

Request for Proposals



**City of Minneapolis
Finance and Property Services Department**

**Owner's Project Representative
For
The Downtown Office Building Project**
RFP 206-108 Issue Date: July 20, 2016

Proposals Due by: Tuesday, August 9 at 4:00 PM (Minneapolis Time)

July 20, 2016

To whom it may concern:

Attached is a Request for Proposal for Owner's Project Representative services. These services are needed for the Downtown Office Building project. 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 August 9, 2016

Thank you for your consideration.

Sincerely,

Greg Goeke
Director of Property Services
Finance and Property Services Department

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REQUEST FOR PROPOSALS
FOR
DOWNTOWN OFFICE BUILDING PROJECT

- I. INVITATION:** The City of Minneapolis intends to construct a new multi-purpose office building on the City owned parking ramp site at 415 South 5th Street, in Minneapolis. The new building, in combination with the existing City Hall building located at 350 South 5th Street, would create a centralized campus to meet all of the City’s space needs for the downtown Campus. The new building is planned to be approximately 250,000 square feet. It is the intention of the City to solicit proposals for Owner’s Project Representative services.

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 Independent Contractor or professional Consulting Firm (hereinafter referred to as the Consultant) for providing Owner’s Project Representative services (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. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit a PDF document of its proposal by email to RFP.Responses@minneapolismn.gov. Total file size should be less than 10 MB to ensure receipt.

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), August 9, 2016**

NOTE: Late Proposals may not be accepted.

- III. 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 IV – “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 including a description of how costs were determined; hourly rates; direct costs and payment billing schedule; list of charges per classification of employee; cost breakdown for each phase of the project, year of service.

IV. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Finance and Property Services Department and other City staff and elected officials as they might require. The Evaluation Panel may 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.
- C. How well the Scope of Services offered meets department objectives.
- D. Organization and management approach and involvement for a successful project.
- E. Small & Underutilized Business participation.
- F. Cost of services proposed.
- G. Insurance coverage as defined for the services.

An Interview may be requested of the “short list” Consultant/s if any. If pursued, the 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.

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

RFP Release	July 20, 2016
Questions on RFP Due by	4:00 PM on August 2, 2016
Responses to Questions posted by	4:00 PM on August 5, 2016
Proposals due by	4:00 PM on August 9, 2016
Estimated Consultant selection	August 22, 2016
Estimated City Council/Mayor Award of Contract	September 2, 2016
Estimated services start date	September 12, 2016
Estimated services end date	September 1, 2019

VI. 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.

VII. 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: Greg Goeke, Finance and Property Services
350 South 5th Street, Room 223
Minneapolis, MN 55415
greg.goeke@minneapolismn.gov

All questions are due no later than 4:00 PM (**Minneapolis Time**), **August 2, 2016**. Responses to the Questions will be posted by August 5, 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.

VIII. 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.

IX. 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), 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

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. 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.

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.

GENERAL DESCRIPTION

1. General responsibilities and services: Provide the detailed services, duties and responsibilities, described herein, and integrate those into the following General responsibilities:
 - a. Project Management: Oversee and monitor the project cost, scope and schedule including critical path and definition of project milestone dates.
 - b. Communications Plan: Prepare a communication plan in collaboration (see Attachment E) with the City's Oversight Committee, Program Manager, Design Consultants, Commissioning Agent, and Construction Manager to keep stakeholders and project team members informed on the status of the project. Provide project information and updates for the City's website(s) as communication tool for the City's Executive Committee, Oversight Committee, City staff supporting the project, other project team members and public throughout the project.
 - c. Project Reporting: Prepare a Project Management Plan and update on a monthly basis to reflect the current project status. (The report is to be in the format of the Project Management Plan described under Project Management Plan below).
 - d. Attend Project Meetings (during program development, design, construction, commissioning, and post construction phases of the project) and review meeting notes for compliance to project goals.
 - e. Prepare RFPs, contracts, amendments and miscellaneous correspondence (under City guidance and processes) for City's approval and signature.
2. Detailed Duties of the Owner's Project Representative: The following is a detailed description of the Owner's Project Representative's duties and responsibilities:

OWNER//USER AGENCY COORDINATION

3. Project Manager: Interface, facilitate and coordinate activities related to the Project. All cost, scope, program and schedule changes must be approved by the Owner's Project Representative in writing.
4. City's Project Team: Participate in meetings for the purpose of monitoring and reporting on the status of the cost, scope and schedule of the project.

