

**Dinkytown Small Area Plan
Consultant Scope for Transportation, Heritage Preservation, and Market Studies**

BACKGROUND AND PURPOSE

The City of Minneapolis is undertaking a small area plan for the Dinkytown business district near the University of Minnesota campus. The purpose of the plan is to provide direction for future public and private investment and development in the area. The business district is defined as the current commercial area around the intersection of 14th Ave SE and 4th St SE, as shown on the attached map. However, the area being studied may extend beyond the boundaries, if important information is to be gathered.

This plan coincides with a neighborhood-led update to the Marcy Holmes Master Plan (adopted in 2003), which is already underway and will cover the entire neighborhood, including Dinkytown. The two planning efforts are being designed to be complementary. Therefore, while the full scope of issues facing the area will be addressed, the Dinkytown Plan (and the scope of this consultant work) will focus on topics most relevant to the business district.

To clarify, the consultant team being hired through this Request for Proposals is not being asked to conduct the entire small area planning process. City staff – in partnership with community partners (in particular the Dinkytown Business Association), will facilitate the process, public involvement, and final document production. Rather, the request for consultant services is to focus on key topics and areas of expertise, to provide insightful analysis and draft recommendations that will be primary inputs in the plan.

After some initial public involvement and conversation between CPED and area stakeholders, the three major topic areas were developed. Consultant expertise and work will focus on these. We realize that these likely will require a team to be assembled, and look towards consultants to choose compatible partners – especially given the fairly rapid pace anticipated in this process.

While these are separate topics, it will also be important for us to be able to show connections between these topics. There is a strong relationship between the transportation, preservation, and market issues facing Dinkytown. This business district is generally a very successful one that has been able to adapt and thrive for many years. However, at present, there is a concern that development, parking, and market pressures facing Dinkytown threaten to eliminate the unique character of this area that makes it meaningful to many people, both past and present. How we accommodate continual growth and change – while still maintaining the area's unique character – is the essential question of this planning process.

The overall project budget will be \$45,000. Contract negotiations can include more detailed discussion on tasks which can be accomplished by City staff, and what information is readily available and can be provided.

RELEVANT PLANS

The Dinkytown Small Area Plan is being developed to fill a policy gap for this area. However, there are several other plans already in place that will be useful to provide context and additional information.

- The Minneapolis Plan for Sustainable Growth is the City's adopted comprehensive plan
http://www.minneapolismn.gov/cped/planning/plans/cped_comp_plan_2030
- The Marcy Holmes Master Plan is the adopted guidance for the Dinkytown area, with guidance for land use and character. This plan is currently being updated.
http://www.minneapolismn.gov/cped/planning/plans/master-plans_marcy-holmes_index
- The 15th Ave SE Urban Design Plan, a supplement to the Marcy Holmes Master Plan, addresses blocks along 15th Ave SE. This will be folded into the Marcy Holmes plan update.
http://www.minneapolismn.gov/cped/projects/cped_marcy_holmes_15th_ave_plan
- The University of Minnesota Campus Master Plan addresses Dinkytown and other nearby areas in terms of their relationship to campus and University priorities.
http://www.cppm.umn.edu/assets/pdf/2009_BOR_mp.pdf
- Access Minneapolis, the city's transportation plan, provides guidance for the design of streets and sidewalks. It also includes bicycle and pedestrian master plans, including specific projects.
<http://www.minneapolismn.gov/publicworks/transplan/>
- The Granary Corridor Feasibility Study looks at options for the reuse of the railroad trench which runs through Dinkytown.
http://www.minneapolismn.gov/cip/all/cip_semi_index

CONSULTANT SCOPE

The proposed scope of work for the consultant team is described below. Please note that this is a preliminary assessment. The exact details of the scope will be discussed in subsequent contract negotiations and result in the development of a final scope of services.

Consultants are encouraged to be creative in their approach to this planning process and recommend changes to the scope of work that they feel would benefit the project.

Topic 1: Transportation and Parking

The Dinkytown area exists in a highly multi-modal environment. It includes some of the highest bike and pedestrian counts in the City, multiple bus lines, and high auto traffic streets. The businesses attract a large number of people walking and biking from the neighborhood and campus, but also draw travelers by car and transit from around the region and beyond. Addressing how these modes work together, and safe and accessible ways to accommodate them, is clearly needed.

