



## **REQUEST FOR PROPOSALS – Addendum No. 1**

### Design Services for Currie Park Phase I Improvements

Release Date: Wednesday, February 7, 2018

Addendum Release Date: Tuesday, February 13, 2018  
All Addendum edits/deletions/additions are shown in red

Due Date: Tuesday, February 27, 2018 at 3PM

### **REQUEST**

The Minneapolis Park and Recreation Board (MPRB) seeks professional design services to assist with a project scope options analysis to identify Phase I Improvements for Currie Park. The project scope includes a new splash pad. Other amenities will be determined based on the project scope options analysis.

Upon MPRB review and selection of the project scope, the consultant will further provide community engagement support, design, construction documentation, bidding and construction administration services for the identified Phase I Improvements.

### **ABOUT MPRB**

The MRPB is an independent, semi-autonomous body responsible for maintaining and developing the Minneapolis Park system to meet the needs of citizens of Minneapolis. This unique structure allows independent decision-making so the MPRB can efficiently oversee a diverse system of land and water. Nine Park Board Commissioners are elected every four years: one from each of the six park districts within the city and three that serve at-large. The Board of Commissioners appoints the Superintendent to provide high-level oversight and leadership to the nationally renowned park system. Three Assistant Superintendents, all appointed by the Superintendent, oversee operations, planning and recreation with a staff of 400+ full-time and 1200+ part-time employees and an annual operating budget of \$60 million. The MPRB is one of five Minnesota park agencies and one of only 108 agencies in the United States that is accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA).

The Minneapolis Park System consists of 182 park properties, including local and regional parks, playgrounds, triangles, golf courses, gardens, picnic areas, biking and walking paths, nature sanctuaries, and the 55-mile Grand Rounds National Scenic Byway. Together, these properties total 6,732 acres of land and water. The backbone of the park system is its full-service neighborhood recreation centers. It serves as host to approximately sixteen million visitors

annually. The Park Board adopted a Comprehensive Plan (2007), after substantial public input, which will provide guidance through 2020.

## **PROJECT BACKGROUND**

Currie Park occupies a trapezoid of land sandwiched between two light rail lines, I-35W, and 15<sup>th</sup> Avenue. The park is one of the very few green spaces in the highest density neighborhood in Minneapolis outside of downtown.

In September 2016, the South Service Area Master Plan (SSAMP), in which Currie Park is included, was approved by the MPRB Board of Commissioners. The SSAMP is the result of nearly two years of planning and design by MPRB staff, the community, and hired technical consultants. Nearly 100 community engagement events were held and several different stages of input garnered thousands of individual comments on park plans, guiding principles, and the planning process itself. Specifically, for the Currie Park Open House, translators were provided in Somali, Oromo, Korean and Vietnamese. Printed surveys were also provided in Somali, often requiring responses be translated back into English for staff review. All of this was done in an effort to ensure that the planning process was open and equitable for community members often left out of planning processes, namely people of color and recent immigrants.

While the final scope of the Phase 1 Improvements project is not set, the eventual full execution of the SSAMP will see significant changes for Currie Park. As is fitting for a park in a dense urban environment, Currie will maximize recreation space year-round. The major change that drives the redesign of the rest of the park is the construction of side-by-side youth soccer fields that can be enclosed in the winter under an inflatable dome. This will allow for year-round play in an area with few indoor opportunities (and no MPRB recreation center). A tennis court and half-court basketball court would also be able to be enclosed under the dome, and another full-court basketball court in the vicinity will allow for summer play.

All these sports facilities are relocated to the western edge of the park, away from the Brian Coyle Center (operated by Pillsbury United Communities under a 99-year lease from MPRB). Nearer the center are new play areas and a splash pad to replace the existing wading pool. Instead of the existing restroom building, a new building will be constructed that can serve both as a restroom and a vestibule for the sports dome in winter. Just north of this is a picnic area with a group shelter. This area will allow for prime sports viewing in summer and will allow families to gather for picnics with easy access to all park amenities.

New trails connect to the Hiawatha Trail and through the park. An urban agriculture area designated behind the Brian Coyle Center, which has interest in programming that space. The new Currie Park recognizes the unique place of this small piece of land in an extremely dense neighborhood. The park will become a year-round destination for children and families to play together.

The master plan for Currie Park is included as Attachment A.