5. Project Reporting: Report (electronically and in bound hard copy as requested) the monthly/biweekly/weekly progress, project costs to date, milestones accomplished, next months scheduled progress, change and cash flow.

CITY'S CONSULTANTS

6. Responsibilities related to City's Consultants: Perform contract administration on City contracts for the Design team (Architect/Engineer of Record and their sub-consultants), Program Manager, Construction Manager, Commissioning Agent, and other project consultants, including performance of work in order to achieve compliance with the project cost, scope and schedule. Recommend courses of action when requirements of the Project are not being fulfilled.
7. Scheduling: Advise the City's Consultants of the requirement for performing their work within the framework of the Project Schedule and will monitor the progress of the work being performed by the City's Consultants. Advise and make recommendations concerning alternative courses of action in its efforts to achieve completion of all activities, tasks, actions and deliverables.
8. Contracts and Request for Proposals: Preparation of Request for Qualifications and Proposals (RFQs/RFPs), prepare design scopes of work, assist with executing program manager, design, construction manager, commissioning agent contracts and amendments. Review and evaluate proposals and make recommendations of the proposal offering the best value to the City. Assist in negotiations with selected responders.

PROJECT MANAGEMENT

9. Project Management Plan: Prepare a Project Management Plan in collaboration with the owner's group, owner's program manager, design consultants and construction manager. Update the Project Management Plan as additional information becomes available. Distribute all updates to the Project Management Plan to the Project Oversight Committee. Project Management Plan shall include, but not be limited to, the following:
 - A. Executive Summary: Include a brief Project Description and overview of the Project including history, purpose, goals and intended outcomes, cost, scope (sf areas) and schedule.
 - B. City's Project Team: The City's Project Team will be defined to include the City's Executive Advisory Committee, Oversight Committee, City's Consultants and others as necessary. Include organization chart(s) for the Project Team as described in Attachment E. Include a contracting plan describing the proposed City Consultants. All key members of the Project Team will remain in such person's identified capacity until Final Completion or as substituted by the City.
 - C. City's Project Team Communications: Describe the interrelationships of the members of the City's Project Team including the communication flows among the parties.
 - D. Critical Path List: Maintain, track and report on a list of critical path items that need to be resolved in order to maintain the project cost and schedule. This list shall show completion dates of when the critical path item was initiated and completed.
 - E. Scope: Maintain, monitor and report on changes to the scope of the project including their impact on the budget and schedule.

- F. Schedule: Review schedules and monitor and report on changes to the project schedule. Include an updated schedule of the entire project with all milestone dates, in each report.
 - G. Cost: Monitor and report on changes to the entire project budget. Maintain a budget spreadsheet for the project (in Excel format). Provide an updated budget spreadsheet in each regularly scheduled report (including updating website/s).
 - H. Quality Control and Quality Assurance: Review consultant's work for compliance with the City's Design Guidelines (as defined by the Program Manager) and other City requirements.
 - I. Claims: Report on all consultant and contractor claims and update the status as it occurs. Review the contents of any claim submitted to the City, assemble information concerning the claim, review the alleged cause of the claim, and make recommendations with respect to the claim. Make a final recommendation concerning settlement or other appropriate action. When requested, assist in negotiating the claim.
 - J. Progress Reports: Report on monthly/periodic progress that updates the above information.
 - K. Coordinate with City Consultants and Construction Manager to provide information needed to maintain the City's website/s. (Utilize MS Project to track progress and maintain key data).
10. Progress Meetings: Participate in regular project meetings in conjunction with the City's Oversight Committee, City's program manager, designers, and construction manager. During the Program Management, Schematic Design, Design Development and Construction Documents phases, the progress meetings will be held as required by the City, but at least every two (2) weeks, at the Architect of Record's office or other appropriate location as agreed to by the City. During the construction phase, the progress meetings will be held at least weekly. The purpose of the progress meetings is to enable the orderly review of progress during design and construction, to provide for systematic discussion and analysis of problems that might arise between the City, Architect/Engineer of Record, Construction Manager, Prime Contractor(s) and/or any Subcontractor, and to answer questions, resolve problems, review schedules, and discuss aspects or concerns of the Project. And, review minutes distributed by the A/E and contractors, and if necessary, provide corrections or clarifications, in writing.
11. Other services: Provide other services normally required to manage a project as an agent of the owner including presentations to community and business groups and communications with the City and elected officials as needed.

