

# Request for Proposals

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City of Minneapolis  
Department of Public Works  
Surface Water & Sewers Division

Central City Tunnel System  
Parallel Tunnel Layout Design  
RFP 2016-48 Issue Date: April 01, 2016

**Proposals Due by: April 29<sup>th</sup>, 2016 4:00pm**

March 29<sup>th</sup>, 2016

To whom it may concern:

The City of Minneapolis is requesting proposals to complete model refinement, design layout, required permitting, historical review, and subterranean easement acquisition work for a new tunnel within the Central City Tunnel System. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by 4:00 PM on April 29<sup>th</sup>, 2016. A pre-proposal conference will be held at Hiawatha Maintenance Facility on April 13<sup>th</sup> at 1:00 PM.

Thank you for your consideration.

Sincerely,



Lisa Cerney  
Deputy Director  
Minneapolis Public Works

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**REQUEST FOR PROPOSALS  
FOR  
Central City Tunnel System  
Parallel Tunnel Layout Design**

- I. INVITATION:** The City of Minneapolis is requesting proposals to finalize modeling work and provide the designable layout of a parallel tunnel in the Central City Tunnel System as shown on the attached map (See Attachment D).

The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select a qualified Consulting Firm (hereinafter referred to as the Consultant) for providing model refinement, design layout, permitting, historical review services, and subterranean easement acquisition (hereinafter called the Project). The Project is generally described in the "Scope of Services" (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

- II. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **1:00 PM, (Minneapolis Time), April 13<sup>th</sup>, 2016** at the Hiawatha Maintenance Facility, 1901 E. 26<sup>th</sup> Street Minneapolis, Minnesota 55404. All potential Consultants are encouraged to attend this conference.

- III. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit **ten (10) copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement  
Request for Proposals for:  
Central City Parallel Tunnel Layout Design  
330 2<sup>nd</sup> Avenue South, Suite 552  
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), April 29<sup>th</sup>, 2016**,  
**NOTE: Late Proposals will not be accepted.**

Also, an electronic format of the proposal shall be sent prior to the deadline by email to [RFP.Responses@minneapolismn.gov](mailto:RFP.Responses@minneapolismn.gov)

- IV. PROPOSAL FORMAT:** The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – "EVALUATION OF PROPOSALS".

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Executive Summary - The Executive Summary should include a clear statement of the Consultant's understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

2. Scope of Services - Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables.
3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service.
4. References - List references from contracts similar in size and scope.
5. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
6. Cost/Fees - Indicate proposed cost of service by each task as listed in the scope of services. Include list of billing rates and hours anticipated for key personnel. Costs for each task in the proposed scope of services, including any reimbursable costs must also be provided on the Cost for Proposed Services Form (See Attachment C).
7. Company Financial Information - Provide proof of financial responsibility including listing of any bankruptcy filings by the consultant, its principles and officers during the previous seven years, if deemed necessary
8. Grant-funded Services - Include a copy of the most recent audit report and management letter if Consultant receives over \$50,000 in City contracts annually and if Consultant is not an individual proprietor.

**V. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT:** Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Public Works and other City staff assistance as they might require. The Evaluation Panel will select a "short list" of qualified Consultants who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in Section IV "PROPOSAL FORMAT", and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets department objectives.
- D. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- E. Organization and management approach and involvement for a successful project.
- F. Small & Underutilized Business participation.
- G. Cost of services proposed.
- H. Insurance coverage as defined for the services.

A formal Presentation/Interview will be requested of the "short list" Consultant/s. Specifically, the City requests that the Consultant's Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including any sub-consultants) participate in the formal presentation/interview.

The Presentation/Interview of the "short listed" Consultant's will consist of the following elements:

1. Discussion of the Consultant's approach to providing services for this Project based upon the Scope of Services described herein.
2. Overview of the Consultant's experience as related to the Scope of Services, including qualifications and experience of assigned staff.

The Evaluation Panel will schedule and arrange for the presentations.

**VI. SCHEDULE:** The following is a listing of key Proposal and Project milestones:

RFP Release	April 1, 2016
Pre-Proposal Conference	1:00 PM on April 13, 2016
Questions on RFP Due by	4:00 PM on April 15, 2016
Responses to Questions posted by	April 19, 2016
Proposals due by	4:00 PM on April 29, 2016
Estimated Consultant selection	May 13, 2016
Estimated services start date	June 2016
Estimated services end date	June 2018

**VII. CONTRACT:** The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of three (3) years with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years.

**VIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions *in writing only* to:

Contract Manager: William Shutte, PE, Surface Water & Sewers  
 1901 E. 26<sup>th</sup> Street  
 Minneapolis, MN 55404  
 william.shutte@minneapolismn.gov

All questions are due no later than **4:00 PM (Minneapolis Time), April 15<sup>th</sup>, 2016**. Responses to the Questions will be posted by **April 19<sup>th</sup>, 2016** on City's RFP website at:  
<http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

**IX. REJECTION OF PROPOSALS:** The City reserves the right to reject any Consultant on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Consultant on the basis of the proposal submitted.