Biking and pedestrian traffic is a major part of this system. Recent counts show that 15th Avenue SE is the highest volume bicycle corridor in the city, and the pedestrian traffic levels are extremely high as well. However, there are also some problematic intersections for safety, particularly along the higher automobile traffic corridors. While there are some newer facilities along 15th Avenue SE, a broader look is needed to see if additional improvements or amenities should be added.

Bicycle and pedestrian connectivity should consider the broader network, including linkages through campus, to the riverfront parkway system, and potentially to the proposed Grand Rounds connection through the area.

Parking has a particular focus in this planning process. Many businesses in Dinkytown do not have their own private parking, but rely on shared and on-street parking facilities. Redevelopment is changing the availability and configuration of parking, and there is a need to look at future demand and facilities comprehensively. There are already some short term evaluations underway through the City's Public Works, particularly focused on the period where public parking will be extremely limited due to ongoing construction on the site of former public parking facilities. Findings from this work will be available to the consultant team.

The scope of this study is primarily the main study area as shown on the map. However, the analysis should include major streets and connectors into and through the area, and major parking facilities that serve the area (including the University's facilities).

Scope of work:

- Analyze existing multi-modal transportation network to determine existing issues, including traffic volumes, intersection performance, and areas with traffic safety concerns.
- Recommend both general and specific improvements to the transportation network, particularly for bicycle and pedestrian traffic. Address connectivity, major corridors and destinations, and other aspects outside the immediate study area but relevant to system performance.

- Inventory existing and projected future parking availability, usage, and demand for the business district and surrounding uses. Some of this information will be available through the City records, and can be provided to consultant.
- Review city policy and requirements around parking, particularly in the Pedestrian Oriented overlay district for the area.
- Recommend parking solutions for the business district, taking into account both regular and event parking levels. Address on-street and off-street public parking options, including: the feasibility of a new parking ramp, the use of valet parking, modifications to on-street parking, use of a parking shuttle, and other options. Recommendations should include: (1) physical/design solutions, (2) operations/business model solutions, and (3) solutions that reprioritize the mode-split. The intent is to support an enduring, sustainable business district.
- Consider role and impact of University transportation and parking facilities, including the 4th Street Ramp.
- Evaluate how to make better connections to and use of the rail trench (Granary Corridor) as an element of the transportation system, particularly for bicycle/pedestrian traffic.
- Consider any potential future opportunities for the area from proximity to the new Central Corridor light rail line.
- Participate in two public meetings and periodic working group meetings, to present results and seek feedback.

Deliverables:

- Materials for public meetings, including display boards, handouts, and summaries of findings and recommendations.
- Final technical report, including any necessary visuals, maps, and graphics. This will be incorporated into CPED's small area plan document.

Topic 2: Heritage Preservation and Design

The Dinkytown business district is currently facing a major wave of development interest. This has put the historic scale and character of the area at risk for inappropriate changes or possible demolition. Much concern has been expressed regarding the unique value of this area and how it can be maintained.

A recent historic survey of the area has recommended that this area be evaluated as a potential historic district, based on the traditional commercial character of small scale 1-2 story buildings, typical of streetcar area development. This study will take that evaluation

further, to determine what the character of this area is and what the best mechanism for preserving it is.

It should be noted that there is already interest in this being considered as a conservation district – a new concept for Minneapolis currently being evaluated. While this is a separate topic, those involved in that process have considered Dinkytown as one of the potential early locations for the establishment of a conservation district.

The geographic scope of this project will focus on the potential historic district for the Dinkytown commercial core as identified the recent historic survey. This includes approximately 30 properties of varying levels of historic integrity.