## PROJECT DESCRIPTION

MPRB allocated \$600,275 of 20-Year Neighborhood Park Plan (NPP20) and \$35,486 of Park Dedication funding in the 2018 Capital Improvement Program (CIP) and \$2,212,125 of NPP20 funding in the 2019 CIP for a total project budget of \$2,847,886 to start implementing a first phase of the master plan for Currie Park. Of this overall project budget, it is anticipated that approximately \$2,000,000 is available for the ~~construction contract~~ cost of the work.

The overall master plan includes the following projects, with an estimated total project cost of \$7,002,499 (in 2016 dollars):

- Splash Pad in new location,
- Traditional Play Structures (2) in new containers,
- Athletic Field Renovations, including demolition of 1 artificial turf field and tennis court, new premier fields,
- Basketball courts (1 full, 1 half),
- Tennis Court,
- Urban Agriculture Area,
- Naturalized areas,
- Parking Lot Renovation,
- Gathering Plaza near building,
- Group picnic shelter,
- Sports Dome, including new restroom/storage building and demolition of existing building, and
- Renovate Walking Paths.

Initial MPRB and stakeholder discussions have occurred to define the scope of the Phase 1 project and proposing consultants should assume the following:

- Splash Pad is in scope
  - Existing restroom/mechanical/storage building may be renovated or built new in another location
- Some element of traditional play is likely included
  - This could include renovation of existing containers, playground surface upgrades, or new containers with new equipment
  - This will require coordination with a playground vendor to be determined

- Parking lot renovation for ADA compliance is in scope, parking lot entry relocation is tentative
- Other park improvements (trails, lighting, benches, fencing, etc.) are included
- New full-court basketball court is tentative
- Athletic Field relocation **is not** in scope
  - New turf on existing field may be included
- Sports Dome **is not** in scope
  - “Sports Dome” includes tennis court, half-court basketball, athletic field relocation, sports dome foundations and infrastructure
  - Restroom/mechanical/storage building may be in scope to serve park until Sports Dome is constructed. Building to be designed to allow for an addition to serve Sports Dome in the future
- Phase 1 Improvements to be located and constructed in a manner to allow for the future construction of the Sports Dome and other amenities not included in Phase 1
- Exact locations of Phase 1 amenities have flexibility and are not rigidly guided by the existing master plan geometry

## **SCOPE OF SERVICES**

### **Project Scope Options Analysis**

#### ***Provide Fee as a Lump Sum***

The design consultant will work with MPRB staff to create three (3) project scope options with graphics for MPRB consideration. MPRB will provide significant guidance to direct the scope options. The consultant will analyze the feasibility given the existing site constraints and provide preliminary cost estimates for the three different project scopes, attempting to provide scope options that are within the available construction budget. Specific tasks include but are not limited to:

- One site visit and meeting with the MPRB project manager to initiate this phase.
- Creation of three (3) project scope options showing existing facilities to remain alongside new proposed park amenities.
  - These will be presented in a schematic plan format with new and removed amenities drawn over an aerial image.
  - Each option to include a preliminary cost estimate that fits within the existing construction budget.
- One Project Advisory Committee (PAC) meeting (internal MPRB staff only) to present the above information and assist the PAC in deciding on a design project scope.

## Community Engagement Support

### *Provide Fee as a Lump Sum*

The design consultant will support MPRB staff in community engagement efforts by providing graphics directed at finalizing the project scope, communicating design options for specific elements of the approved scope for community feedback, communicating the availability of nearby park amenities that are impacted by construction activities, and notifying the public of upcoming construction impacts. The consultant is not required to attend community engagement events as open houses are not planned. Engagement will occur during pop-up engagement session in the park by MPRB staff and language interpreters. The consultant is free to attend these events but will not be compensated with an additional fee.

Graphic support includes:

- Preparation of a final site plan that clearly outlines the scope of the Phase I improvements with existing amenities to remain
- Design options for specific park amenities of the approved scope
  - Boards related to playground, splash pad or other park amenity design options
  - Coordination with playground vendors required
- Information on nearby park amenities that are available while Currie Park is under construction
- Notification of project construction impacts

Effective April 28, 2017, all .pdf and word documents posted electronically for public review must comply with ADA digital standards, WCAG 2.0 requirements and Federal Guidelines. Any submitted .pdf that is not ADA compliant will be rejected and revised at the consultant's expense.

