



**Request for City Council Committee Action
From the Department of Community Planning & Economic Development**

DATE: 8/2/06

TO: Council Member Gary Schiff
Chair, Zoning and Planning Committee

REFERRAL TO: Council Member Paul Ostrow
Chair, Ways and Means/Budget Committee

SUBJECT: Authorize issuance of RFP and execution of professional services contract for development of the Uptown Small Area Plan

RECOMMENDATION: Authorize release of RFP and execution of professional service contract for consultant services for development of the Uptown Small Area Plan.

PREVIOUS DIRECTIVES: Permanent Review Committee approval date 7/27/06

Prepared/
Presented in Committee by: Amanda Arnold, Principal Planner 612-673-3242

Approved by Barbara Sporlein, Director
CPED Planning Division _____

Financial Impact (Check those that apply)

- No financial impact - or - Action is within current department budget.
(If checked, go directly to Background/Supporting Information)
- Action requires an appropriation increase to the Capital Budget
- Action requires an appropriation increase to the Operating Budget
- Action provides increased revenue for appropriation increase
- Action requires use of contingency or reserves
- Other financial impact (Explain):
- Request provided to the Budget Office when provided to the Committee Coordinator

Community Impact

Ward: 10

Neighborhood Notification: East Isles, East Calhoun, Lowry Hill East, CARAG

City Goals:

A Safe Place to Call Home – Minneapolis residents will have a better quality of life and access to housing services; residents will live in a healthy environment and benefit from healthy lifestyles; the city’s infrastructure will be well-maintained and people will feel safe in the city.

Connected Communities – Minneapolis will be a connected collection of sustainable urban villages where residents will live within walking distance of what they need or of public transit; there will be a connected network of transportation options; streets will be destinations; a mix of unique small businesses will be thriving; and Minneapolis’ neighborhoods will have unique identities and character.

A Premier Destination – Minneapolis will be the economic leader in the region with vast potential for growth and development; investors will see Minneapolis as a sure thing; a distinctive mix of amenities, entertainment and culture will be available downtown and in Minneapolis neighborhoods; people will visit the city and want to come back; the city will be an attractive landing spot for people in all life stages and will be well-positioned for the creative class; and the country will see Minneapolis as a national treasure.

Comprehensive Plan:

The land use planning effort will be conducted within the framework of “The Minneapolis Plan.” The area surrounding the intersection of Lake Street and Hennepin Avenue is designated as an “Activity Center” and the comprehensive plan calls for a master plan to be developed for each activity center.

Zoning Code:

A rezoning study will follow the adoption of the small area plan.

Living Wage/Job Linkage: NA

Other: NA

BACKGROUND/SUPPORTING INFORMATION

Uptown is a dynamic residential and commercial area. Centered around the intersection of Hennepin Avenue and Lake Street it is home to offices, restaurants, shops, and theaters. This active, upbeat area also includes a mix of apartments, condominiums, and single family homes.

As with many desirable locations, there has been a recent increase in the number of new development projects in Uptown. In order to guide future development and create a unified vision for the core of Uptown, a small area plan is being created by the

Department of Community Planning and Economic Development (CPED), and the assistance of consultants is being sought.

PROJECT GOAL AND OBJECTIVE

The purpose of the Uptown Small Area Plan and planning process is to create a community vision for the future of Uptown and provide the City with a clear policy direction for land use and development.

The plan document will establish guidance for future development and public realm improvements. Recommendations related to enhancing urban character and design, responding to real estate market trends, managing traffic impacts and promoting alternate transportation options, and preserving a high quality environment for area residents.

PROJECT AREA

The study area has a western boundary of Calhoun Parkway, a northern boundary of 28th St (with the exception of the residential area between 28th and the Mall and west of Humboldt), an eastern boundary of Bryant Ave, and a southern boundary of 31st St (plus the 3100 blocks between Holmes and Fremont). In addition, a narrow spine along Hennepin Ave extending north from 28th St to Franklin Ave and south from 32nd St. to 36th St. is included.

