigured creek/boat slip west of S. Marina Dr. The project will be guided by a multi-agency partnership team and include substantial involvement of UWM students.

Please see the last section of this scope of services for additional background information on the project. Maps of the project area are attached.

Products

1. Final concept plan (drawing) of the site
2. Preliminary design of all landscape features in plan and profile including grading plan, habitats, civil improvements
3. Action or work plan to accomplish the final concept plan and preliminary design
4. Approximate cost estimates
5. Report on evaluation measures for baseline conditions and future evaluations
6. Recommended legal tool for preserving the wetland such as a deed restriction
7. Information necessary to apply for a federal GLRI grant [list]
8. Remedial Action Plan for contaminated soil
9. State and federal permitting requirements

Abbreviations and terms

City – City of Milwaukee’s Department of City Development

Consultant – The firm being solicited to provide services and products described in this RFP.

DNR – Wisconsin Department of Natural Resources

NOAA – National Oceanic and Atmospheric Administration

RFP – Request for Proposal

Port – the Port of Milwaukee and Board of Harbor Commissioners

SARUP – University of Wisconsin - Milwaukee School of Urban Planning and Architecture

SFS – University of Wisconsin - Milwaukee School of Freshwater Sciences

Inputs

1. "The Southeast Side Comprehensive Area Plan." Section 4.7 District 7: Kinnickinnic River is on pp. 135 - 136 of the plan. Section 5.3 Catalytic Project Area #3: Kinnickinnic River Area is on pp. 162 - 173. The plan can be found at

<http://city.milwaukee.gov/Plansandstudies/Southeast.htm> On p. 167 Map Locator #4 states, "Maintain and protect existing natural water and habitat resources and river frontages on Solvay Coke and Grand Trunk Properties."

2. The wetland boundary digital file delineated on May 8, 2012 and surveyed on May 15, 2012 and accompanying SEWRPC documents
3. A topographic map digital file of the site and environs.
4. SFS students' research from their 2011-2012 winter interim class: Northern Pike Habitat Restoration, Flow Velocities and Erosion, Plant Restoration, and Food Web Dynamics
5. Soil Analytic Results, Grand Trunk Site, Figure 7, Giles Engineering Associates, Inc., 12-04-03.
6. Gillen plans
7. UWM faculty and student plans for visitor facilities and coordination with surrounding land uses and facilities (to be prepared.)

Tasks

Task 1. Data collection and analysis

1. Analyze elevations of Lake Michigan water levels: historic, current, and expected, including an understanding of underground water flow. Getting elevations correct will be vital to the function of the planned seiche-influenced wetland.
2. Describe existing environmental conditions in terms of measures identified in the evaluation task. These include, but are not limited to: hydrology, soils, flora, and fauna using secondary sources and field investigations. These might include: amount of water and flow in creek at various locations, ground water flows, plant species and quantities, number of wildlife sightings, number of fish in creek, and spawned fish. Consultant may draw on student help as available.
3. Map bulkheads and property lines along creek, confirming with surveying as necessary.
4. Investigate cultural resources and archaeology.
5. Consult with DNR on threatened and endangered resources.

6. Document and understand site soil contamination conditions from previous analyses.
7. Other information necessary for the plan.

Task 2. Public involvement

Present at and participate in discussion at meetings of the partnership team arranged by the City. The partnership team includes the City, the Port, SFS, SARUP, Gillen & Co, DNR, Riverkeepers, and the consultant. (City retains legal responsibilities as the party to the contract resulting from this RFP.)

1. Kick off meeting (goals and methods)
2. Data collection findings
3. Draft plans
4. Final plan

Present and participate in discussion at meetings of the project advisory group / public meeting arranged by the City:

5. Goals of the project
6. Reality check at the 3/4 mark

Task 3. Conceptual planning.

1. Recommend the extent of and nature of each kind of habitat sub-area.
2. Recommend location of where removed material will be placed or otherwise disposed of.
3. Seek consent. Although the conceptual plan, by nature, needs to be a little broad, it's vital that the partnership team and plan advisory group have informed consent of the plan.