## Schematic Design through Construction Administration

*Provide Fee as a Lump Sum Fee Percentage (%) of the anticipated ~~Construction-Contract Cost of the Work~~ (\$2,000,000)*

*Provide the proportion of compensation breakdown percentage (%) for each phase of services in accordance with Section 11.5 of the "AIA B101 Standard Form of Agreement Between Owner and Architect"*

*No adjustment will be made for minor ~~construction-contract cost of work~~ budget refinement of less than 5% (\$1,900,000 to \$2,100,00 anticipated ~~construction-contract cost of the work~~) unless additional funding sources are brought into the project.*

*No adjustment will be made if the actual ~~bid construction-contract cost of the work~~ deviates from the anticipated ~~construction-contract cost of the work~~.*

Upon selection of a project scope, the consultant will provide comprehensive design services for the Phase I improvements as further defined in the "AIA B101 Standard Form of Agreement Between Owner and Architect" (Attachment B). This includes, but is not limited to: schematic

design, design development, construction documents, bidding phase services, construction administration and other services as necessary to successfully complete the project.

The consultant will provide a Minnesota licensed design professional in each discipline as warranted by the project. This includes, but is not limited to: Landscape Architecture, Architecture, Civil Engineering, Mechanical Engineering, Electrical Engineering, Structural Engineering. *See the Small and Underutilized Business Program (SUBP) Requirements below.*

See Attachment B for further detail on MPRB requirements during each phase.

1. Schematic Design

- Attendance at a minimum of one (1) meeting with MPRB PAC to review preliminary design
- Attendance at meetings as required with MPRB project manager
- Assistance to MPRB project manager by providing graphics or illustrations for stakeholder review meetings or community engagement events (see Community Engagement above)
- Preparation of final “Concept Plan” for any project elements, such as new structures, splash pad or playgrounds, requiring MPRB Board of Commissioner approval
  - If playground is in project scope, coordination with a playground vendor is included in the consultant scope of services

2. Design Development

- Bi-weekly meetings/conference calls with MPRB project manager
- Attendance at a minimum of one (1) meeting with MPRB PAC to review design development

3. Construction Documents

- Meetings as necessary with MPRB project manager including a 90% page turn review meeting with the PAC and/or MPRB trades

4. Bidding

- Prepare final bid documents and assist MPRB project manager as outlined in Section 3.5.2 of *Attachment B*
  - MPRB will provide template Div 00 for consultant editing

5. Construction Phase Services

- Perform evaluations of the work, certificates for payment to contractor, submittals, changes in the work, attend construction meetings and perform project completion tasks as defined in Attachment B
6. Other services as necessary to successfully complete the project including, but is not limited to:
- Coordination with the City of Minneapolis
    - Plan Design Review
    - Planning Review
      - Conditional Use Permit assistance if needed
    - Attendance at City reviews
    - Civil Rights Department coordination
    - Other department coordination
  - Coordination with Mississippi River Water Management Organization
  - Coordination with MPRB consultants and contractors
    - IT/Communications/Security
    - Construction staking
    - Special Inspection and Material Testing
  - Coordination with vendors and suppliers
  - Coordination with other agencies (Metro Transit, MnDOT, Hennepin County, etc.)
    - MnDOT owns land along northern edge of Currie Park
      - MPRB is moving through a conveyance process to gain ownership over the land
    - Plan submittals to agencies other than MPRB with jurisdiction over project scope
  - Hazardous material removal and abatement plans for soils or the existing park shelter (see Attachment D and E)
  - All other coordination and submittals necessary to successfully complete the project

## PRELIMINARY PROJECT BUDGET AND FEE PROPOSAL

MPRB has identified approximately **\$2,000,000** in available funding for the Phase 1 Improvements construction contract (**cost of the work**).

Fee Proposal to include:

- Project Scope Options Analysis – Lump Sum Fee
- Community Engagement Support – Lump Sum Fee
- Schematic Design through Construction Administration – Lump Sum Fee Percentage (%) of the anticipated ~~Construction Contract~~ **Cost of the Work** (\$2,000,000)
  - **Provide the proportion of compensation breakdown percentage (%) for each phase of services in accordance with Section 11.5 of the “AIA B101 Standard Form of Agreement Between Owner and Architect”**
- Anticipated Expenses

Other sources of funding are being sought to expand the project scope and if successful, additional park amenities will be included in Phase 1 with fees *increased by the proposed SD-CA lump sum fee percentage of the anticipated increase to the ~~construction contract~~ cost of the work.*

## PRELIMINARY PROJECT SCHEDULE

The following schedule is outlined as a guide and is subject to change:

### 2018

- Feb 7 RFP Issuance
- Feb 21 @ 3pm Last day for Consultant RFP Questions
- Feb 27 @ 3pm Consultant proposals due
- March 7-8 Consultant interviews (if necessary)
- March 21 MPRB Board approval of design consultant contract
- April-May Project Scope Options Analysis
- June Schematic Design
- July-Aug Design Development
- Sept-Dec Construction Documents

