

REQUEST FOR PROPOSALS

OCTOBER 2006

TRANSIT-ORIENTED DEVELOPMENT STRATEGY FOR THE
46th AND HIAWATHA LRT STATION AREA

Final Document dated October 23, 2006



CITY OF MINNEAPOLIS

COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT
DEPARTMENT

Proposal Deadline: 4:30 PM, Monday, November 13, 2006

Request for Proposals

For consultant services to the City of Minneapolis to prepare a
**Transit-Oriented Development Strategy for the 46th & Hiawatha LRT
Station Area**

within a budget that is not to exceed \$130,000

The City of Minneapolis is seeking the services of a multi-disciplinary consultant team to assist in the creation of a transit-oriented development (TOD) strategy to facilitate the implementation of the 46th & Hiawatha Station Area Master Plan, the adopted small area plan for this transit station area.



Team members will be expected to include expertise in the following areas:

- Project management and community involvement
- Transportation planning, parking management, traffic analysis and place-based street design
- Civil engineering, storm water management and infrastructure design, and low impact development
- Real estate development, real estate market analysis and pro-forma analysis
- Land use planning, architecture, landscape architecture and urban design.

This TOD strategy, including refined and updated station area development vision, conceptual infrastructure designs, alternative development scenarios for several key opportunity sites, and supporting market and transportation analysis will build upon previous comprehensive, community and neighborhood planning that has been done in this area, refine and update that work as needed, and provide additional technical information necessary to move planning goals towards implementation. This process is also intended to build broad community consensus – including neighborhood residents and property owners, policy makers and public agency staff - around a feasible action plan for public and private

activities to promote the emergence of a pedestrian and transit-oriented development district around the LRT station area that is well integrated with the existing neighborhood and consistent with the general policies and objectives in the adopted Station Area Master Plan.

Within this emerging Transit-Oriented Development district and the surrounding residential neighborhoods, there is the expectation that in the future residents, visitors and employees will be able to reduce their use of automobiles; fully utilize the district's premium transit services; take advantage of convenient retail services and live-work opportunities; benefit from improved environmental conditions, pedestrian and bike facilities, and access to park amenities; and respond to the pedestrian district character of new private development and public infrastructure in making local transportation choices.

This strategy will focus upon developing specific recommendations for overcoming environmental, infrastructure and market barriers to the public and private implementation of the station area vision, developing design concepts for catalyst public infrastructure investment, development scenarios for development opportunity sites, and packaging the technical information into an updated vision, a detailed action plan, a TOD strategy report, and summary brochure.

Study Area and Related Plans

The area located within one-half mile of the 46th Street LRT station is designated as a transit station area (TSA) in the Minneapolis Plan, the City's Comprehensive Plan, which also establishes policies for this land use policy feature.

The 46th & Hiawatha Station Area Master Plan was adopted in 2001. This small area plan identifies the area of anticipated land use change and transit-oriented development within the station area, as well as the area to be preserved as single family housing. The Master Plan establishes the land use framework, policies and urban design guidelines for the station area, and also identifies several proposed infrastructure projects. This plan also establishes that creating and maintaining high environmental quality – through support for compact, transit and pedestrian friendly development, and use of low impact development, greening, and sustainable development techniques - is a central community goal and theme for this station area. See the attached map of the consensus 46th & Hiawatha station area plan.

Both the Minneapolis Plan and the 46th & Hiawatha Station Area Master Plan are available on the City website at:

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

The 46th & Hiawatha Station Area Master Consensus Plan vision will serve as the baseline for the development of alternative development scenarios that align the broad plan vision, proposed infrastructure improvements, economic feasibility, public policies and implementation steps. Development standards identified in the 2001 Master Plan will serve as the benchmarks for new development scenarios. The alternative development scenarios prepared for this development strategy should be driven by current and predicted future market conditions, as well as updating the baseline analysis of the Master Plan.



The 46th Street LRT Station Area Redevelopment Plan was adopted by the City Council in 2003. The boundary of the redevelopment project area coincides with the change area identified in the 46th & Hiawatha Station Area Master Plan.

Consultants should also review neighborhood plans and housing studies prepared by the greater Longfellow and Standish-Ericsson neighborhoods.

The 46th & Hiawatha LRT station area enjoys significant access to downtown Minneapolis and other regional destinations, as well as proximity to a number of important amenities. The LRT station, the significant network of local and regional bus routes, State Highway 55 (Hiawatha Avenue), the arterial street network (Minnehaha Avenue and 46th Street east of Hiawatha Avenue), and local bike and pedestrian facilities provide a significant range of transportation choices for area residents and businesses. Proximity to Minnehaha Park and the Mississippi River Gorge, the high quality of single family housing stock in the surrounding residential neighborhoods, as well as excellent access to shopping, employment and entertainment opportunities in downtown Minneapolis and in the nearby Highland neighborhood in St. Paul, are important amenities that reinforce the opportunity for complementary transit-oriented development that integrates well with the neighborhood.