CONSTRUCTION PHASE

12. Construction Administration Procedures: This position will be the party through which supplemental agreements, payment requests, requests for information, submittals and other information will be processed and communicated to and from all parties.

13. Constructions Site Meetings: Participate in construction site meetings and review minutes, provide correction or clarifications in writing to Architect/Engineer of record, contractor and Oversight Committee.
14. Field Observations and Recording: Conduct 'field' observation tours as necessary but at least every two weeks to record in person the progress of Construction. And notify Oversight Committee upon awareness of a potential for increase in cost or delay of construction. Monitor the consultant Architect/Engineer of record's observation field reports. Observation of the work shall not include licensed Architect/Engineer duties of review and observation for purposes of compliance with plans and specifications.
15. Nonconforming Work: Transmit Letters of Nonconforming Work when it is the judgment of the Architect/Engineer of record that the work does not conform to the Contract Documents. Follow-up to ensure corrective work occurs.
16. Record Documents: Ensure that all Contracts, Drawings, Specifications, addenda, Supplemental Agreements, approved Shop Drawings, Product Data, Samples, testing and commissioning, and similar required submittals are received, reviewed, kept in order and are packaged such for the purpose of archiving.

SCHEDULE

17. Project Schedule: Monitor and review the Project Schedule and all updates to the Project Schedule and will notify the City of any conflicts. Monitor and enforce the Critical Dates derived from the schedule during the design, bidding, construction and occupancy phases with all parties performing work including the activities, actions and tasks required of the City and the City's Consultants.
18. Analyzing Claims for Time: Analyze claims for extensions of time and costs and coordinate with the Architect/Engineer of Record to resolve.

COST

19. General Description: Establish and maintain a project financial status reporting system. Advise and make recommendations to stakeholders concerning the alternative courses of action to complete the project in the most economical manner possible including costs related efficiency, usable life, maintenance, energy, sustainability and operation.
20. Cost Research and Reviews: Conduct all cost research and reviews necessary for approving supplemental agreements (change orders and contract amendments).
21. Project Cost Summary Reports: The OPR will prepare and distribute Project Cost Summary Reports regularly throughout construction including updated cost information reflecting actual bid prices and construction costs versus current budget figures.

PROGRAM

22. Conformance to Design Guidelines and Sustainability Guidelines: Monitor and manage the design of the building to assure the requirements of the Design Guidelines (per Program Manager) are met and the Sustainability Requirements are followed.

23. Workplace Strategy and Space Program: Work closely with the building occupants and the Program Manager to assure compliance with the Workplace Strategy and Space Program, design-intent and adjacency relationships.
24. Space Planning Review: Review space plans for compliance with Budget, City and State purchasing requirements, identify opportunities for the City's existing furniture systems to be reused.

SUPPLEMENTAL AGREEMENTS (CHANGE ORDERS)

25. Supplemental Agreements to the Contract: Review requests for changes, assist in negotiating proposals, and make recommendations to the City.
26. Supplemental Agreement and Contract Amendment (Change Order) Control: Establish and implement a supplemental agreement control system. Track all supplemental agreements and Proposal Letters and Requests for Information. Estimate the cost and time necessary for all Proposal Letter responses and make recommendations to the City prior to execution of supplemental agreements. Supplemental Agreements and Contract Amendments will need to be approved by the City (requiring formal approval through City processes).
27. Supplemental Agreement and Contract Time Negotiations: The Owner's Project Representative will review time extensions due to a supplemental agreement and make recommendations to the City on the acceptability of time extensions requested prior to the execution of any supplemental agreement.

