

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

DATE:	May 3, 2007	
TO:	Council Member Gary Schiff Chair, Zoning and Planning Committee	
REFERRAL TO:	Council Member Paul Ostrow Chair, Ways & Means/Budget Committee	
SUBJECT:	"Making Central Avenue Great" Plan Update	
RECOMMENDATION:	Authorization to release a Request For Proposals (RFP) for consultant services for development of an update to the "Making Central Avenue Great" Plan, contingent upon approval by the Permanent Review Committee (PRC)	
PREVIOUS DIRECTIVES:	None	
Prepared/ Presented in Committee by:	Jennifer Jordan, Principal City Planner, 612-673-3859	
Approved by	Barbara Sporlein, Director CPED Planning Division	
(If checked, go of Action requires a Action requires a Action provides in Action requires u Other financial in	act - or - Action is within current department budget. lirectly to Background/Supporting Information) n appropriation increase to the Capital Budget n appropriation increase to the Operating Budget ncreased revenue for appropriation increase se of contingency or reserves	

Community Impact

Ward: 1, 3

<u>Neighborhood Notification</u>: Columbia Park, Waite Park, Holland, Audubon Park, Windom Park, Logan Park, Beltrami, St. Anthony East, Nicollet Island East Bank, Marcy-Holmes

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." Central Avenue is a designated Commercial Corridor, Community Corridor and the intersection of Central Avenue and Lowry Avenue is designated as an "Activity Center" and the comprehensive plan calls for a detailed master plan for this corridor.

Zoning Code:

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

Living Wage/Job Linkage: NA

Other: NA

BACKGROUND/SUPPORTING INFORMATION

The original "Making Central Avenue Great" plan, prepared in 1997, covered retail and housing needs as well as design guidelines but did not include a future land use map and therefore was not adopted by the City Planning Commission and City Council. For a small area plan to be adopted by the City and incorporated into the City's Comprehensive Plan, it must have a future land use map that shows the preferred land use with detail on the scale and intensity of those uses. A small area plan that has not been adopted by the City and incorporated into the comprehensive plan does not have

the legal basis with which to support or deny zoning changes. Central Avenue is one of the few designated Commercial Corridors in the city that does not have an adopted small area plan.

PROJECT GOAL AND OBJECTIVE

The purpose of the plan update is to provide the City with a detailed future land use policy direction for Central Avenue. Central Avenue is a designated corridor within the City's Comprehensive Plan with a broad-range set of applicable policies. A greater level of detail with regards to future land use, design, and development scale and massing for this corridor needs to be developed. A lot of groundwork was accomplished with the original "Making Central Avenue Great" Plan. Future work must build on the existing policies of the Comprehensive Plan and the work completed to date by the Northeast neighborhoods through the original plan.

PROJECT AREA

Central Avenue from 7th Avenue NE to 37th Avenue NE. This is the same geographic segment that was covered in the original plan.

The attached Request for Proposals for an update to the "Making Central Avenue Great" plan is being presented for approval for distribution, contingent upon its approval by the Permanent Review Committee. The Planning Director has directed staff to receive proposals from prospective firms before setting a budget amount for this contract. Staff expects the amount of the contract to be over \$50,000 and will be covered by the existing CPED Planning Department budget.

Attachment:

Central Avenue Plan Update RFP

REQUEST FOR PROPOSALS

Making Central Avenue Great Plan Update

The Department of Community Planning and Economic Development (CPED), Division of Planning is requesting proposals for the preparation of an update to the "Making Central Avenue Great" plan. A copy of the existing plan can be found online at: http://www.ci.minneapolis.mn.us/planning/Central_Ave_Plan_Update.asp

BACKGROUND INFORMATION

Section 1.0: Opening Statement

1.1 Project Goal and Objective

The purpose of the plan update is to provide the City with a detailed future land use policy direction for Central Avenue. Central Avenue is a designated corridor within the City's Comprehensive Plan with a broad-range set of applicable policies. A greater level of detail with regards to future land use, design, and development scale and massing for this corridor needs to be developed. A lot of groundwork was accomplished with the original "Making Central Avenue Great" Plan. Future work must build on the existing policies of the Comprehensive Plan and the work completed to date by the Northeast neighborhoods through the original plan.