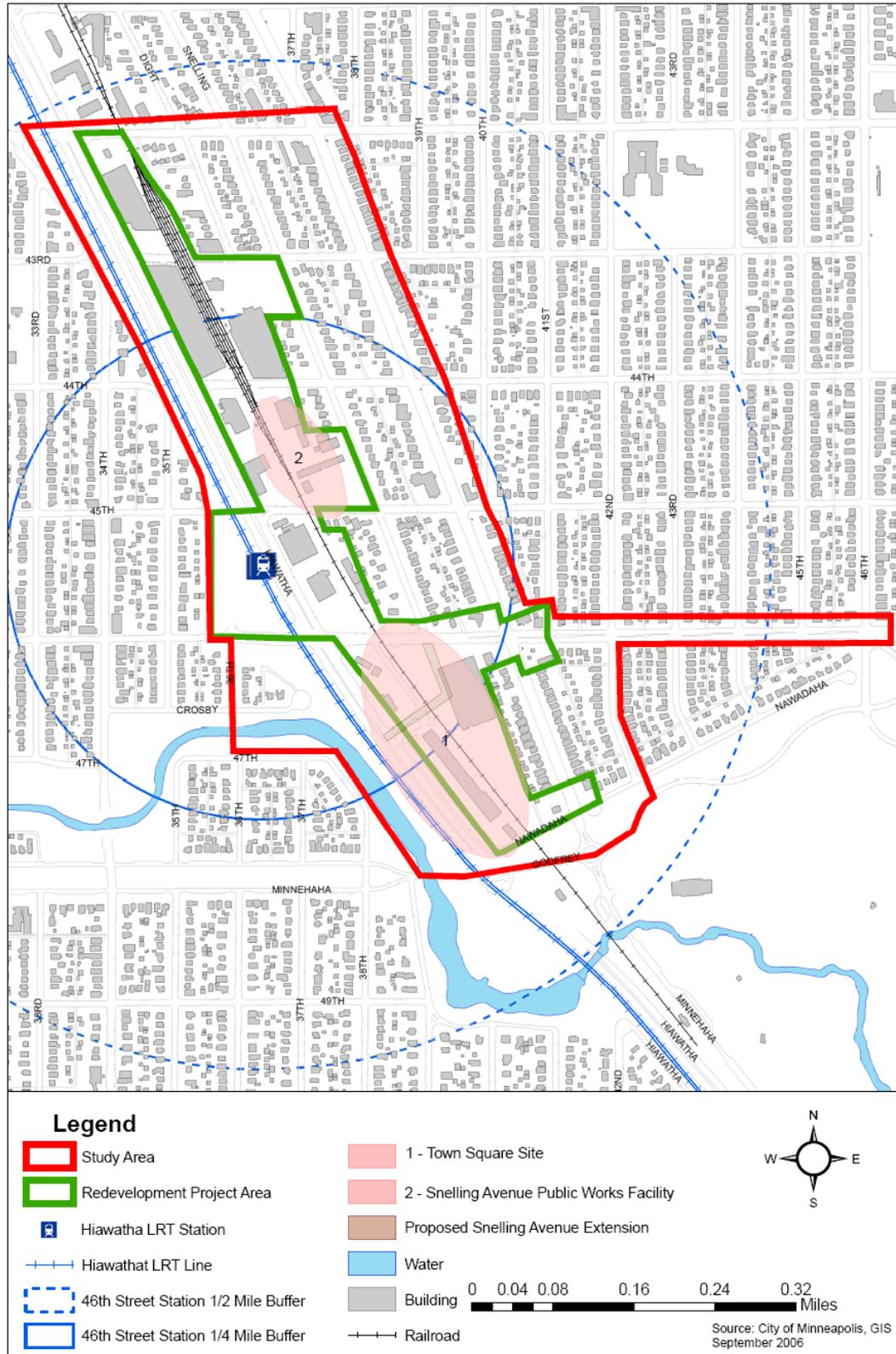
This study will conduct research and evaluate implementation strategies at several nested geographic scales (See attached maps). First, it will focus upon existing transportation infrastructure and traffic patterns, stormwater drainage, land use and real estate market dynamics within a larger 46th & Hiawatha study area. This larger study area is roughly bounded by 42nd Street on the north, a line running parallel to and approximately one block east of Minnehaha Avenue on the east, Minnehaha Creek on the south, and a line running parallel to and approximately one-half block west of TH 55 (Hiawatha Avenue) on the west. The study area also incorporates a narrow easterly extension that includes all of the street right-of-way and intersections along 46th Street as it approaches the Mississippi River.

Within this larger study area a smaller area comprised of auto-oriented commercial buildings, industrial properties and the railroad and powerline corridor is identified in the 46th & Hiawatha Station Area Master Plan as the redevelopment area. The redevelopment area includes the property anticipated to transition towards more transit and pedestrian-oriented land uses and building forms during the next fifteen or twenty years as the plan is implemented. The conceptual designs for street and stormwater infrastructure and the development scenarios for potential catalyst development sites will focus in greater detail on specific blocks and street frontages identified as redevelopment areas within the adopted 46th & Hiawatha Station Area Master Plan and the 46th Street LRT Station Area Redevelopment Plan.

Concurrent and Proposed Projects

There are several public and private projects that are occurring concurrently with this study or are proposed for future implementation. These projects should be researched, monitored, described and referenced within this plan. It is expected that the selected team will share information and also coordinate its work with other projects that are in progress. It is anticipated that the research findings and recommendations of this development

Request for Proposals for 46th & Hiawatha Transit Oriented Development Strategy



strategy will inform the planning and implementation of other proposed or concurrent projects.