**X. ADDENDUM TO THE RFP:** If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at:  
<http://www.minneapolismn.gov/finance/procurement/rfp>

The City reserves the right to cancel or amend the RFP at any time.

**ATTACHMENT A**

**RFP Terms & Conditions**

# **General Conditions for Request For Proposals (RFP)**

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

## **1. City's Rights**

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

## **2. Equal Opportunity Statement**

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

## **3. Insurance**

Insurance secured by the Consultant 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.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant 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 Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors 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 \$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. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 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 Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

#### 4. Hold Harmless

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

**5. Subcontracting**

The Consultant shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

**6. Assignment or Transfer of Interest**

The Consultant 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. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

**7. General Compliance**

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

**8. Performance Monitoring**

The City will monitor the performance of the Consultant 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 Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant 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 Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

**9. Prior Uncured Defaults**

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

**10. Independent Consultant**

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 Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant 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 the Consultant.

#### **11. Accounting Standards**

The Consultant 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 this Contract.

#### **12. Retention of Records**

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

#### **13. Data Practices**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant 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 Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant'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 Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

#### **14. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, 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.

#### **15. Living Wage Ordinance**

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), 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 Consultant and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

**16. 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 Consultant.

**17. Conflict and Priority**

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

**18. Travel**

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

**19. Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

**20. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

**21. Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to

terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant 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 Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant 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 Consultant 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 Consultant. The City may, in such event, withhold payments due to the Consultant 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 Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

## **22. Ownership of Materials**

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

## **23. Intellectual Property**

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **24. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant 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.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf)

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

## **25. City Ownership and Use of Data**

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant’s subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

## **26. Cardholder Data and Security Standards**

Should the Consultant collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Consultant represents and acknowledges that the Consultant will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Consultant represents that it will protect cardholder data. Consultant will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Consultant agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Consultant also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Consultant that contains cardholder data or information.

## **27. Audit Requirements for Cloud-Based Storage of City Data**

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

## **28. Small & Underutilized Business Program (SUBP) Requirements**

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" of the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

# **ATTACHMENT B**

## **SCOPE OF SERVICES**

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

**CITY OF MINNEAPOLIS PUBLIC WORKS  
SURFACE WATER & SEWERS DIVISION**

**Scope of Services Request  
Parallel Tunnel Layout Design for  
Central City Tunnel System**

**PROJECT OVERVIEW**

The City of Minneapolis is requesting proposals to complete storm water pressure model refinement, tunnel layout and preliminary design, apply for all required permitting, complete any historical review, and acquire any necessary subterranean easements in anticipation of a new parallel storm water tunnel within the existing City of Minneapolis Central City Tunnel System as shown on the attached map. The preliminary design may include rehabilitation of a portion of the existing storm tunnel outlet.

The proposed scope of services and cost form will be divided into two parts:

The first part of the scope is to finalize the pressure model and complete a detailed layout of a new parallel tunnel within the Central City Tunnel System from which construction plans can be drawn for bidding construction, as well as any necessary modifications and rehabilitation of the tunnel outlet structure. As part of this task, the Consultant will refine a layout that would most cost-effectively reduce tunnel pressure in the existing storm tunnel system. Construction operations are estimated to begin in early 2020.

Included as part of this scope, would be completing any permanent easement acquisition or temporary construction easements with Hennepin County, City of Minneapolis Park Board, or any other public and/or private land owner, based on the tunnel layout design and anticipated construction methods.

Application for any and all applicable and required permits and authorizations through Federal, State, and local agencies for construction proceeds, including but not limited to: US Army Corps of Engineers, State of Minnesota Historical Preservation, City of Minneapolis Park Board, and the State of Minnesota DNR. Please note that historical review and archival may be required for this project. This part of the scope is the primary need at this time and may be awarded at the City's discretion with or without the work outlined in the second part of the scope.

The second part of the scope includes possible optional services related to the project. One optional service the City is proposing would have Consultants look at offering additional alternatives to a parallel tunnel design. Consultants may propose optional services that may have been overlooked at this time, or may be deemed beneficial for the City to pursue. The City may choose at its discretion to award any number of these services or none of these services as a part of the project scope. Final design and construction management will not be part of this scope.

**DESCRIPTION OF TUNNEL SYSTEM**

The drainage area of interest for the Central City Tunnel System (see attached location map) is approximately 300 acres and is bounded by:

- Mississippi River to the north
- 1<sup>st</sup> Avenue North to the west
- Chicago Avenue South to the east

- 10<sup>th</sup> Street South to the south

The majority of the tunnel system was built between 1938 and 1940. Construction methods included: hand mining the St. Peter's sandstone bedrock, forming the tunnel liner, and placing concrete for the liner. The Central City system drains to an 1882 tunnel near Chicago Avenue which discharges into the Mississippi River near the Army Corps of Engineers lock and dam at St. Anthony Falls.