1.2 Geographic Extent of the Study

Central Avenue from 7th Avenue NE to 37th Avenue NE. This is the same geographic segment that was covered in the original plan.

1.3 Current Policy Guidance 2000-Present

<u>The Minneapolis Plan</u> (City's comprehensive plan) – Adopted by City Council March 2000

The City's comprehensive plan is an adopted policy document used to guide future development and is required by the Metropolitan Council. It has a set of designated land use features that indicate areas where the city can accommodate future employment and population growth. Each land use feature has a set of policies and implementation steps that apply to it. The Central Avenue Plan Update document must build on the broader adopted policies of the City's comprehensive plan. Below is a table that shows the land use designations and their accompanying policies that apply to Central Avenue.

Designated Land Use Feature	Applies to:	Policies and Implementation Steps
Commercial Corridor	Central Avenue (segment from 18 th Avenue NE to 29 th Avenue NE)	4.1 Minneapolis will encourage reinvestment along major urban corridors as a way of promoting growth in all neighborhoods.

Designated Land Use Feature	Applies to:	Policies and Implementation Steps
		Implementation Steps
		Develop standards based on a recognition of the qualities that make urban corridors desirable, viable and distinctly urban, including; diversity of activity, safety for pedestrians, access to desirable goods and amenities, attractive streetscape elements, density and variety of uses to encourage walking, and architectural elements which add interest at the scale of the pedestrian.
		Designate certain streets as community corridors with the adoption of this Plan.
		Designate certain streets as commercial corridors with the adoption of this Plan.
		4.3 Minneapolis will support development in Commercial Corridors where it enhances the street's character, improves its ability to accommodate automobile traffic and foster pedestrian movement, and expands the range of goods and services offered.
		Implementation Steps
		Designate a network of Commercial Corridors. (See criteria above.)
		Support a mix of uses on Commercial Corridorssuch as retail sales, office, institutional, higher density residential (including Major Housing Sites where designated), and clean low-impact light industrialwhere compatible with the existing and desired character of the street.
		Ensure that commercial uses do not negatively impact nearby residential areas.
		Regulate impacts of commercial uses, and in some cases prevent some uses from locating on designated Commercial Corridors, due to their adverse impacts on the viability of nearby residential areas.
		Develop plans for the City's major Commercial Corridors which articulate the desired character of the street.
		Develop parking facilities and management strategies that balance the following goals: improved customer access, protection of sidewalk traffic; reduced visual impacts and shared use of parking facilities.
		Develop economic development incentives for the rehabilitation, re-use and revitalization of older or historic commercial buildings and districts.
		Ensure that parking structures and surface lots conform with identified design principles. (See discussion of traditional urban form in Chapter 9.)
		Reduce the impact of non-residential uses on neighboring residential areas by considering appropriate access, buffering between incompatible uses and regulating hours of operation.
		Require that street design for Commercial Corridor streets provide automobile access and parking in keeping with traditional urban form

Designated Land Use Feature	Applies to:	Policies and Implementation Steps
		Require that street designs provide high quality access to Commercial Corridors for pedestrians and cyclists, as well as facilitate transit service and through passage of traffic.
		4.9 Minneapolis will grow by increasing its supply of housing.
		Implementation Steps
		Support the development of new medium- and high- density housing in appropriate locations throughout the City.
		Support the development of infill housing on vacant lots. Use partnerships and incentives to reduce city subsidy level and duration of vacancy.
		Use new and strengthened strategies and programs to preserve and maintain existing housing stock.
		Review policies and practices that determine the appropriate scale of residential development on properties that come into city ownership or request City development assistance.
		Streamline city development review, permitting and licensing to make it easier to develop property in the City of Minneapolis.
		Develop a close dialog with community participants about appropriate locations and design standards for new housing.
		Foster community dialog with community participants about appropriate locations and design standards for new housing.
		Foster community dialog about housing growth in and adjacent to city neighborhoods.
		Improve the information systems that support housing- related policy making, goal-setting, and program evaluation.
Community Corridor	Central Avenue (segments from river to 18 th Avenue NE and 29 th Avenue NE to city border)	4.2 Minneapolis will coordinate land use and transportation planning on designated Community Corridors streets through attention to the mix and intensity of land uses, the pedestrian character and residential livability of the streets, and the type of transit service provided on these streets.
		Implementation Steps
		Designate a network of Community Corridors. (See criteria above.)
		Strengthen the residential character of Community Corridors by developing appropriate housing types that represent variety and a range of affordability levels.
		Promote more intensive residential development along these corridors where appropriate.
		Require that street design for these corridors preserves and enhances the strong residential character and pedestrian orientation of these streets while maintaining