Uptown Small Area Plan
Study Area



The attached Request for Proposals for an Uptown Small Area Plan is being presented for approval for distribution, contingent upon its approval by the Permanent Review Committee.

Request for Proposals

For consultant services to the City of Minneapolis to prepare a small area plan for Uptown within a budget not to exceed \$110,000

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As with many desirable locations, there has been a recent increase in the number of new development projects in Uptown. In order to guide future development and create a unified vision for the core of Uptown, a small area plan is being created by the Department of Community Planning and Economic Development (CPED), and the assistance of consultants is being sought.

Study Area

The study area has a western boundary of Calhoun Parkway, a northern boundary of 28th St (with the exception of the residential area between 28th and the Mall and west of Humboldt), an eastern boundary of Bryant Ave, and a southern boundary of 31st St (plus the 3100 blocks between Holmes and Fremont). In addition, a narrow spine along Hennepin Ave extending north from 28th St to Franklin Ave and south from 32nd St. to 36th St. is included.

See Attachment B for a map of the study area.

Scope of Services, Outline Format

The tangible result of the Uptown planning process will be a plan document that incorporates the elements described below. Interim products and graphics will be produced as necessary. These plan elements are restated in narrative format following this section to provide a more complete understanding of expectations.

1. Purpose, Vision and Fundamental Principles

- a. Purpose statement
- b. Vision statement
- c. Fundamental principles

2. Survey of Existing Conditions

- a. Description of geographic area and city/regional context
- b. History, historic resources, and background
- c. Review and analysis of past planning efforts in the study area
- d. Review of current comprehensive plan land use designations, policies, and implementation steps that apply to the study area
- e. Demographic overview of population and employment
- f. Survey of existing property attributes such as land use, zoning, property value, building floor area, height, housing condition, and number of residential units
- g. Assessment of current utility capacity and relationship to future development capacity.
- h. Existing real estate market data.

3. Future Land Use

- a. Recommended locations for residential, office, industrial, commercial, and mixed-use developments
- b. Any recommended modifications to comprehensive plan designations, including defining the boundaries of the Uptown Activity Center

- c. Future land use map in comprehensive plan compatible format
 - d. A development case study exploring various concepts for development of a yet to be determined key site in the study area.
- 4. Urban Character and Design**
- a. Height/shadowing analysis
 - b. Recommended height, density, massing, and character for residential, office, industrial, and commercial development
 - c. Recommended design guidelines for new development including, but not limited to, general recommendations for site layout, landscaping, fencing, scale, fenestration, and lighting. Examples of exemplary building designs from within and outside of Minneapolis should be provided.
 - d. Three design examples for different sections of the study area illustrating the desired building characteristics of that sub area.
- 5. Real Estate Market Analysis**
- a. Analysis of future real estate market forces
- 6. Transportation, Transit, and Parking**
- a. Traffic analysis and recommendations
 - b. Analysis of existing and future transit options
 - c. Parking analysis and recommendations
 - d. Bicycle and pedestrian facilities analysis and recommendations
- 7. Livability – Public Realm Improvements, Environmental Quality, Aesthetics, and Public Safety**
- a. Evaluation of potentially problematic streetscape environments and suggestions for improvements.
 - b. A discussion of environmental quality, including current existing environmental monitoring and studies.
 - c. Evaluation of opportunities for preservation of key views and development of additional open space, and recommendations for gateway improvements.
 - d. Analysis of public art opportunities
 - e. Crime Prevention Through Environmental Design (CPTED) scan with recommendations
- 8. Implementation Plan**
- a. Overview of implementation of the above recommendations
 - b. Proposed public improvements
 - c. Timeline
 - d. Costs

Scope of Services, Narrative Format

1. Purpose, Vision and Fundamental Principles

This section of the plan will outline the purpose of the plan and capture the essence of the community's overarching objectives and corresponding community values through a vision statement. Public visioning sessions at the beginning of the planning process will form the basis of this statement and inform the fundamental principles that guide plan content.

