

REQUEST FOR QUALIFICATIONS

August 6, 2010

LANDSCAPE ARCHITECTURE SERVICES: PEAVEY PLAZA REVITALIZATION PROJECT

THE CITY OF MINNEAPOLIS, MINNESOTA

INTRODUCTION AND BACKGROUND: PEAVEY PLAZA AND ORCHESTRA HALL

The City of Minneapolis (City), in cooperation with the Minnesota Orchestral Association (MOA) is pleased to issue this Request for Qualifications (RFQ) for Landscape Architecture design services related to the revitalization of Peavey Plaza, on Nicollet Mall in downtown Minneapolis.

The City and the MOA are collaborating in the revitalization of Peavey Plaza and Orchestra Hall, which are adjacent to one another and together comprise a full city block, as a single project. The MOA, through the City of Minneapolis as Fiscal Agent, was awarded \$16 million in bond funding from the Minnesota State Legislature in the 2010 session, \$2 million of which is earmarked for Peavey Plaza. The MOA and the City hope to arrive at an arrangement that leads to the improvement of both Peavey Plaza and Orchestra Hall and that increases physical and programmatic connections between Orchestra Hall and Peavey Plaza and integrates the entire block into the surrounding urban fabric.

The MOA has established a Community Engagement Committee comprised of stakeholders including neighboring residents and businesses, neighborhood associations, MOA and City representatives, and members of the design and preservation communities. The MOA and the City anticipate that as a part of the programming and concept design process, the landscape architect and other members of the project team will meet with this committee initially and periodically throughout the concept design phase to seek input and test design concepts and ideas.

The purpose of this RFQ is to outline the nature of the design challenge and to solicit qualifications from interested landscape architecture firms.

Peavey Plaza

Orchestra Hall and Peavey Plaza are adjacent to one another and comprise the block bounded by 12th Street, Marquette Avenue, 11th Street, and Nicollet Mall, with Peavey Plaza fronting on Nicollet Mall. The property line between the two parcels runs through Peavey Plaza, which is owned by the City of Minneapolis (see key plan)

Designed by renowned landscape architect M. Paul Friedberg and completed in 1975, Peavey Plaza is a modernist public park that takes up the western half of the block. The plaza is used for orchestral and other public events in good weather, although visual and physical connections between the hall and the plaza are limited. The western side of Orchestra Hall faces Peavey Plaza with administrative backstage functions on the lower level and offices above fronting on the plaza's sunken reflecting pool.