Concurrent or proposed projects include:

- The City of Minneapolis is working on a comprehensive citywide Transportation Action Plan that addresses a full range of transportation options and issues, including pedestrians, bicycles, transit, automobiles, and freight. The 10-Year Action Plan will also include additional materials, including a Web-based transportation fact book; a transit and street operations plan for downtown; and new street design guidelines that reflect the characteristics of the surroundings.
- Significant traffic studies have been completed during the past decade to support the design, (re)construction and management of Hiawatha Avenue (TH55) and Hiawatha LRT, and recent studies have continued to evaluate and propose modifications to the traffic signal systems. These studies should be reviewed and evaluated as a significant source of traffic information for the study area.
- Capital funding to construct a new Snelling Avenue extension south of 46th Street has been included within the City's Capital Improvement Plan. The City has begun discussions with the property owner for the acquisition of the property that will include the right-of-way for this street. The City is also identifying funding sources for acquiring this right-of-way property.
- The Metropolitan Council has declared portions of the 46th Street LRT Station site to be surplus property. There are two potential development sites at the station. The City of Minneapolis is coordinating with the Metropolitan Council to facilitate the disposition for development of this surplus property, and it is anticipated that an RFP will be issued during the next year.
- Private development is underway for Hiawatha Flats, a 233 unit multi-building market rate apartment complex bounded by Snelling Avenue, East 44th Street, the Canadian Pacific RR tracks, and East 43rd Street. The first two buildings are currently under construction by the developer, KK-Five Corporation.
- Private development is underway for a 27-unit condo building at the northwest corner of East 46th Street and 46th Avenue South by Master Development.
- Capital Growth, a real estate development company, has proposed a major mixed-use development project, called Longfellow Station, for the 38th Street LRT station area. The developer is in the pre-development planning stage and has been conducting extensive discussions with the neighborhood and City staff regarding this project. The first phase of the project is proposed for the former Purina Mill site, located at the southeast corner of 38th Street and Hiawatha Avenue.
- Proposed funding for reconstruction of Minnehaha Avenue between 46th Street and Lake Street has been included in the Hennepin County Capital Improvement Program. It is anticipated that planning for this project will begin within the next three years, with construction occurring after 2010,

- Hennepin County Housing, Transit and Community Works staff are currently evaluating a proposal to establish a Community Works Project in the Hiawatha LRT Corridor that would include the 46th Street LRT Station, and portions of this study area. If this project is established it is anticipated that several corridor-wide market and transportation studies may be conducted in 2007.
- Capital funding for a new City of Minneapolis Public Works maintenance campus at East 26th Street and Hiawatha Avenue has been included in the Minneapolis five-year Capital Improvement Plan. Construction of the new facility will allow the vacation and redevelopment of the Snelling Avenue Public Works maintenance facility, located at 4444 Snelling Avenue, which is one of the opportunity sites that will be evaluated in this study.

Outline of Scope of Services:

Overall, the 46th and Hiawatha Transit Oriented Development Strategy will help to reinforce existing neighborhood assets, stimulate community revitalization and promote transit-oriented development by providing:

- A baseline analysis of existing conditions and barriers to development including an updated market analysis, traffic analysis, and a storm water infrastructure analysis
- Concept design for proposed new street infrastructure, stormwater infrastructure, and utility modifications, including feasibility assessments, cost estimates, and funding strategies.
- Development scenarios (including alternates analysis, identification of preferred scenarios, and preliminary pro forma analysis) for two significant opportunity sites in the LRT station area - the Town Square site and the Snelling Avenue Public Works site - and for a third site (to be determined) within the redevelopment project area.
- Recommended phasing, timelines, costs, procedural steps and funding strategies for public infrastructure investments, utility modifications and modifications to railroad right-of-way within the project area.
- Estimates of additional public investment necessary to support this station area development program by cost component, including affordable housing, brownfield remediation, public parking structures, etc.
- Updated station area development vision incorporating recent development projects, preferred opportunity site development programs, proposed street and infrastructure designs, and area-wide development program, including projected phasing of development within the station area, development program and parking program matrix organized by block and by site, an updated station plan vision, including three-dimensional massing drawing, and at least ten representative perspective renderings of proposed future conditions at key development sites, infrastructure projects, or specific areas or viewpoints within the station area.

- A ten-year action plan identifying immediate, near-term and longer-term actions to implement the plan and proposed public or private responsible parties.
- A completed TOD strategy document that integrates and combines the technical studies and exhibits completed in the study process, and serves as the final strategy document.
- A concise summary brochure and summary PowerPoint of the implementation strategy with strong graphic content that can be used with funding applications, community education and advocacy, and property owner and market outreach.

Tasks and Project Deliverables

The consultant team shall provide, in a timely fashion, electronic versions to be posted to the City website or distributed electronically of Project Advisory Committee meeting agendas and minutes, the flyer to announce the public meeting and agenda, and all deliverables (including intermediate work products and technical memoranda).

More specifically, production of the Transit-Oriented Development strategy shall include the following tasks and deliverables, which combine and reflect technical analysis, concept level design, and consultant team experience and recommendations:

Task 1: Work Plan and Project Management

Consultant team will meet with City Staff and the Project Advisory Committee to refine the project schedule and work plan. Project team will identify the specific research steps, analysis, work products and deliverables to be completed.

In order to accomplish the tasks identified below, the consultant team should anticipate having contacts with the property owners and business tenants within the study area, and also convening at least one developer focus group meeting and one property owner focus group meeting. The consultant team should also anticipate bi-weekly phone conversations with the City project manager, a minimum of eight project advisory committee meetings (including five focused work sessions and three milestone meetings), and one public community meeting.