2. Survey of Existing Conditions

A plan for Uptown must be based on a good understanding of existing conditions. This encompasses an understanding of the area's geographic context within the city and region, its social and physical characteristics, and existing public policy for the area.

Social characteristics include history, demographics, and employment. The history section will include a discussion of how Uptown has evolved over the years as well as a discussion of existing historic resources in the area. Demographic data will need to be collected to inform plan content, and will include information such as population, age distribution, housing tenure, and income. Employment data will include information about the industry mix in Uptown as well as commuting patterns of workers and residents. The analysis of these characteristics should include the four neighborhoods surrounding the study area, East Isles, Lowry Hill East, East Calhoun, and CARAG.

To understand the physical characteristics of the area, data will need to be collected on existing property attributes such as land use, zoning, property value, building floor area, height, housing condition, and number of residential units. This physical analysis will be limited to the area within the study boundaries.

Current demands on public utilities should be assessed in order to understand the impacts of potential future development. Current real estate market data will also be needed to inform the future real estate market analysis.

Lastly, a review of past planning efforts in the study area and current comprehensive plan land use designations, policies, and implementation steps will be needed to understand current public policy guiding development in the area. This review should address the larger Uptown area (the neighborhoods of East Isles, East Calhoun, Lowry Hill East, and CARAG) as well as the specific study area.

3. Future Land Use

The land use plan will detail the proposed future land use in the study area, and reflect input received through public involvement. It will include a map of proposed future land uses and accompanying descriptive text. The map must be in a form that is suitable for incorporation into the city's comprehensive plan. The land use plan will consider appropriate locations for residential, office, industrial, commercial, and mixed-use developments.

Changes to or clarification of comprehensive plan features (i.e. "activity center" or "commercial corridor") may be proposed as part of this analysis. This may include changes to the designation of certain features as well as changes to the extent of features. At minimum, this analysis will result in a map outlining the boundaries of the Uptown Activity Center. Ultimately, changes to zoning may result from this plan, but such changes are not part of this scope of work.

This section of the plan will include a development case study exploring various concepts for development of a yet-to-be-determined key site in the study area. The

purpose of the case study will be to 1) generate several potential use and design options that would illustrate community desires and 2) build an understanding of the particular issues common to redevelopment in the area such as site layout, land use, development intensity, design, parking, and economic feasibility.

4. Urban Character and Design

Recent new development in Uptown has raised concerns about context-sensitive design. Most notably, building height has emerged as an important community concern. Thus, analyses of current building heights and the impact of potential shadowing created by higher structures need to be undertaken. Additionally, recommendations on future height, density, massing and character for residential, office, industrial, and commercial development at different locations will need to be made.

Design guidelines should be developed as part of the plan. This section of the study will generally describe desired characteristics of development in the study area, such as site layout, landscaping, fencing, fenestration, and lighting. Examples of exemplary building designs from within and outside of Minneapolis should be provided.

Design examples for at least three (3) different sections of the study area illustrating the desired building characteristics of that sub area should be provided. These examples should describe the desired character of the study sub area and provide guidance for how new development should address the surrounding context.

5. Real Estate Market Analysis

In order to inform the future land use plan, a real estate market analysis is needed. This plan element will use market analysis methodologies to understand the existing and potential residential and commercial markets in the study area. Future demands for commercial and residential space will need to be analyzed, along with a discussion of absorption rates for residential units and commercial square footage. Market forces in the study area should be examined in the context of city-wide and regional trends.

This section will also include a discussion of the existing business mix, including an analysis of the difference between daytime and evening business activity. Recommendation for new or underutilized business models in the area should be presented, as well as strategies for attracting a business mix that fits the community's vision for Uptown. This discussion should utilize best practices from areas in other parts of the country that are similar to Uptown in terms of urban form and demographics.

6. Transportation, Transit, and Parking (TT&P)

The TT&P analysis will examine existing conditions and propose strategies and designs that address specific transportation issues that arise through the planning process.