Task 4. Preliminary design

1. For each habitat sub-area, recommend a preliminary design and actions necessary to accomplish the desired habitat, including,
 - 1.1 Wetland vegetation cover type
 - 1.2 Appropriate water budget
 - 1.3 Grading, including water depth above the low water level
 - 1.4 Removal of unwanted material
 - 1.5 Base treatments
 - 1.6 Plant removal
 - 1.7 Plant treatment
 - 1.8 Soil replenishment

- 1.9 Planting and early maintenance
 - 1.10 Structural improvements, such as culverts, bridges, water control features
2. Prepare plans and profiles of all natural features, plantings, described to the nearest foot.
 3. Prepare plans and profiles showing location and size of all site improvements.
 4. Estimate project costs based on unit costs.

Task 5. Remedial Action Plan

Prepare a remedial action plan for contaminated soils. The site has been documented to have an area of Benzo (a) Pyrene soil impacts above 88 micrograms per kilogram (ug/kg or parts per billion), the concentration limit for non-industrial site-specific risk analysis, and an area above the DNR suggested direct-contact industrial residual contaminant level of 200 ug/kg. See Soil Analytic Results, Grand Trunk Site, Figure 7, Giles Engineering Associates, Inc., 12-04-03.

Task 6. Preliminary design of public access, education, and context

After the habitat restoration concept is well along, work with SARUP faculty and students to prepare a preliminary design that incorporates the human aspects of the project. Revise the plans as necessary. This task is supported by a \$30,000 grant from the Wisconsin Coastal Management Program and is split evenly between the consultant and SARUP. It's an opportunity to involve the next generation in sustainable development planning and design, and is an explicit component of the grant.

- 1.1. On-site public access facilities such as boardwalks, observation area, parking area, gathering area, shelter, and signs
- 1.2. Connections to related off-site trails
- 1.3. An on-site educational program
- 1.4. Project periphery treatments that improve the safety and security of visitors and surrounding properties, and enhance the experience of the wetland for human visitors such as terminated vistas
- 1.5. Integration with land use, design, and landscaping/stormwater considerations on surrounding properties

Estimate project costs based on unit costs.

Task 7. Ex ante project evaluation including metrics that demonstrate progress towards the project's goals

Tasks 7 and 8 essentially call for a design memo. Measures described in the memo will be used for benchmarking existing conditions in Task 1. The same measures memo will be used under a different contract to determine the effectiveness of the project after it is constructed. Measuring progress is a key element of future project funding.

- Importance and applicability to NOAA goals. Provide information on the potential of the project to restore, protect, conserve or enhance coastal habitat resulting in direct ecological benefits. This includes:
 - Measurable gains towards achieving delisting of fish and wildlife habitat-related beneficial use impairments. Those impairments include loss of fish and wildlife habitat, degradation of fish and wildlife populations, and degradation of benthos in Areas of Concern as indicated in the Great Lakes Restoration Initiative Action Plan. The project should include a description of the quantifiable targets that have been set and how the proposed project will contribute to those targets.
 - Significance of the project in its area of impact or amount of restored habitat in context with the local environment.
 - Tangible results that tie back to relevant NOAA performance measures such as acres, stream miles, and tonnage.
 - The extent to which the project is an Area of Concern priority based on specific restoration goals, publicly vetted plans such as the State II RAP documents.)
- Technical and Scientific merit. Provide information on how technically sound, innovative, or both the project's methods are, including:
 - Completely describe the restoration objectives
 - A realistic implementation plan so that is likely to be fully achievable within 18-24 months, including the ability to yield minimum monitoring data.
 - The overall technical feasibility of the project from an ecological and engineering perspective including whether the proposed approach is technically sound, safe, and uses appropriate methods and personnel.
 - The extent to which the project can measure progress towards project goals using pre- and post-monitoring within the 18-24 months.
 - The degree to which the project features self-sustaining restoration techniques or includes long-term management of the restored wetland.
 - The degree to which the land owner has provided assurance of support and dedication to protecting the project for its useful life such as a letter of support, conservation of easement, or significant financial investment.
- Project costs. Provide information on the project's costs, including:
 - Appropriate budget breakdown and justification of federal and any non-federal shares by object class as listed on form SF-424A. How the need