Scope of work:

- Conduct a historic designation study to evaluate the historic character of the Dinkytown business district, including buildings, cultural landscapes, the rail corridor, and other features.
- Produce inventory forms for each resource considered within the proposed district, including photographs, review of building permits, and other applicable property information. Forms should be consistent with SHPO Guidelines. Some of the properties have these forms from the earlier historic resources survey, but many do not.
- Define a boundary for the proposed historic district.
- Prepare materials needed for a draft nomination for a historic district, including narrative on its historic significance. As historic designation is only one potential strategy being considered, it is not certain that it will be nominated for a district. However, this will prepare for designation if pursued.
- Reviewing the results from the historic designation study, recommend a preservation strategy for maintaining the character of the Dinkytown area while balancing other issues and concerns.
- Evaluate the potential to establish either a historic district or a conservation district. Address the steps that would be needed to establish a district, as well as recommendations for interim protection as needed.
- Develop design guidelines for the area that will be used to guide preservation of existing historic fabric and the construction and development of new buildings and infrastructure.
- Participate in two public meetings and periodic working group meetings, to present results and seek feedback.

Deliverables:

- Materials for public meetings, including display boards, handouts, and summaries of findings and recommendations.
- Final technical report, including any necessary visuals, maps, and graphics. This will be incorporated into the small area plan document.

Topic 3: Market Study and Economic Development**Issue statement:**

As the area in and around Dinkytown develops, it is apparent that there is currently a dominant model of development – student housing, sometimes with ground floor commercial. However, additional information is needed regarding the implications of this trend, and the broader market forces at work.

A few major concerns have been raised which have implications for the area, which have led to some questions that need to be addressed:

- New development has begun replacing existing public parking lots in Dinkytown, impacting existing businesses;
- Rents in newer spaces tend to be higher than in existing ones, suggesting that small-scale local businesses may be replaced by larger chains that can better afford the rents;
- The mix of businesses moving into these spaces may not be optimal to address needs for diversity and balance in the area; and
- The rapid rate of development may result in market oversaturation of commercial space and/or certain housing types.

The purpose of this topic is to provide context for responding to these concerns through a market study of the Dinkytown area. The geographic scope will focus on the core business district of Dinkytown (see attached map), as well as the corresponding market areas for the businesses in the district – which may vary depending on business type.

Scope of work:

- Describe the commercial market areas for Dinkytown, including both walk-up customers as well as destination visitors traveling from throughout the region.
- Conduct a commercial market study for the area, to identify market demand and potential growth sectors for retail, service, and office uses. Address which ones are currently underserved, and which ones may be overrepresented.
- Provide an overview of residential market for the area surrounding Dinkytown, including both student housing and other residential types. Describe in

relationship to the competition for available development sites, and how that would impact existing uses.

- Evaluate the impacts of University's on-campus retail uses (University owned and private vendors), on the viability of off-campus businesses. Consider the potential impacts of an expansion of on-campus retail.
- Consider potential impacts from the opening of light rail transit on the market, including potential to expand the footprint of University-oriented residential and commercial development easily accessible from campus.
- Recommend strategies to strengthen the existing small business environment, including both viability of existing businesses and optimization of business mix. Include strategies for supporting small businesses and entrepreneurial startups.
- Recommend strategies for business district around marketing to existing and potential customers, including those visiting or working on campus, attending games or other special events, and those with ties to the area (e.g. alumni).
- Provide guidance for city policy in regards to business districts such as Dinkytown, including issues such as parking, business support, liquor licensing, and other relevant issues.
- Participate in two public meetings and periodic working group meetings, to present results and seek feedback.

Deliverables:

- Materials for public meetings, including display boards, handouts, and summaries of findings and recommendations.
- Final technical report, including any necessary visuals, maps, and graphics. This will be incorporated into the small area plan document.

The project scope should include a detailed list of time and resources to periodically attend project steering committee and public meetings to share results.

The final deliverables will include a report summarizing findings and recommendations.

PROCEDURES FOR SUBMISSION OF PROPOSALS

Contact Person

Direct all inquiries regarding this Request for Proposals to:

Haila Maze, Principal Planner

City of Minneapolis – CPED

105 5th Ave South, Suite 200

Minneapolis, Minnesota 55401

(612) 673-2098

haila.maze@minneapolismn.gov

The City of Minneapolis will answer all written requests received prior to Monday, June 3, 2013, in writing, and copies of the questions and answers will be transmitted to all prospective consultants who have notified the City of their intent to propose. It is requested that all applicants provide their e-mail address to the City of Minneapolis in order to expedite the process.