Designated Land Use Feature	Applies to:	Policies and Implementation Steps
		the street's capacity to carry current volumes of traffic.
		Discourage the conversion of existing residential uses to commercial uses, but encourage the development of mixed-use residential dwelling units in commercial buildings where appropriate.
		Support the continued presence of small-scale retail sales and commercial services along Community Corridors.
		Ensure that commercial uses do not negatively impact nearby residential areas.
		Prioritize transit advantages to Community Corridor streets, and encourage the routing of express transit service to these streets wherever possible.
Activity Center	Central and Lowry	4.7 Minneapolis will identify and support Activity Centers by preserving the mix and intensity of land uses and enhancing the design features of each area that give it a unique and urban character.
		Implementation Steps
		Designate Activity Centers according to criteria outlined above.
		Develop a master plan for each designated Activity Center that a) establishes boundaries for these areas; b) addresses the identity, role and design features of the Center; c) gives guidance to the mix of land uses, scale and size of development in these areas and d) identifies transportation and circulation needs for each area.
		Ensure that land use regulations support diverse commercial and residential development types which generate activity all day long and into the evening.
		Promote the incorporation of residential uses within the same structure as other commercial uses.
		Preserve traditional urban form in buildings where it currently exists, and encourage new development to relate to traditional siting and massing, where it is already established. (See description of traditional urban form in Chapter 9, City Form.)
		Discourage automobile services and drive-through facilities from locating in these designated areas.
		Develop parking facilities and management strategies that accommodate high customer demand, promote shared facilities and minimize visual impact and adverse effects on pedestrian and sidewalk traffic.
		Ensure that regulations balance the transition between high traffic land uses and adjoining residential areas.
		Require that buildings in Activity Center districts incorporate a pedestrian orientation at the street edge.
		Apply street design criteria that incorporates a pedestrian orientation and accommodates a variety of traffic (pedestrian, cyclist, transit, automobile).

Designated Land Use Feature	Applies to:	Policies and Implementation Steps
Central & Lowry	Major Housing Site	4.17 Minneapolis will promote housing development that supports a variety of housing types at designated Major Housing Sites throughout the city.
		Implementation Steps
		Concentrate new housing developments in close proximity to amenities or in locations where value will be sustained over time.
		Develop a citywide Housing Strategy for placing medium (10-30 units per acre) to high-density (30+units per acre) new housing on major transportation and transit corridors and near commercial revitalization projects or neighborhood amenities (e.g. sites such as Growth Centers, Major Housing Sites, Commercial Corridors)
		Protect Major Housing Sites for medium (10-30 units per acre) to high (30+units per acre) density residential development from development proposals which exclude housing through land use controls, redevelopment plans and other available means.
		Designate Major Housing Sites as listed with the adoption of this Plan.
		Promote the development of new housing that is compatible with existing development in the area as well as to existing historic or older housing stock where appropriate.
		Provide the flexibility in the City's ordinances to accommodate new housing development tailored to meet a range of different housing submarkets.
Potential Growth Center	Shoreham Yards	3.1 Minneapolis will designate and develop selected Growth Centers which will be well served by transit and alternative transportation, have superior amenities, accommodate a range of housing needs and offer attractive employment opportunities.

In addition to the designated land use features that apply directly to Central Avenue, there are three designated corridors that intersect or are directly adjacent to Central Avenue.