An analysis of current traffic and future transit options will be used to inform the future land use plan. The “Uptown Parking and Transportation Study” was completed in November 2005, and will serve as a good source of information for this plan. However, that study’s boundaries do not extend as far as those of the Uptown Small Area Plan, so some additional data will need to be collected.

This section of the plan should incorporate the most recent recommendations from the Access Minneapolis and Southwest Transitway studies, which are both currently underway, and analyze existing bus service in the area.

Because an urban environment can not be vital if it is solely auto-oriented, an analysis of current bicycle and pedestrian facilities and recommendations for enhancements are also needed. This element will build on the pedestrian and bicycle gap analysis completed as part of the Access Minneapolis ten-year transportation action plan.

The TT&P analysis should go beyond an inventory of existing conditions and make recommendations for current and future congestion mitigation efforts.

7. Livability – Public Realm Improvements, Environmental Quality, Aesthetics, and Public Safety

While investigating the potential future urban form in the study area, it is appropriate to consider other enhancements to and preservation of the environment.

An evaluation of potential problematic streetscape environments within the study area and suggestions for improvements should be provided.

Uptown is attractive because of its proximity to lakes and open space. Several established residential areas surround the Uptown core, and residents are concerned about environmental and quality of life issues. A discussion of environmental quality, including current existing environmental monitoring, studies, and policies relevant to area should be included in this section.

Design enhancements to be addressed in the plan include opportunities for gateway improvements to the area, the preservation of views, and the addition of more public open space. Art in the urban environment can greatly enhance the experience one has in an area. An analysis of public art opportunities will be undertaken in this section of the plan as well.

Crime Prevention Through Environmental Design (CPTED) is a movement based on the premise that fear of and actual occurrence of crime can be reduced through proper design and use of the physical environment. This portion of the plan will examine the potential for improvements in the study area based on the principles of CPTED. The City of Minneapolis Police Department will assist with a CPTED scan of the area.

8. Implementation plan

In order for a plan to be successful, a strong implementation component is needed. All of the recommendations that come out of the analyses listed above will be summarized in this final portion of the plan. The implementation plan will include a list of recommendations, lead entities, key partners, costs, resources, timing, and possible phasing.

Product Expectations

The completion and production of a plan document is the tangible outcome of the Uptown Small Area Plan process. The plan document should include descriptions of existing conditions and the planning process; analyses and findings; and recommendations relative to each of the elements in the scope of services.

The document should include text and graphics as appropriate. For readability few if any pages should be entirely text. Twenty-five (25) bound, hard copies of the final plan should be produced, along with 100 CD copies with the plan in pdf format. The pdf file should also be suitable for web download. A Microsoft Word file of the final plan will also be delivered to the City, along with an ArcGIS shape file of the future land use map. Electronic versions of all final and preliminary products will be made available to city staff as detailed in Attachment A of this RFP.

Process Expectations

The chosen consultant will, with guidance from the City and potentially a specialist in public facilitation, engage the community during the course of this project. Community engagement exercises/events must be structured so as to invite input related to community preferences while providing context in terms of overall city goals. Community is defined to include:

- Neighborhood organizations and residents including home owners and renters
- Business organizations and business owners/managers
- Property owners and managers
- Uptown users such as, visitors, shoppers, transit-users, church members, and other stakeholders.

A steering committee has been established to provide feedback and guidance and to assist with community outreach. However, it remains the responsibility of the consultant to provide the resources to engage the community at large as well.

Public sector staff members with relevant technical expertise are being identified and will be available as needed through the course of the planning process.

The City is currently considering hiring a public facilitation specialist. Proposers should provide their service costs two ways: as a lead in public facilitation and alternately as a co-organizer, but not facilitator of public meetings. With or without a public facilitation specialist on board, the consultant will be expected to:

- Strategize with city staff on communications and public engagement tactics
- Provide city staff with text and graphics as needed for communications materials.
- Potentially organize and orchestrate with city staff public meetings and forums.
- Produce large scale graphic representations of various aspects of the study area to be used in public meetings.
- Document communication and outreach measures undertaken throughout the process in the form of meeting notes, distribution lists, sign-in sheets, and comment forms.