Submission of Proposals

Proposals shall be delivered to the City of Minneapolis at the address below on or before 12:00 p.m. Central Daylight Time, on **Friday, June 7, 2013**. No late submissions will be accepted. Please provide five (5) printed copies of the proposal, as well an electronic version (either on CD or via email). Please note that email attachments larger than 10 MB may not be accepted by our computer system.

Deliver proposals to:

City of Minneapolis – CPED

105 5th Ave South, Suite 200

Minneapolis, Minnesota 55401

Attention: Haila Maze

haila.maze@minneapolismn.gov

Please mark the outside of the package (or the subject line of the email) with the title: “Dinkytown Small Area Plan.”

CONTENTS OF PROPOSAL

To allow for easier comparison of proposals during evaluation, the proposal format and submittals must be as follows. For teams with multiple consultant firms, information should be provided for all firms represented on the team.

- A. Scope of Services- Describe how service will be provided. Include a detailed listing and description of tasks and deliverables, as well as timeline for completion.

- B. Experience and Capacity- Describe background and experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service, or if it can be completed with existing capacity.
- C. References- List references from contracts similar in size and scope.
- D. Personnel Listing- Show involved individuals with resumes and specific applicable experience. Identify the project manager who will serve as the main point of contact. Subcontractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
- E. Cost - Indicate proposed cost of service by scope item, including how determined; rates; direct costs and payment billing schedule; list of charges per classification of employee.

EVALUATION CRITERIA

The following are the key criteria that will be used to evaluate the proposals:

- Quality, thoroughness and clarity of proposal.
- Qualifications and experience of staff. Review of references.
- How well the scope of services offered meets department objectives.
- Financial responsibility and capacity of company or companies 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.
- Organization and management approach and involvement for a successful project.
- Small & Underutilized Business participation.
- Cost of services proposed.
- Insurance coverage as defined for the services.

TIMELINE

The consultant team will be selected in June 2013. It is the goal of the project to be completed within 6 months, so that draft materials will be completed by November 2013. The consultant team should have immediate availability to begin work on the project upon selection. It is anticipated that there will be public meetings in June and September, in addition to ongoing working meetings throughout the planning process.

City of Minneapolis - General Conditions for Contracts

(Revised 3/2012)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By contracting, the Contractor agrees to be bound by these requirements unless otherwise noted in the Proposal. The Contractor may suggest alternative language to any section. Some negotiation is possible to accommodate the Contractor's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from completing the project.

2. Interest of Members of City

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3. Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4. Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5. Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion,

demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in city contracts in addition to other remedies as provided by law.

6. **Insurance**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$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 Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Computer Security and Privacy Liability** insurance for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Contractor, its employees or Sub-contractors and 2) penetration of the Contractor's electronic data network, "firewall" or other security devices by hackers or others. 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 provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Contractor commences work, whichever is earlier.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any

damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

7. Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

8. Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

9. Subcontracting

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

10. General Compliance

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

11. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

12. Prior Uncured Defaults

Pursuant to Chapter 8, Section 24 of the City’s Charter, 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.

13. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

14. Accounting Standards

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

15. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring Contract have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

16. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state and federal laws.

17. Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

18. Living Wage Ordinance

The Contractor 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) Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at

\$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

19. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

20. Conflict and Priority

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

21. Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, which can be found at:

http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf .

22. 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.

23. Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City representative identified as the Contract Manager in this Contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an "interested person," "lobbyist," or "lobbyist principal" and not as a "local official" or "local employee" (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

24. Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract 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 has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

25. Ownership of Materials

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

26. Intellectual Property

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

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 term 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.

27. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

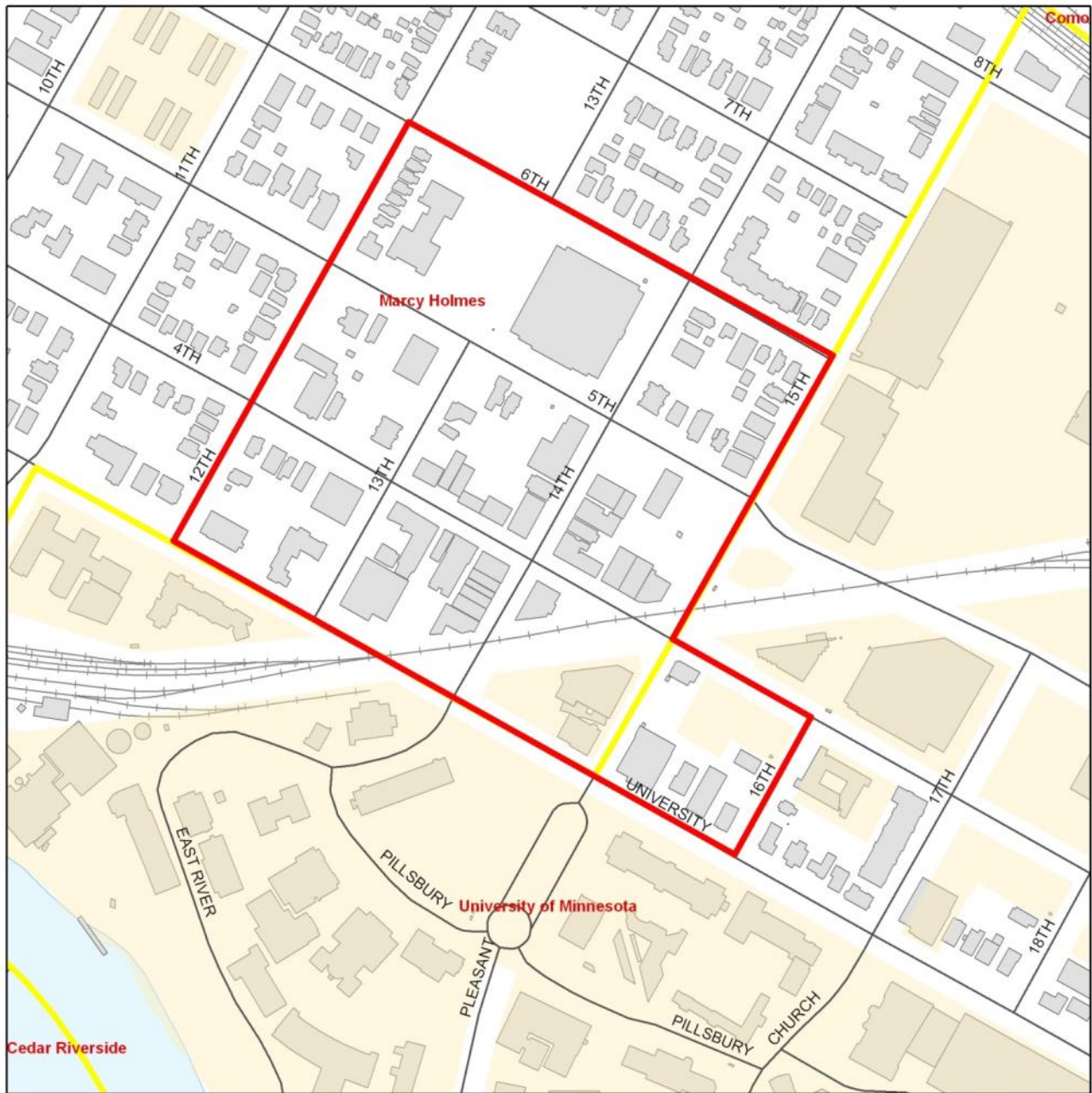
http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf . It is the Contractor’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

28. Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained in item 15 hereof for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

29. Small & Underutilized Business Program (SUBP) Requirements

Contractor must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project in excess of one hundred thousand dollars (\$100,000) and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the contractor find an opportunity to contract with other business concerns to complete portions of the task solicited, we ask that they would entertain contracts with businesses owned by women or minority persons.



Dinkytown Proposed Study Area

Legend

- Dinkytown Study Area
- Neighborhoods
- Centerline
- University of Minnesota
- Buildings
- Railroad
- Parks
- Water



Minneapolis
City of Lakes
CPED Department
Planning Division
3/19/13 DRAFT