Designated Land	Applies to:	Policies and Implementation Steps
Use Feature		
Community Corridor	Lowry Avenue; Broadway Street NE	See policy and implementation steps as noted above for Community Corridors.
Activity Center	East Hennepin	See policy and implementation steps as noted above for Activity Centers.

1.4 Related Plans & Studies

Hennepin County completed a plan in 2002 for reconstruction of Lowry Avenue that identified potential redevelopment sites along the corridor. **The Lowry Avenue Corridor Plan** was adopted with conditions by the City of Minneapolis. A link to the plan document can be found online at:

http://wwwa.co.hennepin.mn.us/portal/site/HCInternet/menuitem.3f94db53874f9b6f68ce 1e10b1466498/?vgnextoid=bf5ac9fc359fc010VgnVCM1000000f094689RCRD

The conditions of approval by the City of Minneapolis can be found online at: http://www.ci.minneapolis.mn.us/council/archives/proceedings/2002/20020712-proceedings.pdf

- Access Minneapolis 10-Year Transportation Plan planning process is currently underway. It will be important to incorporate transportation components pertaining to Central Avenue into the updated plan document, particularly pedestrian trails and bikeways planned for Northeast.
- Northeast Arts District Plan was developed in 2002 and approved by the City
 of Minneapolis. An updated Central Avenue plan document should incorporate
 or integrate strategies developed in this plan with regards to arts'-related uses.
- Minneapolis Park & Recreation Board plans for future pedestrian trails and bike trails for Northeast as part of the park system.

1.5 Key Chapter References from Title 20 Zoning Code

Zoning for the Central Avenue varies depending on the segment. On the northern segment from 37th Avenue NE to 29th Avenue NE, there is a mix of commercial, residential, office-residential and industrial zoning districts. From 18th Avenue NE to 29th Avenue NE, the zoning is predominantly commercial. The southern segment from 18th Avenue NE to 7th Avenue NE is a mix of residential and industrial zoning with the majority of the properties fronting Central Avenue being industrial. The Pedestrian-Oriented Overlay zoning district applies to the segment from 22nd Avenue NE to 26th Avenue NE; a few parcels along the corridor have the Transitional Parking Overlay zoning district.

Commercial Districts - Chapter 548

C1 Neighborhood Commercial District
C2 Neighborhood Corridor Commercial District
C3A Community Activity Center District
C4 General Commercial District

Residential Districts – Chapter 546

R1 Single-Family District
R1A Single-Family District
R2B Two-Family District
R3 Medium Density Multiple-Family District

R4 Medium Density Multiple-Family District R5 High Density Multiple-Family District R6 High Density Multiple-Family District

Office-Residential Districts – Chapter 547
OR1 Neighborhood Office Residence District
OR2 High Density Office Residence District
OR3 Institutional Office Residence District

Industrial District – Chapter 550

I1 Light Industrial District

I2 Medium Industrial District

Overlay Districts – Chapter 551
PO Pedestrian Oriented Overlay District
IL Industrial Living Overlay District
TP Transitional Parking Overlay District

Section 2.0: Scope of Services

1. Community Engagement

- Design and implement an intensive public input process to develop a future vision for future land use and development along Central Avenue. The City encourages the use of innovative or unique methods for community engagement and urges the proposal to include fresh ideas for this project. At a minimum, community engagement should include the following components in order to find out the needs and desires of the community:
 - Broader Community
 - Visioning process
 - Community meetings
 - Surveys
 - Focus groups for stakeholder groups with particular attention to the diverse populations that comprise the Northeast community
 - Steering Committee
 - Multiple small-scale presentations of work product throughout process

2.) Policy Analysis, Data Collection and Technical Work

- Review existing plan documents, studies, and reports and assess the status and effectiveness of plan implementation for Central Avenue
- Develop and incorporate a future land use map into the plan that can acknowledge existing market forces but also can help sustain a long-term future vision for the corridor
- Evaluate existing zoning and make recommendations for changes based on policy direction

- Future employment and population density clearly articulate optimal preferred design, scale, and massing of overall development as well as key components such as commercial square footage and housing units per acre
- Develop and incorporate a transportation component into the plan building on the existing guidance for Central Avenue as detailed in the "Access Minneapolis: 10-Year Transportation Plan"
- Integrate recommendations and strategies from the Northeast Arts Action Plan into the updated plan document
- Identification of and analysis of redevelopment potential for key sites along corridor based on market conditions and community preferences