It is assumed that milestone meetings of the project advisory committee will have a multi-disciplinary focus and include participation from more members of the consultant team than the focused work sessions, which will cover more limited and specialized research topics.

Deliverables: Detailed project scope, budget and schedule for meetings, research steps, and deliverables.

Task 2: Baseline Analysis and Consensus Plan Update

Collect primary data, create block and parcel inventory for the redevelopment area, review approved and proposed projects, interview property and business owners within the redevelopment project area, and update the area consensus plan vision from the master plan to incorporate changes since the plan was approved.

Collect and evaluate existing traffic studies and data.

Provide a baseline analysis of the barriers to private market implementation of the development vision in the adopted 46th & Hiawatha Master Plan.

Update the station area market study and growth projections. Focus on trends for retail, housing and office market demand during the next ten years. For housing, estimate the demand and absorption potential for both multifamily ownership and rental units. Identify assumptions regarding the demographics of TOD housing demand, price and affordability of housing products, as well as size of units. Analysis should describe how recommended housing mix provides housing choices, relates to the filtration and market demand for existing neighborhood housing, and expands life-cycle housing options for the neighborhood, including senior housing options. For retail, evaluate the likely market timing, scale, potential location, configuration and mix of retail within the station area.

Evaluate the potential impact of public infrastructure investments and catalyst projects on enhancing market demand and timing of absorption, impacting property owner plans and developer interest in transit-oriented development, and impacting the location and timing of development within the station area. Develop a range of market projections that identify and reflect the potential impact of development at other neighborhood stations.

Evaluate the likely phasing scenarios and options for development within the station area, identifying sub-districts of the redevelopment area located both north and south of 46th Street. Differentiate development opportunities that are dependent upon public infrastructure investment or utility relocations from development opportunities that are more dependent upon private property owner and developer decisions.

Create a baseline traffic analysis for the larger LRT station area that can be updated to reflect the impact of development scenarios and infrastructure designs prepared in subsequent stages of the implementation strategy.

Evaluate the track configuration and current use of the railroad corridor from 46th Street to Nawadaha Avenue, and between 42nd Street and 46th Street, and the services and facilities these segments of the rail corridor provide for current rail customers and for overall rail operations.

Evaluate the cost and feasibility of converting the twin towers in the high voltage powerline corridor south of 42nd Street to a monopole system. Provide separate cost estimates for utility modifications in segments north and south of 46th Street. Identify key private and public contacts, procedural steps and identify funding options and strategies

Evaluate the multi-modal capacity, functional performance and safety of 46th Street between the LRT station and the Mississippi River. Identify options and objectives for the functional role and performance of the proposed Snelling Avenue extension relative to strategies for enhancing the safety and capacity of 46th Street.

Map drainage patterns, and the location, type and capacity of existing stormwater infrastructure within the station area. Evaluate the feasibility, cost and procedural steps for relocating the storm water retention pond from the west side of Hiawatha Avenue to the east side. Evaluate the feasibility of creating a series of linear surface features and underground stormwater infrastructure, including features such as planted filtration basins, wet and dry channels, weirs, and ponds to be located in two segments of the railroad corridor after it is vacated - between 46th Street and Nawadaha, and between 46th Street and 43rd Street - to manage stormwater needs on an area basis, provide an amenity system for new development, and establish an access corridor from 46th Street to Minnehaha Park. Review existing research and identify any general guidelines necessary for below grade construction related to new development within the redevelopment area in order to avoid adverse impacts on groundwater recharge for Camp Coldwater Springs.

Deliverables: One or more technical memoranda including baseline station area evaluation, infrastructure analysis, baseline traffic analysis for the LRT station area, and updated market assessment for station area.

Task 3: Milestone Advisory Committee Meeting

A milestone meeting of the Project Advisory Committee shall be held upon the completion of Task 2 to review findings and deliverables, and evaluate research strategies and assumptions for upcoming Task 4 and Task 5.

Task 4 and Task 5 should be prepared through an iterative process that combines the design and engineering skills of transportation, planning, urban design, development and environmental professionals within the project team.

The consultant team will move from preliminary infrastructure sketch concept designs to more refined concept designs and layouts as information is evaluated and preferred options are identified throughout the process moving from Tasks 4 through 10. Alternates may be proposed and evaluated with less technical information than the final analysis provided for the preferred designs.

The consultant team will also move from preliminary alternate development scenarios to more refined scenarios as information is evaluated and preferred options are identified throughout the process moving from Tasks 4 through 10. Alternates may be proposed and evaluated with less technical information than the final analysis provided for the preferred alternates.

Task 4: Concept Designs for Streets and Stormwater infrastructure

Develop sketch concept designs and cross-sections for 46th Street between Hiawatha Avenue and just east of 46th Avenue South. Street sections should include right-of-way width, curb-to-curb width, travel lane width and quantity, bike lanes, medians, turning lanes, parking lanes, sidewalk width, boulevard or streetscape concepts as proposed. Identify bus stops. Illustrate concept design on aerial photograph.