## **BACKGROUND**

Over the years of development in downtown Minneapolis, impervious area has increased dramatically, forcing storm water to the tunnel system at rates it was not designed for. As was the typical construction methods of that time, wooden tunnel forms were often left in-place, and voids between the hewn sandstone and unreinforced concrete tunnel liner were typically not filled with material resulting in an unsupported liner that will often flex and crack under the surcharges caused by rainfall that exceeds tunnel capacity design. With the increased volume of water entering the system, tunnel sections are now pressurized to a point where damage is continuously occurring to the liner. The City of Minneapolis Public Works Department is in the midst of a major rehabilitation project to the entire tunnel system to repair the damaged sections of the tunnel liner. However, pressures still exist to the point of requiring a parallel tunnel adding volume to the system which enables pressure reductions throughout the system.

Since 2010, the City of Minneapolis has monitored the pressure readings in the tunnel to understand the extent of the problem. Beginning in late 2014, the City contracted the services of Barr Engineering to model the storm water flow and pressures within the Central City Tunnel system. Currently there are four parallel tunnel concepts that have been developed to reduce the pressures in the system so that future damage to the tunnel liner is minimized.

The Consultant, selected for this scope of work, will be given the pressure data and model currently developed to refine it further so that a final layout is selected in coordination with City staff. This layout will provide the final step before beginning design plan development and construction operations.

One other aspect that will be critical to the success of constructing a parallel tunnel is the permitting and review process. The Consultant will take the selected parallel tunnel layout through all the required permitting processes. A review of the proposed construction and any rehabilitation will likely be required by the State Historical Preservation Office. Once all permits and reviews are completed, required subterranean easements will be acquired by the Consultant on behalf of the City of Minneapolis.

## **SCOPE OF WORK**

A description of the requested scope of work is outlined below.

### **Part 1: Tunnel Design Layout Tasks**

This scope of work includes developing a detailed layout and sizing of a parallel tunnel that will be used to form a set of construction plans. The layout will allow for the approval of required permitting and subterranean easement acquisitions.

It is expected that the Scope of Work will include the following:

#### **A. Data Acquisition and Review**

Data provided by City:

- Current XP-SWMM model
- Historical tunnel pressure meter data
- City as-built/plat data
- City on-site inspection data

Data to be acquired by Consultant:

- Full survey of the Central City Tunnel System

Deliverables:

- Establish permanent stationing for the Washington Avenue tunnel from the Mississippi River outlet to Hennepin Avenue
- Elevation of inverts in the main tunnels and drifts

**B. Model and Layout Finalization**

The Consultant, using available data acquired under Task A above, will work closely with City Staff to design a layout in detail for the construction of a parallel tunnel.

Deliverables:

- Finalize the XP-SWMM modeling.
- In coordination with City of Minneapolis staff, provide a parallel tunnel layout and sizing which reduces water pressures that structurally damage the tunnel liners
- Microstation and PDF formatted drawings of the approved parallel tunnel layout

**C. Permitting and Historical Review**

Dependent on the approved layout, various permits will be required for construction operations. The Consultant will need to review all requirements and jurisdictions that necessitate the need for a permit.

Deliverables

- Provide a list of all permits required for construction of the parallel tunnel (i.e. Army Corps of Engineers)
- Acquire required permits and authorizations from all applicable parties

**D. Easement Acquisition**

Once all permitting and reviews are complete, the Consultant will be preparing all documentation to acquire the subterranean easements required to construct a parallel tunnel. Also, negotiations for the permanent easements with the land owners will need to be completed.

Deliverables

- Hennepin County legal descriptions and parcel drawings
- Property appraisals
- Negotiated permanent subterranean easements

**Part 2: Optional Services**

This part of the scope includes optional services that may or may not be awarded as a part of this project.

**A. Alternative Tunnel Design Options**

Provide alternatives, other than a parallel tunnel, that would cost-effectively reduce the water pressures within the storm tunnel system.

**B. Other**

Services not included in PART 1 above that the consultant feels would be beneficial or necessary to complete as a part of the project.

**ATTACHMENT C**

**COST FOR PROPOSED  
SERVICES FORM**

**CENTRAL CITY TUNNEL SYSTEM  
PARALLEL TUNNEL DESIGN  
(NOT-TO-EXCEED) COST FOR PROPOSED SERVICES FORM**

**CONSULTANT NAME:** \_\_\_\_\_

<b>Part 1: Tunnel Design Tasks</b>	<b>COST</b>
<b>A. Data Acquisition and Review</b>	
<b>B. Model and Layout Finalization</b>	
<b>C. Permitting and Historical Review</b>	
<b>D. Easement Acquisition</b>	
<b>Part 1 Subtotal</b>	
<hr/>	
<b>Part 2: Optional Services Tasks</b>	<b>COST</b>
<b>A. Alternative Tunnel Design Options</b>	
<b>B. Other (listed below)</b>	
B1. _____	
B2. _____	
B3. _____	
B4. _____	
B5. _____	
<b>Part 2 Subtotal</b>	
<hr/>	
<b>TOTAL (Part 1 Subtotal + Part 2 Subtotal)</b>	

**ATTACHMENT D**

**CITY OF MINNEAPOLIS  
CENTRAL CITY TUNNEL SYSTEM  
LOCATION MAP**