3) Implementation and Evaluation

- Prioritization of key sites and improvements in relation to a short and long-term implementation timeframe
- Develop evaluation measurements for gauging short and long-term plan implementation both

Section 3.0: Project Deliverables

- Updated overall plan document with graphics in both paper, cd, and electronic PDF and editable formats
- Future land use map in ArcGIS format
- Future development intensity map in ArcGIS format
- Written feasibility analysis for potential sites for development and/or redevelopment as part of overall plan document

Section 4.0: Department Contact

Prospective responders may <u>only</u> direct questions <u>in writing</u> to the appropriate department contact person. All questions and requests for information regarding this RFP should be directed to:

Jennifer Jordan, Principal City Planner
Department of Community Planning and Economic Development
Planning Division
350 South 5th Street, Room 210
Minneapolis, MN 55415

Email: <u>Jennifer.jordan@ci.minneapolis.mn.us</u>

Fax: 612-673-2728

All questions are due no later	than Questions will be answered in w	riting and/
posted on the CPED website (www.ci.minneapolis.mn.us/cped) by T	he
department contact cannot vai	ry the terms of the RFP.	

Section 5.0: Proposal Format and Submittals

5.1 Scope of Services: Describe how service will be provided. Include a detailed listing and description of tasks and deliverables with cost assigned to each task and

deliverable, broken down by staff time and duties. Provide a summary of the proposed approach to the project as well as a detailed description of the methodology to be used to provide the requested services and deliverables.

- **5.2 Experience and Capacity:** Describe the background and experience of all firms and subcontractors demonstrating ability to provide required services. Identify any subcontractors that the firm expects to engage to provide services described in the Scope of Services.
- **5.3 References:** List references from contracts similar in size and scope. Respondents must provide references that can contacted.
- **5.4 Personnel Listing:** Identify specific personnel that will be assigned to the project and the number of hours each will spend. This list should be organized to show personnel and time commitments in relation to the activities outlines in the Scope of Services. Provide resumes for all assigned staff. Identify one or more individuals to be designated as a contact person for assignments, billings and general contract administration. Subcontractors should also be listed including identification of any that are certified in the City of Minneapolis Small and Underutilized Business Program.
- **5.5: Cost of Services:** Indicate proposed cost of service including how the costs were determined based on rates, direct costs, and list of charges per classification of employee. Proposed cost of service should include a budget categorizing expenses by types of services relevant to the scope of work.

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

- An estimated fee for the project based on your understanding of the project and services. Itemize the estimate according to project phases and types of service.
- An hourly rate schedule for all personnel that will be assigned to the project.
- An estimate based on the consultant's experience of reimbursable expenses.
- **5.6 Timeline:** The consultant should propose specific dates for completion of each project phase. Project needs to be completed and through approvals process by March 2008.
- **5.7 Insurance:** Provide proof of insurance coverage to at least meet the minimum requirements listed in item #6 of the Section "Request for Proposals General Requirements".

Section 6.0: Evaluation Criteria

All proposals received within the stated deadline will be reviewed by a committee of CPED staff members and steering committee members. The committee will select one consultant team 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 in technical expertise required 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
- Diversity of staff team
- Review of references
- Cost to provide the requested services and deliverables

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

Section 7.0: Proposal Submission

Proposals shall be delivered to CPED on or before:	
--	--

4:00 p.m. Central Time, _____, and delivered to:

City of Minneapolis Finance Department Procurement Office Re: Central Avenue Plan Update Towle Building 330 2nd Avenue South, Room 552 Minneapolis, MN 55401

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

ATTACHMENTS:

Guidelines for Graphic and Data Deliverables for CPED Planning Contracts

General Conditions for Request For Proposals (RFP)

The General Conditions 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 the 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 the 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 363A, 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.

If required by the City, 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 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5 <u>Disability Compliance Requirements</u>

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. 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 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, Minnesota Statutes Chapter 363A.