In conjunction with the preparation of alternative development scenarios for the 46th Street Town Square site, located south of 46th Street and east of Hiawatha Avenue, develop alternative alignments and sketch concept designs and cross-sections for the extension of Snelling Avenue south of 46th Street. Design team should review options for alternative street design concepts for improving traffic flow and intersection safety on 46th Street, establishing a street network to provide access to businesses and development sites south of 46th Street, and configuring residual land into new development parcels with appropriate street access for transit and pedestrian oriented redevelopment. Explore the feasibility of a signalized connection at Hiawatha should development densities and traffic generation support that connection. Utilize context-sensitive, place-based and multi-modal transportation design strategies.

After a preferred alternative has been identified for the Town Square development scenario following Task 6, prepare final concept designs, street layouts on aerial photographs, cross-sections, right-of-way alignments, and cost estimates.

All street designs should meet appropriate City, County and MSA standards for their functional role and proposed funding sources.

In conjunction with the preparation of alternative development scenarios for the Town Square site, develop several alternative design concepts for green infrastructure, including area stormwater infrastructure, to mitigate the impacts of compact development and provide an amenity structure for development. Depending upon options identified by research in Task 2, explore scenarios that incorporate capacity to relocate the retention pond from the west side of Hiawatha Avenue.

When the preferred alternative for the Town Square site has been identified following Task 6, develop more detailed preliminary concept designs and recommendations for stormwater infrastructure to support the preferred scenario.

Deliverables: Alternative concept designs, preliminary budgets and supporting analysis for street and utility infrastructure improvements.

Task 5: Opportunity Sites concept development and alternatives analysis

Develop several alternate sketch concept plans for the 46th Street “Town Square” site located on the south side of 46th Street between Hiawatha and Minnehaha Avenues. Alternates should reflect options explored with the project advisory committee regarding design and alignment of the Snelling Avenue extension, the density and mix-of uses, district storm-water management and green amenities, public circulation improvements linking the LRT station and 46th Street to

Minnehaha Park, parking requirements and parking management strategies, parcelization, and phasing of development. For each alternate scenario provide preliminary:

- Development program
- Basic site plans and building footprints
- Public space design concepts
- three-dimensional massing study
- preliminary pro-forma feasibility analysis of project components, including all assumptions regarding private or public costs, phasing and financing
- estimated tax base impacts
- analysis of residual land value based upon proposed development program

After the preferred alternative has been identified in Task 6 and in consultation with the project advisory committee, develop final architectural and site design images, development program and parking matrix, cost estimates and more detailed pro forma to illustrate the preferred scenario.

Develop two alternate development scenarios for the Public Works Snelling Avenue Yards site. Provide the level of analysis identified above. Evaluate the relationship of the proposed site plans with future access and development of the sites located on the same block immediately west of the railroad corridor. When the preferred alternative has been identified in Task 6 and in consultation with the project advisory committee, develop final architectural and site design images, preliminary budget and pro forma to illustrate the preferred scenario. After the preferred alternate has been identified, propose development objectives for the site that could be incorporated into a City request for proposals for private development.

Based upon interviews with existing property owners, identify any private owners that are interested in exploring the feasibility of redeveloping their sites. In consultation with project advisory committee, identify one additional site to provide a single development feasibility analysis, site plan, development program, and massing study for that site. Develop architectural and site design images, preliminary budget and pro forma to illustrate this scenario

Deliverables: Alternative development scenarios, development programs, preliminary development budgets and preliminary pro forma analysis for the three sites.

Task 6: Milestone Meeting and Public Workshop Meeting

A milestone meeting of the Project Advisory Committee shall be held upon the completion of Task 5 to review findings and deliverables prior to the presentations at the public meeting.

The public meeting should review the adopted 46th & Hiawatha Station Area Master Plan vision and update the vision to reflect recent and proposed public and private projects. Identify barriers to implementation of the plan by the private market. Present findings on baseline traffic and market analysis, and the existing stormwater,

utility, railroad and street infrastructure. Present and review alternate development scenarios for the opportunity sites, street and infrastructure concept designs, development feasibility analysis and infrastructure cost estimates. The public meeting should utilize citizen engagement exercises to solicit community input and opinions regarding infrastructure concepts and development scenario alternates.

Deliverables: Meeting announcement and agenda. Consultant PowerPoint presentation and presentation boards for public meeting. Meeting summary, community input and information collected from citizen engagement exercises.

Task 7: Identification and Refinement of Preferred Development Scenarios and Concept Designs for Street and Infrastructure Improvements

After review of technical information and input from public meeting and Project Advisory Committee, consultants shall recommend preferred concept plans and development scenarios and complete refined technical analysis for the preferred alternate.

Deliverables: Copies of aerial photographs with concept designs and layouts shown for the Snelling Avenue extension and for 46th Street between Hiawatha Avenue and just east of 46th Avenue South. Provide cross sections for the Snelling Avenue extension and for 46th Street between Hiawatha Avenue and just east of 46th Avenue South. Provide preferred Town Square concept designs for green and stormwater infrastructure. Complete preferred development scenarios for opportunity sites.

Task 8: Updated Station Area Development Vision and TOD Strategy

Provide a matrix for the development program identified for the redevelopment area in the implementation plan that includes total square footage of proposed development in housing, retail and office uses; total housing units and recommended mix of housing by unit size, tenure type, and projected market sales prices or rents; total employment; total development costs of proposed development (by block, sub-district, or phase); estimated property tax revenues generated by new development, automobile trip-generation rates for new development, and estimated ridership impacts of development program on LRT.