Community engagement activities will include at least the following:

- Up to ten (10) meetings with the steering committee
- Two (2) visioning sessions. These two meetings will be designed to capture the community's long term vision for the study area, issues of particular concern, and opportunities for improvements. Two meetings are being proposed to a) provide more

opportunity for input and b) potentially work with two smaller groups rather than one large one.

- Four (4) large public forums/workshops. These meeting will include: an initial findings meeting to review base data and assumptions; a working meeting to discuss and work through land use recommendations; a working meeting to develop site-specific development concepts and design guidelines; and a final meeting to present recommendations.

Project Schedule

Respondents to this RFP should propose a process timeline and schedule for completion of each plan element, as well as the final plan, with consideration to these parameters:

- Services and products related to this request for proposals are to be completed within 12 months of the contract award date
- Two (2) visioning sessions and (4) public forums/workshops are to be held at times and locations accessible to all potential participants. The visioning sessions shall be conducted within one month of contract execution and the first forum shall be conducted within two months of contract execution.
- Up to ten (10) meetings with the steering committee may need to be held.
- Regular communication between the consultant and the CPED planning staff will be required.
- A 45-day review process is required upon completion of the project.
- The first payment will be issued upon completion of the first month of the contract. Final payment will be withheld until all required deliverables are received by the City.

Project Management

Staff from the Planning Division of the Minneapolis Community Planning and Economic Development Department will manage this project. The consultant is expected to meet regularly and as requested with City staff during the course of the study. The meetings are in addition to steering committee meetings.

The consultant will discuss proposed methodologies with and gain approval from City staff prior to performing study tasks. All written, graphic, display, and presentation materials to be made available to the public (including materials for the steering committee) are to be provided to City staff for review no less than one week prior to their use or distribution.

All sections of the plan document must be reviewed by the city project manager before being considered a final draft. The final draft of the plan is subject to a formal 45 day public comment period prior to being considered for adoption by the City Planning Commission and City Council.

Proposal Content

Responses to this Request for Proposals shall include:

- **Cover Page**
Utilize a cover page that includes the following information:
 1. Consultant's name and mailing address
 2. Consultant's current legal status: corporation, partnership, sole proprietor, etc.
 3. Federal ID number
 4. State ID number
 5. Contact person's name, title, phone number, fax number and e-mail address

6. Signature of authorized corporate officer for each entity proposing as a partnership or team

- **Approach to Project**

Provide a summary of the proposed approach to the project. Identify proposed objectives and methodologies to be utilized for plan elements and community engagement events.

- **Scope of Services with Costs and Timeline**

Describe how services will be provided. Include a detailed listing and description of proposed tasks and deliverables with cost assigned to each task and deliverables broken down by staff time and duties. Include process steps and delivery dates for intermediate and final plan elements.

- **Experience and Capacity**

Describe the background and experience of all firms and subcontractors, demonstrating ability to provide the required services. Include information related to each firm's organization, size, capacity, and experience relevant to this scope of work.

- **References**

List references from contracts of similar size and scope. Respondents must provide references that can be contacted.

- **Conflict of Interest**

Indicate whether the firm's activities, assets or representation of other clients could potentially pose, or be perceived as posing, a conflict of interest with providing service for the City of Minneapolis with respect to the Uptown Small Area Plan as described in this Request for Proposals.

- **Personnel and Business Certification**

Identify specific personnel from all firms who will be assigned to this project, their roles, and the number of hours each will spend. This list should be organized to show personnel and time commitments in relation to the activities outlined in the Scope of Services. Role descriptions should include identification of individuals that will serve as primary contact persons for overall project oversight, contract administration, day to day project management, and billings. Provide resumes for all assigned staff.

Identify whether proposing firms are certified in the City of Minneapolis Small and Underutilized Business Program, or are a certified DBE (Disadvantages Business Enterprise) contractor.