- for equipment is tied to achieving on-the-ground habitat restoration and evaluation of lease vs. buy.
 - Demonstration that significant benefit will be generated for a reasonable cost.
 - Anticipated leveraged funds
- Outreach and education
 - How the project provides a focused and effective education and outreach strategy, including:
 - Information dissemination, project partners, and potential to encourage future restoration and protection of coastal habitats.

Task 8. Ex post evaluation plan including metrics that can demonstrate actual progress towards the project's goals

- Document how multi-spectral imagery and on-ground monitoring will be used to create a baseline and follow-up imaging will be used to document the success of implemented activities.
- Coordinate with SFS and WDNR and local conservation organizations to help conduct bird and vegetation, fishery-use and wildlife surveys of the wetland restoration project area.
- Write a report to document intended outcomes and outputs, and will include sections on: wetland management and restoration activities; waterway improvements, acres of habitat restoration; threatened or endangered species benefited, and enhanced public use.
- Write a plan for maintaining the wetland once the creek and overall wetland is restored. We've discussed using the site for educational purposes. We plan to use academic resources to continue to monitor the site and provide some maintenance.

Task 9. Identify state and federal permit requirement for the project.

Background information on the project

1. Description of the organization

This request for proposals is made by the Redevelopment Authority of the City of Milwaukee (RACM). It is an independent corporation founded in 1958.

RACM's mission is to eliminate blighting conditions that inhibit neighborhood reinvestment, to foster and promote business expansion and job creation, and to facilitate new business and housing development.

RACM relies upon the Department of City Development for the professional, technical and administrative support necessary to carry out its mission. RACM's board members are appointed by the Mayor and confirmed by the Common Council.

For this project RACM will informally partner with

- Port of Milwaukee
- UWM-School of Freshwater Sciences (UWM-SFS)
- UWM-School of Architecture and Urban Planning (UWM-SARUP)
- Gillen & Co.
- Milwaukee River Keepers

2. Context (need/purpose)

The Milwaukee estuary, at the confluence of the Milwaukee, Menomonee, and Kinnickinnic Rivers, played a central role in the history of the Milwaukee area. When Europeans first came to the area, they found 10,000 acres of wetlands. American Indian settlements in and around the estuary supported themselves by hunting, fishing and gathering wild rice. This landscape was utilized by European immigrants and their descendents who founded industries in the river valleys that fed and served the world. Many companies that have defined the industrial character of Milwaukee located major facilities in and adjacent to the estuary. In the process, though, they dramatically changed the landscape, filling wetlands, digging canals, armoring river banks and even relocating the mouth of the Milwaukee River, to serve industrial needs. Over time, due to changes in economy, technology and globalization, many of these mighty industries moved to other locations or became obsolete, leaving behind a rust belt landscape of brownfields, blight, and large parcels of land that lay unused or marginally used for years and even decades.

In the current era of Milwaukee's history, Milwaukee is rediscovering its past as the basis for creating a vibrant and sustainable future. RACM played a key role in recovering land for both natural and commercial purposes. The Milwaukee 7 Water Council is has become an important economic development strategy. Milwaukee's rivers have become settings for natural science education and appreciation.

Now we are focusing on restoring the last remaining 6.5 acres of the original 10,000 acres of wetland in Milwaukee Estuary. The wetland is on a former Grand Trunk railroad yard currently owned by the Port of Milwaukee, a City of Milwaukee department. It is about one-half mile from the original mouth of the Milwaukee River and connected to the existing Kinnickinnic River. A map from 1835 superimposed on the site shows the area was classified as a wetland at the dawn of European settlement. Soil borings on the site, including where surface water can be found now, show "grey to green organic silt to clay with variable amounts of shell fragments, peat, and fine sand" extending down for 50 feet. This was not only a wetland, but the depth

of the shell fragments indicates that it was likely a coastal wetland with a direct hydrologic relationship to Lake Michigan.

