

Request for Proposals



City of Minneapolis
Department of Public Works

Engineering and Design Services
For

4th St. S. Reconstruction

(2nd Ave. N. to 4th Ave. S.)

RFP 2016-109 Issue Date: July 26, 2016

Proposals Due by: Monday, August 22, 2016 at 4:00 PM



Public Works
350 S. Fifth St. - Room 203
Minneapolis, MN 55415
TEL 612.673.2352
www.minneapolismn.gov

July 25, 2016

To whom it may concern:

Attached is a Request for Proposals for engineering and design services for the 4th Street Reconstruction Project for the Department of Public Works. 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, August 22, 2016. A pre-proposal conference will be held at the City of Lakes Building (Room 101), 309 2nd Avenue South, on August 8, 2016 at 9:00 AM.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Jenifer Hager".

Jenifer Hager, PE
Director, Transportation Planning and Programming Division
Department of Public Works

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**REQUEST FOR PROPOSALS
FOR
4th ST. S. RECONSTRUCTION**

- I. INVITATION:** 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 Engineering Consulting Firm (hereinafter referred to as the Consultant) for providing Engineering and Design Services for the 4th Street Reconstruction Project located between Hennepin Ave. and 4th Ave. S. in Minneapolis (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 9:00 AM (Minneapolis Time), August 8, 2016, in Room 101 at the City of Lakes Building, 309 2nd Avenue South, Minneapolis, MN, 55401. All potential Consultants are encouraged to attend this conference.
- III. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit **ten (10) paper copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for:
4th Street Reconstruction
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), August 22, 2016.**

NOTE: Late Proposals may not be accepted.

- 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 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 year of service. The cost proposal should be submitted in a separate sealed envelope, clearly marked "Cost Proposal". Please note that costs/fee should be included for optional services as referenced in the Scope of Services.
7. Company Financial Information including proof of financial responsibility, any bankruptcy filings by the consultant, its principles and officers during the previous seven years.
8. Grant-funded Services - Include a copy of the most recent audit report and management letter if vendor receives over \$50,000 in City contracts annually and if vendor 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 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 (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.

3. Explanation of the Project Team organization including all sub-consultants.

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	July 26, 2016
Pre-Proposal Conference	August 8, 2016
Questions on RFP Due by	August 10, 2016
Responses to Questions posted by	August 17, 2016
Proposals due by	4:00 PM on August 22, 2016
Scoring Team Evaluation	Week of August 22, 2016
Interviews	September 1 and 2, 2016
Estimated Consultant selection	September 2, 2016
Estimated services start date	October 2016
Estimated services end date	December 31, 2019

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: Donald Pflaum
 City of Minneapolis
 Department of Public Works
 309 2nd Avenue South – Room 300
 Minneapolis, MN 55401
 Email: donald.pflaum@minneapolismn.gov

All questions are due no later than 4:00 PM (**Minneapolis Time**), **August 10, 2016**. Responses to the Questions will be posted by **August 17, 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.

- XI. SITE VISITS:** Consultant's may visit the 4th St. S. Reconstruction site (located between 2nd Ave N. and 4th Ave. S. in Minneapolis) in reference to the services to be provided, but are prohibited from interviewing City staff or other visitors in any effort to obtain information relating to this RFP. All requests for clarification should be submitted in writing as outlined in this RFP. Failure to follow this prohibition could result in the rejection of the proposal.

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.

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. SUBP goals must also be met with any subcontractors or subconsultants used for this project.

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, apply 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 specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Administrator to obtain authorization as stated under "Subcontracting" in 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.

1. Project Information

The City of Minneapolis Public Works department is soliciting proposals from qualified companies for preliminary and final design, bidding, and construction services. In general, this includes geometric layouts, final plan preparation, bid specifications, construction services, and record drawings. These services are needed for the 4th Street Reconstruction Project.

a. **Project Objectives**

The objectives of this project are to:

Objective 1: Improve the condition of the pavement, sidewalk, and utility infrastructure for pedestrians, bicycles, transit and vehicles.

Objective 2: Improve the safety and pedestrian realm by upgrading cross-walks with ADA compliant pedestrian curb ramps, durable cross-walk markings, count-down timers at signals, streetscaping, and lighting.

Objective 3: Improve bicycle operations through this corridor.