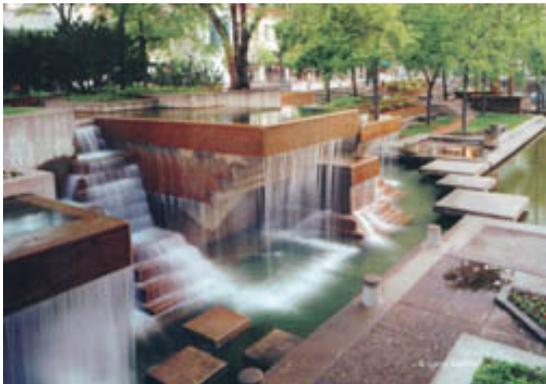
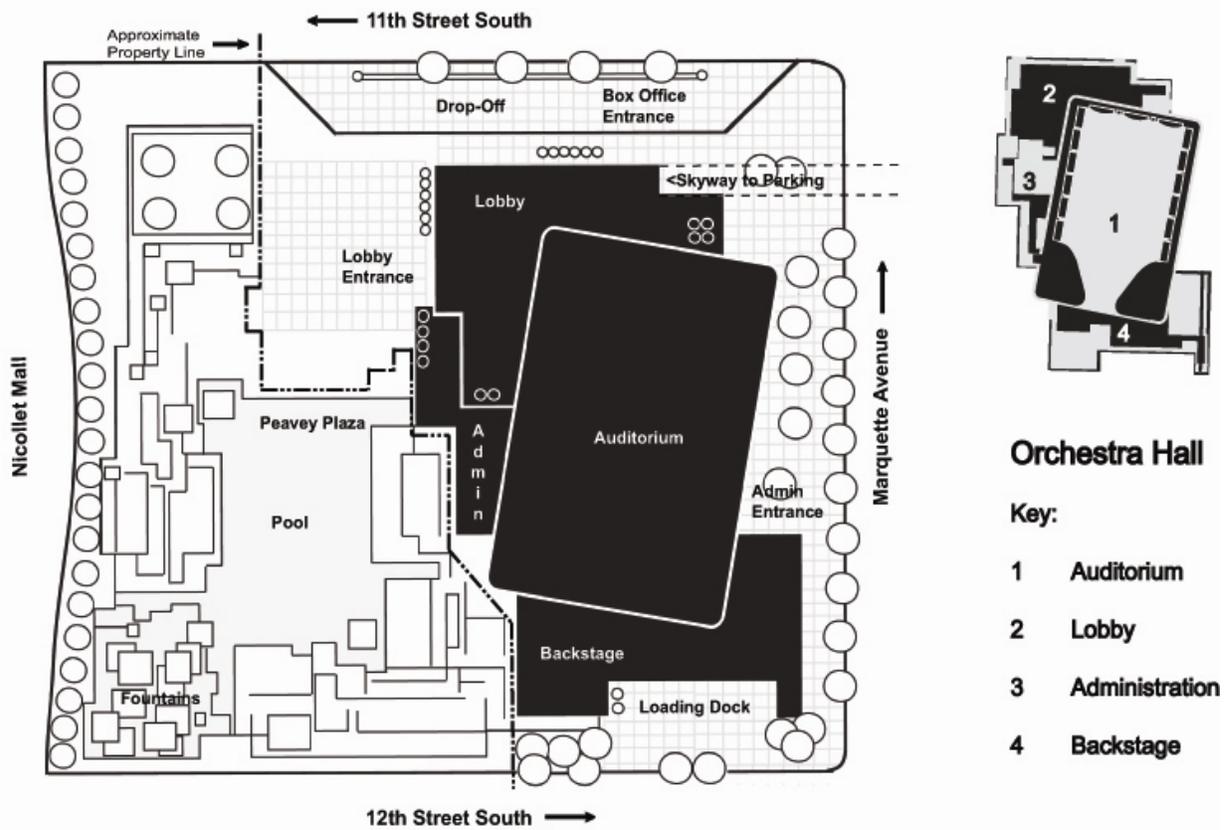
Peavey Plaza is owned by the City of Minneapolis and managed and maintained by the Department of Public Works. Like Orchestra Hall, Peavey Plaza has also suffered from a lack of investment over the years and modifications that have compromised the original design. Because of features inherent to its original design, including the large below-grade area and walls and fountains that obscure sight lines, Peavey Plaza presents unique challenges in terms of accessibility and public safety. As the pumps and pipes that serve the fountains and pools have deteriorated and aged, Peavey Plaza has become increasingly costly for the City to operate and maintain and the fountains no longer function as they did when they were new.

The Orchestra Hall Project

Orchestra Hall was designed by architect Hugh Hardy of Hardy Holzman Pfeiffer Associates (HHPA) in association with local architect Hammel, Green & Abrahamson, and completed in 1974, in time for the opening of the fall concert season. Since then, Orchestra Hall has established a strong position as the preeminent symphonic concert hall in the community, boasting some of the finest acoustics in the country and an excellent musical experience.

In 2008, the MOA began to plan for a \$40 million addition and renovation project to Orchestra Hall. The vision for a revitalized Orchestra Hall is of a high-quality architectural and urban design solution that is transformative, timeless, functional, and inviting and that dramatically improves the concert-going experience for patrons inside the hall while at the same time reintegrating the building with its surrounding urban context and reconnecting the Minnesota Orchestra to the public.

In June, 2009, the MOA retained the Toronto-based firm of Kuwabara Payne McKenna Blumberg (KPMB) as architect for the project. The MOA concept design for the Orchestra Hall project was completed in February 2010 and construction will be complete in June 2013.



Peavey Plaza fountains



Looking across Peavey Plaza towards Orchestra Hall



Peavey Plaza and Orchestra Hall



View towards fountains at southwest corner

SCOPE, SCHEDULE, AND BUDGET

Scope

The successful landscape architect selected for this project will be responsible for designing for the revitalization of Peavey Plaza from programming through construction administration. The City and the MOA anticipate a two-phase design effort:

- Phase I: Programming, concept design, and budget development. This phase will include meetings with the community engagement committee as required to gather input and develop the program.
- Phase II: Schematic design through construction administration.

Schedule

The MOA and the City anticipate an approximately 30-month project schedule with Phase I design work beginning in January 2011 and construction completion by fall of 2012.

Budget

The total project cost will be finalized with the selection of an alternative at the completion of the Phase I work, but is estimated to be in a range between approximately \$5-6 million.

Contract

The successful landscape architect will enter into a contract with the City.