PAYMENTS

28. Payment Applications: Review and make recommendations on all payment requests submitted by the City's Consultants, contractors and vendors. Review the payment requests submitted for accuracy and determine whether the amount requested generally reflects the progress of the work. Recommend and facilitate appropriate adjustments to each payment application.

OCCUPANCY

29. Occupancy Permit: Assist the City in obtaining the Occupancy Permit. This task includes, where necessary, accompanying proper officials during inspection of the construction and ensuring that proper documentation to the appropriate approving agencies and code officials is accomplished.
30. Occupancy and Move-in Activities: Prepare requests for proposals, solicit quotes, prepare contracts, conduct pre-move-in conferences and administer the contract for moving activities in conjunction with move-in.
31. Change Management: Assist City in the preparation, communications and training of City staff to pro-actively orient City Staff to the new Work Place Strategy to pro-actively solve potential problem prior to actual occupy.

PROJECT CLOSE-OUT

32. Punch List: In conjunction with the Architect/Engineer of record (and the Commissioning Agent), monitor the list of incomplete or defective work (punch list) prior to substantial completion and occupancy. When incomplete work or defective work has been remedied, advise City of completeness and will ensure a Certificate of Substantial Completion is issued by the Architect/Engineer of record.
33. Final Completion: In consultation with the Architect/Engineer of Record, document and communicate when the work is finally completed and will ensure a Final Completion date is established.
34. Project Close-out Meeting: Thirty (30) calendar days prior to the established date of Final Acceptance, conduct a meeting with the City's assigned staff and Architect/Engineer of Record to review maintenance manuals, guarantees and warranties, close-out submittals, bonds, and service contracts for materials and equipment.
35. Record Documents: Coordinate and expedite submittals of information for as-built preparation and will coordinate and expedite the transmittal of record documents to the City. The record documents will be submitted in electronic format (and hardcopies as required).
36. Organize and Index Operation and Maintenance Materials: Prior to the Final Completion of construction, ensure the receipt of material, such as manufacturer's operations and maintenance manuals, warranties, guarantees, etc., in an organized manner.
37. Training: Review with City staff the training plan to ensure its quality and completeness. Coordinate the scheduling of training of state personnel with the contractor or suppliers for operation and maintenance of the major building systems (i.e. Building Automation System, Fire Alarm System, Security System, HVAC System, etc.).

BIDDING

38. Bid Package Strategy: Review and advise the City on the appropriate bid packages to enable the construction of the Work to proceed in an efficient and cost effective manner.
39. Bid Package Review: Review all bid packages to ensure conformance with the contract and schedule and budget parameters.
40. Pre-bid Conferences: Attend all pre-bid conferences for each bid package to monitor the Architect/Engineer of Record clarifications to the construction documents.
41. Review and Evaluation: Assist the Architect/Engineer of Record and Construction Manager on the award of contracts or rejection of bids.

ATTACHMENT C



ATTACHMENT D

June 27, 2016 <i>Draft</i> - Downtown Real Estate Consolidation Project Timeline			
2016 - 3rd Quarter	Project Planning and Organization		Project Organization Communication Plan Finance Plan RCA- Approvals Draft RFP for Owners Representative
2016 - 3rd and 4th Quarter		Community Engagement and Planning	Issue RFP/Contract for Owners Representative Draft RFP for Program Development Parking Study Business/ Community/Labor Engagement: Police Service, Parking
2016 - 4th Quarter and 1st Quarter of 2017		Program Development, Cost Estimating and Methodology	Organizational Development Program Development Cost Estimates Site Options Construction Delivery
2017 - 1st Quarter		Contracting for Services	RFP Design-Build or Construction Management Architectural-Engineering Commissioning
2nd Quarter 2017 to 4th Quarter 2019		Design and Construction	Design Demolition Environmental Bid Build Commissioning
2020		Occupancy	FFE, IT installations Moves Re-stack City Hall Dispose of PSC & COL

ATTACHMENT E