- **Detailed Cost of Services**

Indicate proposed cost of services including how the costs were determined based on rates, direct costs, and list of charges per classification of employee. Proposed cost of services shall include a detailed budget categorizing expenses by type of service relevant to the scope of work.

The consultant shall provide an estimated fee and billing rate schedule which will include the following elements:

- Fee estimate for the project based on an understanding of the project and services. The estimate should be itemized according to project elements and types of services.
- Hourly rate schedule for all personnel that will be assigned to the project.
- Reimbursable expenses estimate.

Submit an example of the firm's actual billing format.

- **Insurance Coverage**

Provide proof of insurance coverage to at least meet the minimum requirements listed in item #5 of the Section "Request for Proposals General Requirements."

- **Number of Proposals and Format**

Ten (10) paper copies and thirty (30) CD copies (pdf format) of the proposal are required. Proposals must be on standard 8 1/2" x 11" paper. All supporting documents must be on paper no larger than 11" x 17". Proposals and supporting documentation must be submitted in a sealed envelope labeled "Uptown Small Area Plan." Faxed proposals will not be accepted. Respondents may choose to provide additional sets if and when invited to do so for presentation purposes. Submissions will not be returned.

Proposal Review Schedule

Proposals shall be delivered to CPED on or before:

4:30 PM, Monday, September 28, 2006, and delivered to:

Contract Services, Department of CPED
Re: Uptown Small Area Plan
Crown Roller Mill, Suite 200
105 Fifth Avenue South
Minneapolis, MN 55401

Proposals received after the deadline will not be accepted. It is neither CPED's responsibility nor practice to acknowledge receipt of any proposals. It is the responder's responsibility to ensure that a proposal is received in a timely manner.

Prospective responders may direct questions and requests for additional information **in written form only** to:

Amanda Arnold, AICP
Principal Planner
Department of Community Planning and Economic Development
Planning Division
350 South 5th Street, Room 210
Minneapolis, MN 55415
amanda.arnold@ci.minneapolis.mn.us

Questions and requests for additional information must be received by **Friday, September 15, 2006**.

Questions will be answered in writing and posted on the CPED website (<http://www.ci.minneapolis.mn.us/planning/uptown-plan.asp>.)

The Minneapolis Department of Community Planning and Economic Development reserves the right to modify or issue amendments to this request for proposals. If questions result modifications to this RFP, the written modifications will be posted to the City's web site.

Evaluation Criteria and Selection Timeline

All proposals received within the stated deadline and that include all the required elements will be reviewed by city staff and the steering committee. One or more consultants (or consultant teams) may be asked to make a presentation to the steering committee after proposal submission. One consultant (or consultant team) will be selected to provide the services described in this RFP.

Criteria used in the evaluation of the proposals will include, but are not limited to, the following:

- Quality, completeness, and clarity of proposal
- Demonstrated understanding of the project scope
- Organization, management and technical approach to the project
- Demonstrated experience and technical expertise require to complete the project
- Ability to package findings, ideas, concepts, and policies through a combination of written and graphic mediums
- Staff qualifications and experience
- Demonstration of capacity to successfully complete the project

- Itemization and allocation of staff resources in relation to the tasks outlined in the project scope
- Review of references
- Cost to provide the requested services and deliverables

CPED reserves the right to reject any and all proposals. Cost is one of several evaluation criteria. CPED may not select the proposal with the lowest cost estimate.

Anticipated timeline for consultant selection:

- Submission deadline: September 28, 2006
- Review and evaluation of proposals: October 2nd - 6th
- Possible presentation to steering committee: October 16th-20th
- Selection of consultant: October 23, 2006

Request for Proposal General Requirements

The General Requirements are terms and conditions that the City expects all of its Contractors to meet. By proposing the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions.

1 City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal, or the respondent's reply based on the component prices submitted.

2 Interest of Members of City

The Contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code of Ordinances, Chapter 139.