The pavement quality in addition to the lack of current multi-modal accommodations warrants the reconstruction of this corridor. This project will improve safety and mobility, especially for pedestrians, bicycles, and transit users.

b. **Project Description**

This section of 4th Street serves as a major corridor for many transit routes through downtown. As described in *Access Minneapolis*, a key strategy for transit service downtown is to, “consolidate commuter service onto streets where transit is given modal priority and resources for transit services and facilities can be concentrated.”

The proposed project will fully reconstruct 4th Street from 2nd Avenue North to 4th Avenue South with new curb and gutter, pavement, upgraded signals, streetscaping, pedestrian-level street lighting, bike lanes, and sidewalks. Some parking and loading zone removal and/or peak-hour parking restrictions may be required.

Many important job and government service centers are located along the corridor, including Minneapolis City Hall, the Federal Courthouse, Hennepin County, and the Central Library.

c. **Project Scope**

Attachment C shows a preliminary map of the proposed improvements. The scope of the project includes the activities listed below. Plans from 2001 showing the existing street layout are available upon request.

Overall Improvements:

- Complete removal and replacement of the roadway surface including curb and gutter, drive and alley approaches.
- Complete removal and replacement of sidewalks.
- Install new traffic signals where needed including countdown pedestrian signals (“countdown timers”) and accessible pedestrian signal (APS) equipment and functionality.

- Delineate all pedestrian crossings with durable pavement marking materials.
- Install ADA-compliant curb ramps at all intersection corners.
- Install pedestrian street lighting.
- Bicycle facilities
- Provide trees and landscaping.
- Drainage and storm drain design.
- Reconstruction of the intersection at 4th Street North and 1st Avenue North. Other intersections have been improved as part of other recent north/south projects.

The following areas of scope are uncertain or have not been fully defined:

- How the traffic will be staged during construction.
- Community and stakeholder concerns have not been identified.
- The number, location, and status of areaways have not been determined.
- The number of lanes to adequately move traffic.
- The width of sidewalk and street furnishing areas.
- Impacts due to the Met Council Interceptor replacement in 2018.
- Whether the entire intersection of 2nd Avenue North and 4th Street North will be reconstructed.
- Streetscape elements.
- Bicycle facility design.
- Whether or not the project will be bid out or completed using city forces.

d. Elements not in Project Scope

The scope of the project does not include (exceptions):

- Right-of-Way acquisition with the exception of temporary easements which may or may not be needed during construction.

e. Existing Conditions

The following items show the existing conditions for this roadway:

- Traffic: Traffic volumes along the corridor are:
 - 21,500 ADT between 2nd Avenue North and 1st Avenue North.
 - 16,200 ADT between 1st Avenue North and Hennepin Avenue.
 - 13,500 ADT between Hennepin Avenue and Nicollet Avenue.
 - 9,900 ADT just east of 4th Avenue South.
- Transit: 4th Street is a heavily used transit route with Metro Transit routes 3, and 7 currently operate in the corridor. Transit stops are located at several nearside and mid-block locations. There is also a contraflow bus lane.
- Land Use: This section of 4th Street is in the core of downtown and is almost fully developed, primarily with commercial, office, and retail uses. There are also several parking ramps, parking lots, and government buildings east of Hennepin Avenue. The two blocks west of Hennepin Avenue are part of the Warehouse District.
- Parking: The parking conditions vary on a block-by-block basis within the project limits. There are segments on the south side of the street of metered parking, loading zones, taxi zones, bus loading zones, and no parking zones.

Parking is prohibited on the north side of the street where the reverse flow bus lane exists.

- Right-of-Way & Existing Design: From 2nd Avenue North to Hennepin Avenue the right-of-way is 82.4-foot wide. From Hennepin Avenue to 4th Avenue South the right of way is 80-foot wide.
- Traffic Control: This entire section of 4th Street is one-way for vehicle traffic, and every intersection within the project limits is signalized.
- Landscaping & Amenities: There are few boulevards with furnishing zones or trees within the public right-of-way. Many of the street amenities are located on plazas adjacent to the corridor.
- Lighting: There is high-level, pole mounted, shoebox style street lighting along the length of the corridor. Some of the lighting is mounted on top of traffic signal poles.
- Utilities: There are several sewer, water, gas, and telecommunication lines within and crossing the corridor. There is also a Met Council Interceptor that is located along the corridor that will be replaced in coordination with this project. There are a number of existing Xcel vaults within the corridor.

f. Pavement Condition and History

The pavement condition for these segments of roadway warrant reconstruction. Pavement Condition Index (PCI) is a rating system (1-100; bad to good) that measures pavement quality. The following are the current conditions along 4th Street.