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.

6 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 Contract, to comply with these provisions.

7 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 reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through 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 Statutes, section 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.

8 Assignment or 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 written approval of the City Department Contract Manager designated herein.

9 General Compliance

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

10 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.

11 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 work and/or 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 to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

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 Contractor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for 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 Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance, Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

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 (only for Contracts awarded using RFP).

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 Billboard Advertising

City Code of Ordinance 109.470, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21 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 comply with the City's Code of Ethics, City 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.

21 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract 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 non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after 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.

22 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.

23 Intellectual Property

Subject to the sub-section entitled (insert the number here if applicable) below, 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.

(a) <u>For Artwork:</u> The City shall possess and own the Public Artwork to be provided by the Contractor. The Contractor retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Contractor shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Contractor grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the City.

The Contractor grants to the City and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Public Artwork and designs developed under this contract shall be the exclusive property of the City and will be surrendered to the City upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this contract.

If the Pubic Artwork prepared under this contract is work or service provided by the Contractor using a proprietary system for which the Contractor has proprietary rights, then the City will not own or claim the Public Artwork as the City's exclusive property. The Contractor represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

(b) <u>For Licensed Software:</u> Contractor retains ownership, intellectual property rights and title to its software. Contractor also retains proprietary rights to documentation, manuals and related documents associated with its software. Contractor also retains ownership, title and interest in

all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the City's receipt of the license key or the access code to, and installation of the software.

All rights of the City to use the software are indicated with particularity in the "License and Maintenance Agreement" between the Contractor and the City, attached hereto and made a part of this Agreement. Any additional terms or conditions regarding intellectual property rights, ownership rights confidentiality and indemnification shall be in accordance with the License and Maintenance Agreement.

The City understands and agrees that upon the expiration or termination of this Agreement, the Contractor will cancel the license key or access code and the software will be disabled or removed.

Contractor recognizes and agrees that reports, data, diagrams and other results and outcomes from the City's use of the software and the information and data entered into the software by the City is retained by the City as its property.

- (c) For specifically commissioned development of intellectual technology: Subject to subparagraph (a), "Pre-existing Technology" below, the City will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Agreement. Subject to the ownership rights in the preceding sentence and in the pre-existing technology paragraph below, the Contractor will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Contractor. The Contractor grants the City a perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.
 - (i) <u>Pre-existing Technology:</u> Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that is acquire no rights under this Agreement to the other party's pre-existing, intellectual property, other than any limited right explicitly granted in this Agreement.
 - (ii) <u>Data-Ownership:</u> The City is the sole owner of all information, data, algorithms, policies or programs used by the Contractor in designing, developing and producing the "Work" that is the subject of this Agreement.
 - (iii) <u>Further Assurances:</u> Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Agreement.

24 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/procurement/docs/equal benefits ordinance.pdf.

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

25 <u>Small & Underutilized Business Program (SUBP) Requirements</u>

Please attach the following as applicable:

(Attachment for projects with SUBP goals)

(Attachment for projects without SUBP goals)

ATTACHMENT 1

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. This includes any final communication 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 desires to keep its publications in formats that are easy to mail, shelf, and file (see *Dimensions* in the *Reproduction Method* section.) We also want to ensure that additional copies may be easily reproduced through photocopy or other affordable processes. We reserve the right to edit. 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.

We do not require a particular standard for page layout or type face however we do ask you to design for legibility and reading speed and comfort. It is generally more desirable that the graphic and textual elements clearly convey our information than to squeeze the most information into the smallest space.

It is important that images and graphics be able to convey their information when produced in grayscale printing or when photocopied. Please 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 our documents are frequently photocopied. In order to maintain identification, we want the following information to appear on each page. The information may be divided among the header, the footer, or a floating footer:

- the name of the document
- the authorizing organization; for example, Minneapolis CPED Planning Division
- the publication date or revision date
- the draft or version number, if applicable
- the page number

We prefer to limit or eliminate the use of foldouts, inserts, pockets, blow-ins, etc.

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

We like to receive PDF versions of documents as well as the paper versions. Please send one version in screen format (75 DPI) and one version in 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.