SUBMISSION REQUIREMENTS

Landscape architecture firms are requested to submit qualifications that do not exceed 8 facing pages of information excluding optional folder, binder, or covers. Qualifications will be standard 8-1/2"x11" format. Do not submit any additional collateral material such as books, magazines, or CD's – additional materials will be discarded. In your qualifications submission, include the following information, in this order:

1. Introductory letter and general description of your firm.
2. Firm Background and business organization information including:
 - Firm history, philosophy, principals, number of staff, awards, honors
 - Technological capabilities including computer programs your firm uses as part of the design process
 - Description of the firm's approach to design and client service
3. Provide examples of projects that demonstrate relevant experience including renovations to existing urban parks and spaces, projects on urban sites, projects that entailed a public process, projects that involved architectural collaboration, projects designed for winter/cold weather conditions, and previous work in the Twin Cities Metropolitan area. Please include the following information for three (3) projects only
 - Name of Client/Owner
 - Name and Description of Project
 - Completion Date
 - Client References (name and telephone number) for project Owner, General Contractor, and Project Manager/Owner's Representative, if any, and particularly references for projects that incorporated a significant public process.
4. Design Team: Please provide resumes for key personnel who you would propose for your project team, including the Partner-in-Charge, Project Manager, Project Landscape Architect, and any other key members of your proposed team for this project, including specialty sub-consultants such as water, lighting, etc., and provide the following information for each:
 - Name, title, role
 - Experience with projects of this scope, scale, and quality, including leading/managing public participation processes
 - Years with the firm

SELECTION PROCESS

This RFQ will serve as the first stage in a three-stage, qualifications-based selection process.

- Stage I: RFQ: Qualifications will be reviewed by a committee comprised of City and MOA representatives and four to six firms will be shortlisted based upon the criteria that follow.
- Stage II: RFP: The City will issue requests for proposals (RFPs) to the short list of four to six qualified firms, each of whom will be asked to submit detailed proposals (including fees) based on a specific scope of services and a project budget and schedule.
- Stage III: Interviews: Some or all of the firms that respond to the RFP may be asked to attend an interview with the committee and a final firm will be selected based upon the outcome of the interview process.

The firm selection process will be qualifications-based. The City reserves the right to reject any and all qualifications and proposals and to negotiate any aspect of a proposal with a proposer. The selection of a landscape architect and the completion of the project will be contingent upon sufficient funding for the Peavey Plaza project. Neither the City nor the MOA is under any obligation to select and retain a landscape architect through this RFQ/RFP process.

SELECTION CRITERIA

Qualifications received as a part of this RFQ process will be evaluated based upon the following criteria. The City may, in its sole discretion, expand or reduce the criteria upon which they base final decisions regarding selection of qualified firms.

- Completeness of submission and conformance with submission requirements
- Demonstrated experience with completed urban landscape projects that involved extensive public participation process
- Familiarity with and demonstrated experience using Crime Prevention Through Environmental Design (CPTED) principles
- Demonstrated experience with needs analysis, programming, and designing for actively programmed and used urban park and plaza spaces
- Experience designing urban parks and plazas for cold weather environments, for winter use, and with attractive aesthetics under winter conditions (when fountains and water features, if any, are not in operation).
- Experience working in the Twin Cities metro area

CITY/MOA GOALS FOR THE SELECTION PROCESS

- The landscape architect selection process has been designed to ensure the appointment of a team member who will provide the very best quality programming and design for the

redevelopment of Peavey Plaza and who will provide a design that enhances, improves upon, and acknowledges the original world-class design of M. Paul Friedberg.

- The landscape architect selected will demonstrate prior success in developing high-quality designs for public spaces that require a commitment to a public participation process, facilitating the input of multiple and potentially conflicting constituencies and viewpoints, and integrating the input from this process into a program and a final design.
- The landscape architect selected will demonstrate prior success in developing designs for public spaces that are actively used and that require a commitment to a detailed needs analysis and programming effort that addresses function and utility as a foundation for the design.
- The selected landscape architect will demonstrate experience with historic resources, treatment of cultural resources and the Secretary of the Interior's standards for historic resources.
- The selected landscape architect will demonstrate prior success in developing designs for public spaces that address both capital costs and future operating, maintenance, and life-cycle costs.
- The landscape architect selected will demonstrate an ability to join the team as a collaborator and internalize and share the values of MOA and City leadership, the building architects, and the overall project team. The landscape architect selected will be a team player, not a team leader.
- The landscape architect who is selected will be broadly accepted and respected by the various constituencies surrounding the project including City political leadership and staff, MOA leadership and staff, surrounding residential neighbors, businesses, and institutions, the landscape architecture community, and the preservation community.