- 2nd Avenue North to Hennepin Avenue
 - Constructed in 1962 as asphalt over concrete
 - Sealcoat in 1993
 - PCI=60 (measured in 2010)
- Hennepin Avenue to Marquette Avenue
 - Constructed in 1962 as asphalt over concrete
 - Mill and Overlay in 2000; Sealcoat in 2001
 - PCI=45 (measured in 2010)
- Marquette Avenue South to 3rd Avenue South
 - Constructed in 1963 as asphalt over concrete
 - Mill and Overlay in 2000; Sealcoat in 2001
 - PCI=42 (measured in 2010)
- 3rd Avenue South to 4th Avenue South
 - Constructed in 1961 as asphalt over concrete
 - Reconstruction of bus lane pavement when tunnel was renovated
 - PCI=42 (measured in 2010)

g. Funding Sources

Funding sources for this project include City of Minneapolis Net Debt Bonds, Municipal State Aid funds, Special Assessments, and Stormwater revenue.

h. Project Schedule

The following schedule must be kept:

- Summer 2016: Preliminary Design Process Begins
- Fall 2016: Stakeholder Meetings
- Early 2017: Layout Approval
- Early 2017 to Fall 2017: Final Design Process
- Fall 2017: Submit 90% Plans
- Winter 2018: Submit Final Plans, Specifications, and Estimates
- Winter 2018: Bid Project
- Spring 2018: Begin Construction

i. Key Issues

The following issues must be considered as part of the project design and need to be considered with regard to construction staging:

- Determining if Metro Transit's reverse flow bus lane is still needed and what impacts this facility has on design options.
- High traffic volumes with many curbside uses and parking garage accesses.
- The likely presence of areaways along the corridor, the specific locations of which are not known at this time.
- Utility coordination of potential conflicts with proposed design and existing utility locations. This includes the Met Council's interceptor.
- Competition for space will be an issue given that there is an existing bike lane that will need to be replaced and given that there will likely be a strong desire by some stakeholders to widen the sidewalks.

2. Specific Work Tasks – Requested Services

The expected deliverables, schedule constraints, and minimum qualifications are found in this section. For simplicity, the project has been broken into the following four tasks, with specific milestones and deliverables mentioned in each section.

- Task 1 – Final Engineering Phase (October 2016 – December 2017)
- Task 2 – Bid Preparation (January 2018 – April 2018)
- Task 3 – Construction Administration (May 2018 – December 2019)

Another consultant will be conducting a traffic analysis and will be developing a 30% layout from which the final design will be based from. It is expected that layout approval for this concept will take place in January 2017. Many of the tasks outlined in Task 1 can be started at the beginning of this contract, however some of the tasks will need to wait until this approval has taken place.

a. Task 1 – Final Engineering Phase (October 2016 – December 2017)

The primary deliverable for this phase of work is a full signed and approved plan set that has been submitted to the city by October 1, 2017. A 60% plan set should be completed by June 30, 2017 with a 90% plan ready for September 2017 Public Works review. As mentioned above, 100% completed plan set must be submitted to the city by October 1, 2017.

Specific tasks to be completed in this phase include:

- Work with City staff, elected officials and stakeholders to determine construction phasing alternatives with consideration of bus, pedestrian and vehicular traffic, and association cost and schedule implications.
- Attend meetings with staff at 60% and 90% completion to present design, concepts, phasing and costs estimates, and incorporate changes as necessary. In addition, assume a minimum of two meetings per week with various City staff will be needed to coordinate the design phase. The 60% plan set should include revised alignment sheets, quantity sheets, typical sections, standard plates, utility plan sheets, grading and pavement design, drainage and erosion control plan, and signage and striping sheets. Lighting design sheets, signal design sheets, landscaping sheets, construction phasing sheets, and traffic control sheets should be substantially complete by 60%. The 90% and subsequent 100% plans are to include, but are not limited to: a title sheet, a sheet index, statement of estimated quantities, construction notes and standard plates, typical sections, quantity tabulations, public utility tabulations, special provisions, standard plan sheets, construction staging plans, traffic control plans and tabulations, temporary traffic signal plans, alignment plan and tabulations, existing conditions and utilities, survey control sheet, removals plan, utility plan, drainage plan, grading and paving plan, profiles and cross-sections, erosion control, landscaping plan, streetscape plan, signing and striping plans, lighting plans, and signalization plans.
- Refine the detailed schedule for completing all elements of the project (design, approvals, bidding, and construction) as directed by the city project manager.
- Complete a constructability review and a construction staging plan that addresses impacts to affected entities including businesses, pedestrians, and traffic as well as utilities. The consultant will be expected to attend meetings (led by the city) with neighborhood groups and adjacent property owners to identify potential issues and mitigation measures.
- It is estimated that additional survey requirements will be minimal, however, it will be the consultant's responsibility to collect any additional survey needed to complete the plans.
- Identify all easements (temporary and permanent) needed for project construction (assume up to 30 easements). Prepare legal descriptions and exhibits for each easement to be acquired. The consultant will be responsible for negotiating with landowners to obtain these easements, in consultation with the city.

- The design and reconstruction of any areaways that require reconstruction will be the responsibility of the property owners. The consultant will need to identify if any areaways exist in the project area.
- Refine the construction cost estimates at the 60% plan and 90% plan benchmarks.
- Obtain Municipal State Aid approval of plans.

Formats:

- All plans will be provided in Microstation V8 compatible format. Horizontal data will be provided in the Hennepin County Coordinate System , Datum NAD83, 1986 Adjustment (non Harn) in US survey feet. Vertical data will be consistent with NGVD29 datum.
- All text documents will be provided in a Microsoft Office file format.

b. Task 2 – Bid Preparation - Optional Task (January 2018 – April 2018)

The primary deliverable for this phase of work is a set of full specifications including all technical specifications and special provisions required to bid this project. A draft bid package will need to be submitted to Public Works by March 31, 2018 with a final bid package ready by April 30, 2018. A decision to include this provisional task will be made by the end of October 2017. Consultants need to include a scope of services for this task.

Specific tasks to be completed in this phase include:

- The consultant will assist the city with bidding phase services from advertising the project through award of the contract, during the bidding phase of the project. Bidding and pre-construction services will include preparation of bid packages and coordinating with city staff. The consultant shall act as the representative of the city during the bidding phase. This will include preparing advertisement of bids, producing bid documents, distributing bid documents, maintaining plan holder list, conducting pre-bid conference, addressing questions, preparing addenda (if required), attending bid opening, tabulating bids received, and preparing recommendation for award.
- Coordination with MnDOT regarding bid provisions required on a State Aid Roadway.
- Prepare and submit permit applications required by the proposed work (the city will pay permit and review application fees). Obtain the required permits and approvals for construction.

Formats:

- All text documents will be provided in a Microsoft Office file format.
- Bids packages will need to be converted to a PDF format.

c. Task 3 – Construction Administration – Optional Task (May 2018 – December 2019)

The primary deliverable for this phase of work is the monitoring of the construction work to ensure quality control, to keep the project on schedule, and to keep the project within

budget. Frequent communication with the contractor is maintained. A decision to include this provisional task will be made by the end of October 2017. Consultants need to include a scope of services for this task.

Specific tasks to be completed in this phase include:

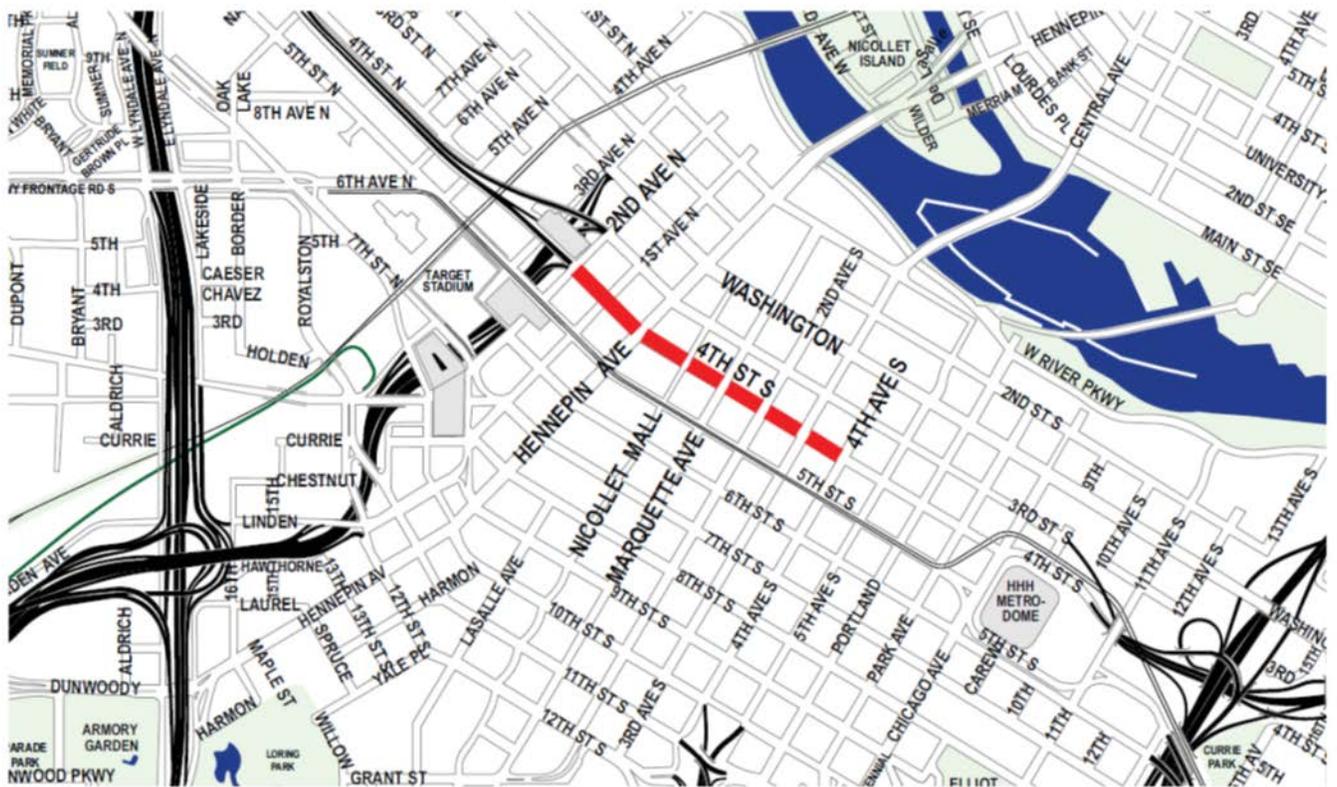
- The consultant shall act as the representative of the city during the construction phase. This will include preparation of a pre-construction meeting agenda, conducting a pre-construction meeting, advising the city, and issuing instructions to the contractor on behalf of the city.
- The construction phase will begin with the award of the construction contract. The consultant will be responsible for partial payment and final payment paperwork associated with a federal project.
- Organize and conduct weekly construction meetings with the city, the contractor and subcontractors on-site. Prepare meeting summary for distribution.
- Prepare and distribute weekly project status and scheduling information to affected property owners/businesses.
- Provide on-site observation of construction activities.
- Provide certificate of substantial completion for execution.
- Prepare certificate of final acceptance.
- Enforce contractor hours of operation.
- Review contractor compliance with labor wage rates, EEO, and DBE requirements, as appropriate.
- Coordinate the sampling and testing of materials. The contractor shall retain the services of a qualified testing firm to perform the required sampling and testing.
- Review and approve shop drawings.
- Negotiate, recommend, and prepare supplemental agreements and change orders as needed.
- Prepare record drawings for the project. Specifically, provide one hard copy of an 11 x 17 set, one electronic copy in Microstation V8 format, and one PDF copy of record drawings of all improvements (as-builds).
- Prepare final engineer's report.

City Expectations:

- Unforeseen conditions that impact project safety, project scope, project timeline, or project cost must be reported to the city project manager as soon as discovered.
- Major issues of concern; particularly changes to the project scope, budget, or timeline must be discussed with the city project manager before change orders are processed.

ATTACHMENT C

PROJECT MAP



█ PROJECT