Recently, the Milwaukee Board of Harbor Commissioners decided to reserve the land on the former Grand Trunk Railroad site for restoration of a Wisconsin Department of Natural Resources (WDNR) designated wetland as a community resource. Not only can the wetlands be restored, but possibly they could be restored as a coastal wetland with particular interest as a "seiche wetland." Seiche wetlands are the freshwater equivalent of a salt water tidal marsh. As water cyclically sloshes back and forth in Lake Michigan, its elevation changes routinely as little as a centimeter to as much as three meters in extreme cases. Seiches can be readily seen in the Kinnickinnic River where even casual observers have said they've seen the river flowing backwards.

This project is preserving our last opportunity to get back the only remaining remnant of these coastal seiche-influenced wetlands. Milwaukee doesn't have any other coastal wetlands, not anymore, and this is the last chance to really protect and enhance this valuable resource.

Project objectives

The project seeks to:

- Enhance fish habitat between Lake Michigan and the Milwaukee Estuary tributaries. By replacing two non-functioning culverts, managing vegetation, reestablishing native soil surfaces, and removing fill along the intervening ditched waterway to achieve former elevations, the project will vastly improve fish habitat, especially for northern Pike.
- Restore native plants. Vegetation will be managed by removing invasive plants such as *Phragmites* and planting native species appropriate for wet prairie, sedge meadow and emergent wetlands.
- Create habitat. In addition to providing shelter for migrating birds and animals in general, all habitat areas will be designed to include hibernacula for the threatened Butler's garter snake, thought to be the last of this species in the estuary.
- Improve freshwater science education field access. The educational component started when a class at the School of Freshwater Sciences planned the project concept. Faculty will continue to be involved and direct student work.
- The concept calls for involving local volunteers and Milwaukee school children to participate in monitoring of the project.

Project description

This project would restore a nameless creek that connects the Milwaukee Estuary and Lake Michigan to a badly degraded 6.5 acre wetland that is the only remnant of what was once 10,000 acres of wetlands in the highly industrialized estuary and inner harbor area of the city of Milwaukee. The project integrates the restoration of both the wetland and the creek by planning for both, but would restore only the creek under this grant.

Upon successful completion of this grant, we would seek funding to finish the project by implementing the restoration design of the wetland itself.

Existing conditions: The wetland is about 0.6 km south of the original Milwaukee River mouth where 19th century maps indicate it was a marshy part of the original Milwaukee River Estuary, which was mostly marsh. Soil cores indicate a long history of being part of the original estuary, and, despite being surrounded by past and present industrial users, soil and sediment testing has indicated that there are minor issues contamination.

Filling of the former estuary at the shared mouth of the Kinnickinnic, Milwaukee and Menominee Rivers eliminated 10,000 acres of former estuarine wetlands, except for the small remnant wetland in this project. The wetland has groundwater exchange with the estuary and surface water exchange due to Lake Michigan seiche effects. There is also a pond that serves as breeding site for several amphibians. However, seiche influence to the wetland and creek is severely limited, as well as the creek's flow continuity, because of deadfall tree and debris blockage, and an undersized culvert. This impacts use and access by both aquatic organisms and other wildlife.

Even in its current degraded state the wetland harbors fish, turtles, Butler's garter snake (a WI threatened species), a beaver, and water-associated birds such as black-crowned and great blue herons. The primary objective of the project is to enhance the habitat for wildlife.

Phasing: The project as proposed is divided into two phases. This will result in immediate habitat improvement and benefit creek use.