Utilize electronic design technologies to prepare preferred station area plan, develop three dimensional massing drawings, and produce at least ten color perspective drawings developed from a computerized wire frame model of the station area that communicates in graphic form the character of the place and environment created by transportation improvements, site development scenarios, and infrastructure amenities recommended in the implementation plan.

Integrate the preferred infrastructure concept designs, site development scenarios, and district build-out assumptions and prepare an analysis of changes to the circulation network in the area bounded by Minnehaha Creek, Minnehaha Avenue, 41st Street and Hiawatha Avenue. Utilize place-based and multi-modal design strategies to propose changes in the hierarchical role of local streets, options for

functional specialization of various streets (auto, pedestrian, green, etc). Identify particular street segments that are anticipated to experience significant changes in traffic volumes or function as collector streets. Include recommendations regarding criteria for establishing additional signalized intersections or specialized intersection treatments to support the emergence of a pedestrian-oriented multi-modal transportation district. Recommend any additional studies or strategies required for overcoming barriers created by Highway 55 to pedestrian or bike access to the LRT station from the redevelopment area.

Utilizing the updated plan concepts, develop a station area site and sub-district phasing strategy based upon stated assumptions regarding market strength, anticipated timing and phasing of public improvements and development opportunity sites, and site assemblage and infrastructure barriers. Identify specific strategies to reinforce the emergence of a transit and pedestrian oriented district with a distinctive identity that builds upon the strengths, accessibility and environmental amenities of the surrounding neighborhood.

Integrate the transportation concept plans, site development scenarios and area build-out assumptions at 5-year and 10-year time horizons and test development assumptions against multi-modal transportation system capacity. Provide a final traffic analysis for the station area reflecting transportation impacts of new development. Transportation capacity issues and mitigation strategies should be identified for the 10-year horizon.

Develop a 10-year composite list of all transportation projects proposed or anticipated for the station area, including projects already included in approved plans, projects anticipated based upon life-cycle replacement needs, and projects proposed in this implementation plan.

Develop a master project budget that identifies project specific public infrastructure costs based upon concept plans and estimates development subsidies required to deliver housing mix with 20% of the units affordable at 50% of metropolitan median income. Budget will also address estimated cost of any utility relocations, district stormwater management systems, public amenities, public parking, or pollution remediation identified in the plan.

Deliverables: Updated station area consensus plan, including mapping of sub-district designations and development program matrix, phasing concepts, massing model, and station area perspective images, incorporating catalyst infrastructure projects and opportunity sites. Provide supporting data, documentation and technical analysis in written and tabular form.

Task 9: Ten Year Action Plan

Consultants will prepare a ten-year action plan identifying immediate, near-term and longer-term actions to implement the plan. Specific public jurisdictional and community roles will be identified, as well as actions intended to promote the plan and recruit private participation in the implementation of the plan.

Deliverable: Action Plan Matrix and supporting analysis.

Task 10: Milestone Public Advisory Committee Meeting

Final milestone meeting will present and review preferred plan scenario and infrastructure concept designs, station area phasing assumptions and final station area development matrix and massing plan, development renderings, and traffic analysis. Meeting will review outcome of property owner and developer focus group meetings and recommended action plan, cost estimates, roles and timeframe for implementation of TOD strategy.

Task 11: Final Reports

Consultants will assemble the completed technical work and integrate into a final strategy document.

Consultants will prepare an executive summary of the implementation plan. The summary should provide a clear and concise summary of the implementation plan and action steps and contain strong graphic contents and easily understood data summary tables in a format that can be utilized as a color brochure for community information, education and market advocacy. The executive summary brochure should be matched with a PowerPoint slide show of the summary information.

A draft of the final report should be available for review by November 18, 2007. It is recognized that the technical analysis, concept designs and graphics will be virtually complete at the time that the draft report is submitted. However, consultants should anticipate incorporating minor revisions and modifications to the report text and study recommendations in response to the final review process.

Deliverables: 46th & Hiawatha Transit Oriented Development Strategy report, summary brochure, and summary PowerPoint.

Project Schedule

The consultants should develop a work schedule that corresponds to the following framework:

- All services and products related to this request for proposals are to be completed within 11 months of the contract award date. Final strategy documents and project billings must be completed and provided to the City no later than December 15, 2007, with draft final reports available for review at least four weeks prior to that date.
- A minimum of eight working sessions with the Project Advisory Committee to review methodology, evaluate research alternatives for opportunity sites and infrastructure designs, consider preliminary findings, evaluate public feedback and outreach, and review all presentation materials prior to public meeting.
- Three of the Project Advisory Committee meetings will be milestone meetings, where the consultants team will summarize the status of overall study findings and recommendations. These meetings will occur after the completion of Task 2, upon

Completion of Task 5 (prior to and in preparation for the public meeting), and after completion of Task 9.

- The other five of the Project Advisory Committee meetings will be working sessions focused upon more specific research topics and issues.
- A minimum of one public workshop will to be held at a time and location to be established in coordination with the project manager and Project Advisory Committee. The public meeting should be held no later than June 2007. Public meeting shall follow the completion of Task 5 in the project scope. The public meeting should be a working meeting, and include:

Review update of adopted 46th & Hiawatha Station Area Master Plan vision that includes recent and proposed public and private projects. Identify barriers to implementation of the plan by the private market. Present findings on baseline traffic and market analysis, and the existing stormwater, utility, railroad and street infrastructure. Present and review alternate development scenarios for the opportunity sites, street and infrastructure concept designs, development feasibility analysis and infrastructure cost estimates. Utilize citizen engagement exercises to solicit community input and opinions regarding infrastructure concepts and development scenario alternates.