5 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-Contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, 50,000 each occurrence fire damage and \$5,000 medical expense

any one person. The policy shall be on an "occurrence" basis, shall include Contractual liability coverage and the City shall be named an additional insured.

- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-Contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-Contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-Contracting is allowable under this contact, to comply with these provisions.

6 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior approval of the City Department Contract Manager designated herein.

7 Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City Contracts in addition to other remedies as provided by law.

8 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

9 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

10 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-Contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information

relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected vendor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13 and as such are open to public review.

15 Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16 Living Wage Policy

All Contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a Contractor that does not supply employer-paid health insurance and 100 percent for a Contractor that does supply employer-paid health insurance.

17 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the Contractor Travel Reimbursement Conditions, available from the City.

20 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

21 Billboard Advertising

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

22 Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City department Contract manager and ask for an interpretation.

Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

23 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

24 Intellectual Property

The City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any Work created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

25 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Contractor and subcontractor with 21 or more employees that enters into a "Contract", as defined by the ordinance, that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of

personal property. The categories to which the ordinance does not apply include real property and development Contracts.

Please be aware that if a "Contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: <http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing/domestic.html>. It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

26 Small and Underutilized Business Requirements

The selected vendor must comply with the Small and Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the respondent find an opportunity to contract with other business concerns to complete portions of the task solicited, we ask that they would entertain contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process. For more information on locating certified businesses you may contact the CERT website at www.govcontracts.org or by contacting Roxanne Crossland at 612/673-2112.

ATTACHMENT A

Guidelines for Graphic and Data Deliverables for CPED Planning Contracts

Quantities

The vendor must provide to CPED Planning the quantities for each item as specified in the contract on the agreed upon date.

Delivery

The vendor must deliver to CPED Planning at Room 210 City Hall, Minneapolis MN 55415-1385, all deliverables in the contract.

Original Materials

All original materials provided to the contractor for the purpose of executing the contract and preparing deliverables shall be returned at the conclusion of the contract, on the deliverables date, or as needed by CPED Planning. This includes documents, data, photographs, maps, illustrations, and like items in either paper or digital form.

Graphic Materials

All graphic materials -- paper, photographic, digital, or other creative/production materials -- created by the vendor during the process of fulfilling the contract shall be delivered to CPED Planning on the deliverables date or by an agreed upon date thereafter in their native and/or pdf formats as specified by the CPED planning staff. This includes all intermediate and final communication and presentation materials such as preliminary reports, print publications, presentations (physical or electronic), or other products as specified in the deliverables part of the contract.

Data Materials

All data collected or generated in the process of executing the contract shall be delivered to CPED Planning on the deliverables date or by an agreed upon date thereafter. Any agreement to alter the deliverable date must be executed in writing.

Repurposing

The contractor understands that any materials or research prepared in the process of executing the contract as well as any deliverable item may be reused or repurposed by CPED Planning as deemed useful.

Media Formats for Electronic Exchange of Information and Data

CPED Planning exchanges data in PC format on the following types of media:
CD-ROM.

E-mail attachments not to exceed 5 Meg per e-mail.

Files may be compressed if necessary using a format agreed upon with CPED staff.

File Formats for Electronic Exchange of Information and Data

The following application formats are the standards for exchange of information in electronic format. Version compatibility must be verified with CPED contract manager.

- Word processing; Microsoft Word DOC file
- Spreadsheet; Microsoft Excel XLS file
- Database; Microsoft Access MDB file
- Presentation; Microsoft PowerPoint PPT file
- Vector illustrations and illustrative maps; Corel Draw CDR file or Adobe Illustrator AIS file

- Raster illustrations; Adobe Photoshop
- Maps; ArcInfo/ArcView
- Desktop Publishing; Adobe PageMaker P65 file
- Portable documents; Adobe Acrobat PDF file.
- Technical drawings (CAD) such as site plans, working drawings, etc. should be in AutoCad format

Physical Format of Print Media Deliverables

The Department keeps publications in formats that are easy to mail, shelf, and file (see *Dimensions* in the *Reproduction Method* section.) The contractor must ensure that additional copies may be easily reproduced through photocopy or other affordable processes. We reserve the right to edit and approve final plan. Contractor must check spelling and grammar usage. No final product may be printed without sign-off from authorized Department representative.