Ideally, the selected landscape architect will work in collaboration with the MOA's building architect to complete the programming and design work immediately surrounding the Orchestra Hall project (within the MOA's existing property line) in addition to the design work for Peavey Plaza so as to result in a single design for the entire block that encourages active use and integrated programming between Peavey Plaza and Orchestra Hall, but the non-Peavey work may need to be contracted separately. .

SUBMISSION PROCESS

Due Date and Number of Copies: Qualifications are due **August 27, 2010**, by **2:30 p.m.** Please provide an electronic version (PDF emailed to Charles T. Lutz chuck.lutz@ci.minneapolis.mn.us) and 15 (15) hard copies of your qualifications. Qualifications received after the deadline will not be accepted. It is not the City's responsibility to acknowledge receipt of any proposal. It is the firm's responsibility to assure that qualifications are received in a timely manner. Deliver all copies to:

City of Minneapolis
Department of Community Planning and Economic Development
105 Fifth Avenue South, Suite 200
Minneapolis, MN 55401
Attention: Charles T. Lutz

Questions and Answers: All information required for a complete submission of your qualifications is contained within this RFQ and there will be no formal Q&A process. If you believe you that something is unclear or missing from this RFQ, you may send a brief question in writing, directed to **Charles T. Lutz** via email (chuck.lutz@ci.minneapolis.mn.us). Both the question and the answer will be posted on the city's website. Please do not contact the City or the MOA prior to submitting your qualifications.

Review of Qualifications and Selection of Short Listed Firms:

A committee comprised of City and MOA representatives will review all qualifications based on the selection criteria above and create a short list of four to six firms that will receive the RFP.

Review of Proposals, Interviews, and Final Selection of Landscape Architect:

A committee of comprised of City and MOA representatives will review all proposals based on selection criteria that will be provided in the RFP. Some or all of the proposing firms may be asked to attend an interview with the committee. The committee will make a final recommendation to the City for the selection of the landscape architect.

CITY OF MINNEAPOLIS GENERAL CONDITIONS

The following conditions will be required in the contract for services with the landscape architect ultimately selected.

1 Interest of Members of City and Orchestra

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

2 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. The minimum employment goals for any contractor or subcontractor with a contract in excess of \$50,000 shall be as follows: 6% of the total project trade hours are to be performed by females, 11% by minority skilled workers and 11% by minority unskilled workers.

3 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, 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.

4 Disability Compliance Requirements

The Contractor will 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 the Contractor 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 the Contract, the 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.

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 following insurance shall be maintained:

- 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 \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, 100,000 each occurrence fire damage and \$10,000 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 \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) Technology Liability Insurance for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. If written on a Claims-Made basis, policy must provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Contractor commences work, whichever is earlier.

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. 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 the Contract, to comply with these provisions.

6 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City and 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 or subcontractors, in the performance of the work or services provided by or through the Contractor or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under the landscape architect contract.

7. 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 of any such assignment or transfer shall be furnished to the City.

8. General Compliance

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

9. Independent Contractor

Nothing contained in the 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 the Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under the 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.

10. Accounting Standards

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

11. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under the 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 the Contract shall be retained for six years after final disposition of such property.

12. 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 the 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.

The City of Minneapolis has established a citizen participation process for development projects impacting neighborhoods and values advice/input from the public obtained through this process. In order to meet the City's citizen participation goals, the City requires each proposer to execute and submit a "Consent for Release of Response Data" form. Failure to submit the "Consent for Release of Response Data" will be grounds for rejection of the entire proposal as unresponsive. Notwithstanding the foregoing, if proposers are being asked to provide financial statements as part of the RFP response, proposers may submit such financial statements confidentially under separate cover and such data will be treated consistent with the Minnesota Government Data Practices Act.

13 Inspection of Records

All Contractor records with respect to any matters covered by the 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.

14 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") (<http://www.ci.minneapolis.mn.us/procurement/Ch38LivingWage.pdf>). 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.

15 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.

16 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from the 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 the Contract without the consent, permission of, or further compensation to the Contractor.

17 Intellectual Property

Unless the Contractor is subject to one or more of the intellectual property provisions in sub-section (a), (b) or (c) below, the City shall own 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 the 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 the Contract will be the property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of the 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.

The City shall individually 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. The Contractor shall waive its rights under the Visual Artists Rights Act of 1990, if any.

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 property of the City and will be surrendered by Contractor upon the completion of the Public Artwork or upon the cancellation, termination or expiration of the Contract.

18 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.

19 Small & Underutilized Business Program (SUBP) Requirements

The selected proposer must comply with the Small & 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 or partner 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 web site at www.govcontracts.org or by calling 612 673-3012.