Project Deliverables

For purposes of this request for proposals it can be assumed that 25 bound hard copies of the final strategy document and 250 copies of the summary brochure in color will be produced along with 100 CD copies containing all final report deliverable in pdf format. Electronic versions of all final and intermediate products will also be available to City staff as detailed in the attached "Guidelines for Graphic and Data Deliverables for CPED Planning Contracts."

Intermediate products, deliverables prepared at preliminary stages of the study process, shall be posted to the City's project web site for public review and comment at scheduled mileposts in the study process, after review and approval by City staff.

Strategy consistent with the Minneapolis Unified Housing Policy

Development scenarios should demonstrate how future transit-oriented development will address City housing priorities and achieve City housing goals consistent with the City's Unified Housing Policy, specifically:

- Minneapolis housing policy shall be consistent with The Minneapolis Plan, goals 4.9.1 through 4.19
- The City will foster the development and preservation of a mix of quality housing types that is available, affordable, meets current needs, and promotes future growth
- Minneapolis shall have as a clearly stated goal to grow the population and to have no net loss of housing across all income levels
- Each year the City will create more units affordable at 30-50% of Metropolitan Median Income (MMI) through new construction/positive conversion than the number

of habitable units affordable to 30-50% of MMI that are demolished as a result of City sponsored projects

- Twenty percent (20%) of the units of each City assisted housing project of ten or more units will be affordable to households earning 50% or less of the MMI
- The City will have a coordinated housing and economic development strategy on corridors that can benefit from and support increased housing density
- The City will focus on linking incentives to housing opportunities in proximity to jobs and transit
- No City funds or resources shall be used for operating subsidies and/or rental assistance for any units or projects initiated or created under this policy
- City of Minneapolis prohibits the demolition/condemnation/elimination of SRO-type housing for any project receiving City assistance in the City of Minneapolis
- Support development of affordable and mixed-income senior rental housing in all quadrants of Minneapolis
- The preservation and stabilization of federally (HUD) subsidized rental housing is a priority for the City
- The major problem underlying shelter use is the lack of affordable permanent and supportive housing
- The City of Minneapolis will be an active partner in the City-County Homeless Task Force to address the housing needs of the homeless

Process Expectations

The chosen consultant team will engage representatives of the community throughout the course of this project through a variety of community engagement techniques including advisory committee meetings, public workshop, stakeholder interviews, property owner and developer focus groups, and the preparation of electronic documents necessary for the City to maintain a project website (including the posting of meeting announcements, agendas, minutes, technical memoranda, and intermediate and final project deliverables). At the public workshop community engagement exercises must be structured so as to invite input related to community preferences while providing context in terms of overall city goals and policies, costs, design criteria, market support, stakeholder roles and objectives, and economic feasibility. Community is defined to include:

- Neighborhood owners and residents including home owners and renters
- Business organizations and business owners/managers
- Property owners and managers
- Users of the 46th Street Station Area including park visitors, transit users, shoppers, employees, passers-by, and members of community-based religious or social organizations.

The Project Advisory Committee, comprised of approximately fifteen members, will be established prior to the award of the consultant contract to provide feedback and guidance, and be primarily responsible to assist with community outreach. The project advisory committee will facilitate the flow of information to the community, and represent the community in the alternatives analysis and decision making process as the 46th and Hiawatha Transit-Oriented Development Strategy is prepared.

Public sector staff members with relevant technical expertise and roles are being identified and will be available as needed through the course of the planning process. A core group of City staff will participate in all of the project advisory committee working meetings.

Consultants shall provide City staff with text and graphics materials as needed for meeting notices, although distribution shall be coordinated by the City and neighborhood partners. Special outreach efforts will be coordinated by the City and Project Advisory Committee to promote participation and input from neighborhood constituencies that fully represent the diversity of the community. Requested translation services for public meetings will be provided by the City.

Consultants will be required to document outreach measures, communications and meeting minutes for the public workshop, focus groups and advisory committee meetings, in addition to attendance at meetings and events, in the final report.

Proposal Content

Responses to this Request for Proposals shall include:

- **Letter of Interest (1 page)**

1. The letter of interest shall state that the project schedule can be met by the consultant team.
2. A statement in the letter of interest shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and Request for Proposal General Requirements.
3. The letter shall name, and provide detailed contact information for, the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract which may result. The letter of interest must be signed by a legal representative of the consultant firm with authority to execute contracts on behalf of the firm.
4. Signature of authorized corporate officer for each entity proposing as part of team.

- **Cover Page (1 page)**

Utilize a cover page that includes the following information:

1. Consultant's name and mailing address
2. Federal ID number or Social Security Number
3. State ID number
4. Contact person's name, title, phone number, fax number and e-mail address
5. List of any sub-consultants on the project team.

- **Approach to Project (maximum 6 pages)**

Provide a conceptual summary of the proposed approach to the project. Identify proposed objectives and methodologies to be utilized for both the strategy scope elements and community process. Proposals are encouraged to consider alternative study sequences, products and approaches to accomplishing the goals of the strategy process in a more cost effective manner, or to propose elimination of less essential study elements if necessary in order to propose within budget.