Page Layout, Type Selection, etc.

No particular standard is required for page layout or type face. However, product must be designed for legibility and reading speed and comfort. Clearly conveyed graphic and textual information is a higher priority than information condensed onto fewer pages.

In general, images and graphics must be understandable when produced in grayscale printing or when photocopied. Contractors shall work with CPED Planning to determine the number of categories of information that will be displayed in maps, charts, and other representations of categorical information.

Pages from finished documents are frequently photocopied. In order to maintain identification, the following information shall appear on each page. The information may be divided among the header, the footer, or a floating footer:

- Name of the document
- Authorizing organization; for example, Minneapolis CPED – Planning Division
- Publication date or revision date
- Draft or version number, if applicable
- Page number

Contractors should limit or eliminate the use of foldouts, inserts, pockets, blow-ins, etc. Contractors should not include logos etc. on internal pages of the document; contractor name and contact information will be included on the title page.

Reproduction Method

Where quantities permit and cost justifies, an overrun of offset printed publications is preferable to exact count or underruns of digital printing (especially for documents containing color). Consult with CPED Planning for reproduction options on short runs and preliminary documents.

Publications printed to meet contract requirements should conform to the following specifications. If an alternative format is required to best present the material, contractor must obtain approval from CPED Planning.

- Quantity: will be established during contract design or by determination of needs during contract period.
- Dimensions: 8.5" X 11"
- Orientation: Vertical
- Binding: staple (corner or side), saddle stitch, perfect, wire (spiral or finger), plasticoil, loose leaf, or GBC are acceptable types of bindings. Plastic comb, plastic channel, and metal slide bindings are NOT generally acceptable. CPED Planning will approve the type of binding depending on the specific needs of the project, number of pages, and cost considerations.

- Cover options: self-cover in standard cover weights, card stock, plastic sheet, plastic laminate, loose-leaf binder with clear front and spine with printed inserts, loose-leaf binder with screen printed art.
- Text stock: 70 # white offset is preferred for readability and reduced show-through.

Format of Digital Media Deliverables

Final products shall be delivered in their native applications (see above for options), as well as PDF format. PDF format documents shall be submitted in both screen format (75 DPI) and printable format (600 DPI).

PDF files prepared at 75 DPI should not be larger than five (5) Megabytes each. If needed, the files may be saved by chapter and linked to a Table of Contents file.

Recycling

We encourage contractors to prepare reports that are readily recyclable.

Attachment C – Relevant Plans, Studies, and City Policies

Plan, studies, and policies to be reviewed and incorporated as appropriate into the Uptown Small Area Plan will include, but not be limited to:

The Minneapolis Plan (the City's comprehensive plan)

Adopted by the City of Minneapolis March 2000

<http://www.ci.minneapolis.mn.us/citywork/planning/mplsplan.asp>

The Midtown Greenway Land Use and Development Plan

Scheduled to be adopted by the City of Minneapolis Fall 2006

<http://www.ci.minneapolis.mn.us/planning/midtown-greenway.asp>

Uptown Parking and Transportation Study

Completed November 2005 for the City of Minneapolis

http://www.ci.minneapolis.mn.us/council/ward10/issues_home.asp#TopOfPage

1995 Hennepin Avenue Strategic Plan (HASP) and the 2006 Humphrey Institute analysis of the HASP

Completed March, 1995, not adopted by the City of Minneapolis. Student analysis completed Spring 2006.

<http://www.ci.minneapolis.mn.us/council/ward10/docs/Hennepin-Ave-Strategic-Plan-1995.pdf>

CARAG Neighborhood Master Plan

Completed July, 2000, not adopted by the City of Minneapolis

<http://www.carag.org/carag/masterplan.htm>