- 1) This RFP: Planning and preliminary design (plans and profiles of sufficient detail to estimate costs) of the overall wetland project, including the creek;
- 2) Not This RFP: Final design (contractor drawings), restoration and construction of the connecting creek;
- 3) This RFP: Review and integrate work being done by the UWM School of Architecture and Urban Planning on: planning access, an educational component, and site boundary treatments.

A later proposal, phase 3, will complete the remaining overall wetland restoration and construction of access facilities.

Phase 1 – A site plan for habitat restoration will be prepared for phases 2 and 3 to insure continuity between the two. The design for phase 2 will be sufficiently detailed to address all technical and cost issues.

- Identify removal of invasive, exotic species, replacement with native grasses, sedges, trees and shrubs.
- Design the culvert replacement, restoration of the riparian buffer zone, and all other elements of the creek rehabilitation strategy.

- Address naming the now nameless waterway.

Phase 2 - Creek construction (including final design and contractor drawings) will re-connect the creek that drains the wetland and rehabilitate its channel. A key objective is to allow access through surface water routes for diverse animals (including sport fish such as Northern Pike) for spawning, foraging, and rest; and, consequently, allow land visitors a unique glimpse of an historical, Great Lakes freshwater estuary. A key objective is to provide Lake Michigan fish with coastal habitat and spawning areas by restoring the flow of water between a small tributary and wetland very near its shoreline. Reconnecting the existing wetland remnant to the Milwaukee Estuary and Lake Michigan will be accomplished by replacing two plugged/collapsed culverts and removing fill that is now obstructing fish passage into the remnant wetland. Another key objective is to restore habitat by replacing riparian invasive wetland plants with natives and refurbishing the creek's substrate and aquatic vegetation. As an added benefit to the project, there will be opportunities for local volunteer groups to participate in the restoration and interact with restoration scientists.

Phase 3 – Overall wetland restoration is not part of this letter of interest and will seek additional funding upon completion of the first two phases.

Project timeline

Phase 1: Planning and preliminary design (plans and profiles of sufficient detail to estimate costs): Nine months

Phase 2: Final design (contractor drawings), restoration and construction of the connecting waterway only: One year

Partners

- The project manager is Michael J. Maierle, Strategic Planning Manager in the Department of City Development.
- The UWM School of Freshwater Sciences brings expertise in the Great Lakes, biology, and wetland restoration. John A. Janssen and Jerry L. Kaster will be the faculty leaders and have done previous studies and led class projects on the site.
- UW-M School of Architecture and Urban Planning bring additional planning and design expertise led by James H. Wasley and Larry P. Witzling

Partners and other organizations critical to achieving success and how the project works with them

- The Redevelopment Authority of the City of Milwaukee is working in partnership with the Port of Milwaukee, UWM-SFS, and UWM-SARUP. SFS students have already contributed data, initial inventory, and restoration strategies for this site. SARUP's Institute for Ecological Design's "Milwaukee's Inner Harbor Project" has focused several classes on the larger Inner Harbor area.

- We have been awarded a Wisconsin Coastal Management Program grant to complement the habitat restoration work. We will seek Great Lakes Restoration funding to complete the third phase of the project upon successful completion of the first two phases.
- The project is included on the DNR's draft list of projects to remove impairments in the Milwaukee Estuary Area of Concern. This project would help address several beneficial use impairments, particularly, the Degraded Fish and Wildlife Populations and the Loss of Fish and Wildlife Habitat impairments.
- Water quality efforts throughout the watershed are planned by the Southeastern Wisconsin Watersheds Trust, Inc.
- DNR includes the project area when it conducts fisheries studies of the Milwaukee Estuary.

RFP TECHNICAL REQUIREMENTS FOR DCD PLANS

Requests for exceptions to these requirements must be submitted in writing to the 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 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 DCD Planning before commencement of the project. Note that DCD Planning uses only Windows software. General requirements are:

- 1) Microsoft Word (2003 or earlier) for early drafts of text and editing
- 2) ArcView (version 9.1 or earlier) or MapInfo (version 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; and
- 2) Black and white printed copies of the text and all document layouts.