- **Scope of Services with Timeline (maximum 3 pages)**

Provide a more detailed work plan and schedule that includes process steps as well as delivery dates for intermediate products and the final strategy document. Include a detailed listing and description of proposed tasks and deliverables broken down by firm, staff time and duties. Identify in detail the minimum number and type of maps and graphic products that will be provided for each task in the scope of services, including examples from other projects if possible.

- **Experience and References (maximum 8 pages)**

Provide background on all firms and subcontractors. Include information related to each firm's organization, size, capacity, and experience relevant to the 46th & Hiawatha TOD strategy scope of services. Include examples of projects completed for other public sector clients that show competency in topics and methodologies relevant to the scope of services. Provide references related to projects that are similar in size and scope to this project that may be contacted by the City project manager.

- **Personnel and Business Certification (maximum 12 pages)**

Identify specific personnel from all firms who will be assigned to this project, their roles, and the number of hours each will spend. The 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 contacts 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 (Disadvantaged Business Enterprise) contractor.

- **Conflict of Interest (1 page)**

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 services for the City of Minneapolis with respect to the provision of a transit oriented development strategy for the 46th & Hiawatha Station area as described in this request for proposals.

- **Cost of Services (maximum 3 pages)**

Indicate proposed cost of services organized by firm, by personnel, and by projected hours assigned to tasks and deliverables. Show how these costs are determined based on hourly charges for employees and anticipated direct costs. Submit an example of the firm's actual billing format. Indicate total not-to-exceed cost, including reimbursable expenses, for the completed TOD strategy.

- **Insurance Coverage (maximum 2 pages)**

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

- **Format**

One signed original, ten paper copies and 30 CD copies (pdf format) of the proposal are required. Proposals must be on standard 8 1/2" by 11" paper. Proposals and supporting documentation must be submitted in a sealed envelope labeled "46th and Hiawatha Transit Oriented Development Strategy." 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 Due Date and Location

Proposals shall be delivered to CPED on or before:

4:30 p.m. Central Standard Time, Monday, November 13, 2006, and delivered to:

Contract Services
Re: 46th and Hiawatha Transit-Oriented Development Strategy
Community Planning and Economic Development
105 Fifth Avenue South, Suite 200
Minneapolis, MN 55401

Proposals received after the deadline may not be accepted. It is neither CPED's responsibility nor practice to acknowledge receipt of any proposal. 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 Mark Garner, CPED Economic Development Division, no later than Thursday, November 2, 2006 at 4:30 p.m., utilizing the following contact information.

Mark Garner
Senior Project Coordinator
Department of Community Planning and Economic Development
105 5th Avenue South, Suite 200
Minneapolis, MN 55401
Mark.Garner@ci.minneapolis.mn.us

The Minneapolis Department of Community Planning and Economic Development reserves the right to modify or issue amendments to this Request for Proposals. The department contact cannot vary the terms of the RFP. Questions will be answered in writing and any responses or amendments to the RFP posted on the CPED website no later than Monday, November 6, 2006 at 4:30 p.m.

(www.ci.minneapolis.mn.us/cped).

A pre-proposal conference will be held for firms planning to submit proposals. The pre-proposal conference is scheduled for Monday, October 30, at 10:00 a.m., in Conference Room 2 at the Crown Mill, 105 5th Avenue South, Suite 200, Minneapolis. Firms interested in attending the conference are requested to notify Mark Garner in advance.

All proposals received within the stated deadline and that include all of the required elements will be reviewed by City staff and the Project Advisory Committee. One or more consultants (or consultant teams) may be asked to make a presentation to the Project Advisory Committee after proposal submission. One consultant (or consultant team) will be selected to provide the services described in this RFP. The entire selection process is expected to take several weeks.

Anticipated timeline for consultant selection:

- Submission deadline: November 13, 2006
- Review and evaluation of proposals: November 13–17, 2006

- Selection of Finalist(s): November 17
- Presentation by finalists to review committee: afternoon of November 20, 2006
- Panel selection of preferred consultant proposal: November 20, 2006
- Award of contract by Minneapolis City Council: December 22, 2006
- January execution of contract and start of study.

Evaluation Criteria

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

Criteria
<p>Project Team and Firm’s Capabilities</p> <ul style="list-style-type: none"> • Demonstrated qualifications, technical expertise and experience of firms and personnel relevant to technical and process elements • Ability to communicate findings, ideas, concepts, and policies through a combination of written and graphic mediums • Proposed team organization and management of project • Participation by DBE or Small and Underutilized Businesses
<p>Project Understanding and Approach</p> <ul style="list-style-type: none"> • Quality, completeness, and clarity of proposal • Demonstrated understanding of the project scope • Proposed methodological approaches to strategy scope and process elements • Relative allocation of time and costs between different project components
<p>Relevant Project Examples</p> <ul style="list-style-type: none"> • Demonstrated capacity to communicate findings, ideas, concepts, and policies through a combination of written and graphic mediums • Demonstrated capacity to successfully complete similar projects • Review of references
<p>Proposed Cost</p> <ul style="list-style-type: none"> • Itemization and allocation of staff resources in relation to the tasks outlined in the project scope • Cost to provide the requested services and deliverables • Value, quality and quantity of services provided, including specific graphic products proposed

CPED reserves the right to reject any and all proposals. Note that cost is only one of several evaluation criteria, and the proposal with the lowest cost estimate may not be selected.

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 contract, 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 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.

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.

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. 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.

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), plasticcoil, 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.