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 Planning in two 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.

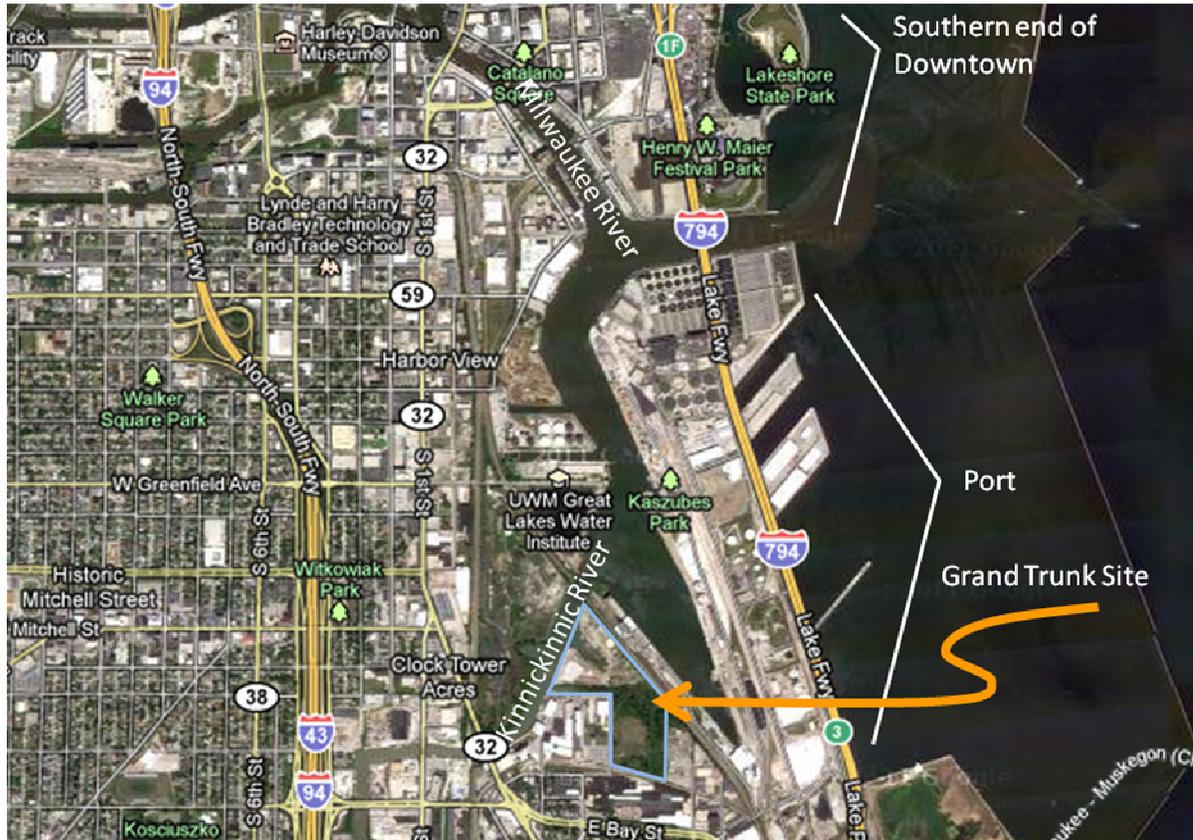
The final adopted plan including the executive summary must be submitted to DCD in three forms:

- 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. 25 color CD copies

Maps

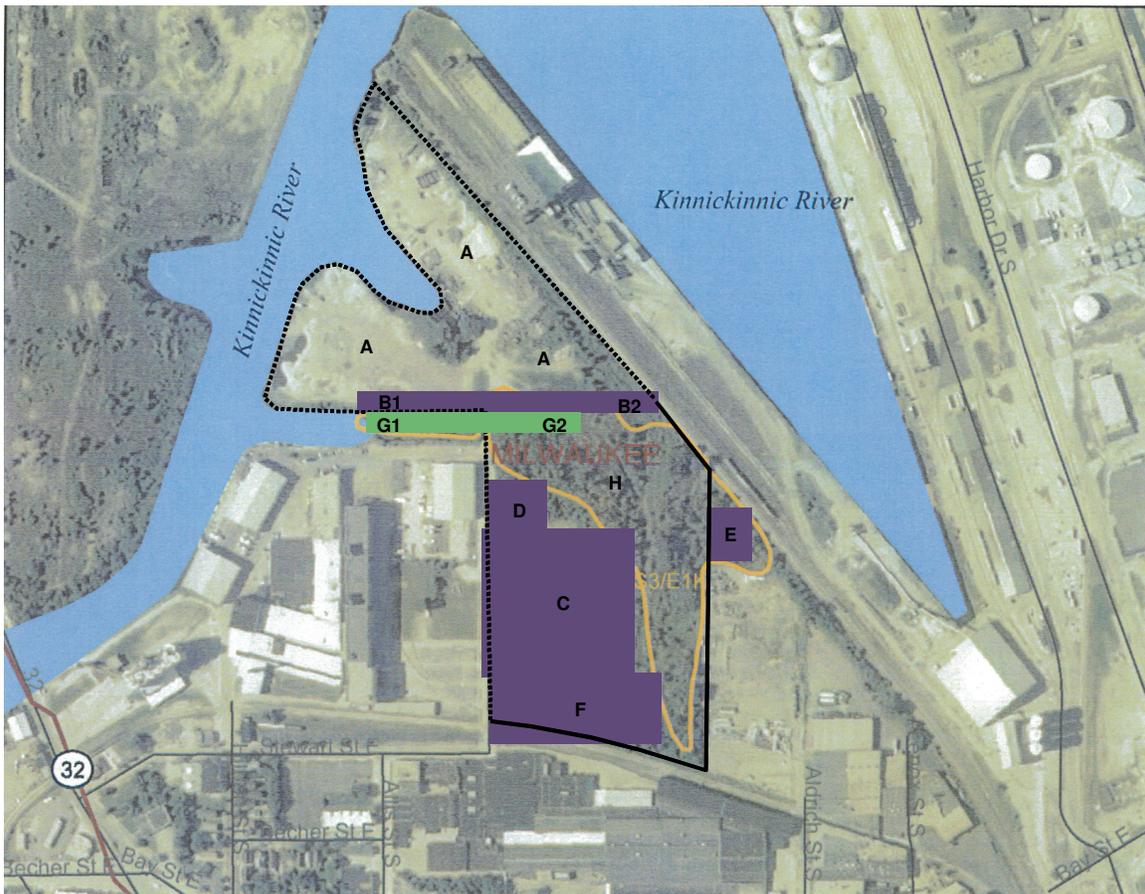
Map 1: Site location

The wetland is located on a parcel at 1980 S. Marina Dr. Some mapping programs show the site as two parcels. The two parcels total 27.33 acres.



Map 2: Site characteristics

- A. Portion of site leased to industrial land use
- B. Buffer area
- C. Future commercial development location
- D. Land use to be determined
- E. Wetland on neighboring parcel
- F. Land use to be determined
- G. Creek
- H. Approximate wetland shown with orange boundary



ATTACHMENT A

FORM A

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

Official Notice # _____

Date: _____

The bidder's commitment for SBE 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** Small Business Enterprise Program 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: _____

ATTACHMENT C

Non-Debarment Certification

The undersigned, being duly authorized to act on behalf of _____ (the “CONTRACTOR”), hereby certifies that neither the CONTRACTOR nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The CONTRACTOR further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

Signature/Authorized Official

Date

Title

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the Agencies' Request for Proposal No. 57340 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to Agencies under a pledge of confidentiality. I would not have submitted this information had the Agencies not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The Agencies, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The Agencies will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable Agencies procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the Agencies, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The Agencies' preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the Agencies, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.