### 2019

- Jan-Feb Bidding/Construction Contract Award
- Spring Construction begins
- Fall Construction complete, project close-out

## PROPOSAL CONTENT, SUBMISSION & EVALUATION

Due Date: Tuesday, February 27<sup>th</sup>, 2018 - **3:00 CST**

Submit to: Daniel Elias  
Design Project Manager, Planning Division  
Minneapolis Park & Recreation Board  
[delias@minneapolisparcs.org](mailto:delias@minneapolisparcs.org)

Submit **one electronic copy** in pdf format. Proposals should be no larger than **28 pages** (8 ½" x 11") of content – does not include cover page. Each page of content is considered 1 page. Proposals will not be returned and will become public data upon selection.

Any communications and/or inquiries by a bidder during this RFP process must be submitted by 3pm on Wednesday, February 21<sup>st</sup>, in writing to the individual stated above.

It is not the MPRB's responsibility or practice to acknowledge receipt of any proposal as a result of the Request for Proposals process. It is the Proposer's responsibility to assure that a proposal is received in a timely manner and is responsive to any RFP Addendums provided.

The proposal should contain the following information and be submitted in the following order:

1. List/Org chart of all firms involved identifying lead firm and lead project manager (*≤8 pages*)
  - Identify the **day-to-day** project manager for the lead design firm and for each expertise identified.
  - Resumes of each day-to-day project manager for each expertise identified.
  - Identify sub-consultants that are certified to meet the City of Minneapolis Small & Underutilized Business Program (SUBP) goals.
2. Built project examples including references and year built (*≤8 pages*)
  - Up to three (3) relevant project examples for the lead firm
    - Day-to-day project manager must have worked on identified projects
    - Describe how project will inform this work at Currie Park
  - One (1) relevant project example for each sub-consultant
    - Day-to-day project manager must have worked on identified projects
    - Describe how project will inform this work at Currie Park
3. Responses to Questions (see below) (*≤2 pages*)
4. Statement of acceptance of standard contract form and insurance requirements (*≤1 pages*)
5. Fee proposal (*≤1 pages*)

- Project Scope Options Analysis – Lump Sum Fee
  - Community Engagement – Lump Sum Fee
  - Schematic Design through CA – Lump Sum Fee Percentage (%) of the anticipated ~~Construction Contract~~ Cost of the Work
6. Hourly Billing Rates for each firm on project team (*≤6 pages*)
7. SUBP Participation Form (*≤2 pages*)

The proposal **should not** contain the following:

1. Cover letter
2. Statement of project understanding
3. Firm profile (other than as requested above)
4. Work plan and deliverables
5. Project Schedule
6. Resumes or project examples for individuals that will not be day-to-day project managers for their expertise
7. Project examples that were not built

**Respond to the following questions:**

Question #1: What experience does your team have (especially the lead firm project manager) with built projects in an extremely tight urban environment? What did you learn during that process that you will bring to this project?

Question #2: What experience does your team have (especially the lead firm project manager) in implementing projects through construction that completed only portions of a larger site plan/master plan/comprehensive plan? What did you learn during that process that you will bring to this project?

Proposal will be evaluated by a cross-disciplinary team of MPRB staff from Recreation, Operations, and Planning based on:

- Lead firm project manager qualifications and experience
- Overall team qualifications and experience
- Question Responses
- SUBP participation
- Fee/Value

If consultant interviews are required, they will be held on March 7<sup>th</sup> and 8<sup>th</sup>.

## **ATTACHMENTS TO THIS RFP**

- Attachment A: South Service Area Master Plan, Currie Park
- Attachment B: AIA B101 Standard Form of Agreement (Owner and Architect)
- Attachment C: ALTA and Topographical Survey for Currie Park dated 1/11/18
- Attachment D: Phase I Environmental Site Assessment dated 1/11/18
  - Phase II ESA is in process and will be provided to the successful proposer
- Attachment E: Asbestos and Regulated Material Inspection  
Currie Park Shelter dated 12/7/17
- **Attachment F: Minnesota Uniform Certification Program Report**
- **Attachment G: SUBP Participation Form**

## CONTRACTUAL OBLIGATIONS AND OTHER INFORMATION

### **CONTRACT**

The MPRB uses the AIA B101 contract. The selected consultant will be expected to complete the requirements of the agreement and submit signed copies prior to beginning work. The agreement MAY NOT be changed in any way without MPRB Board approval. This contract, if over \$100,000, will require MPRB Board approval.

### **SMALL & UNDERUTILIZED BUSINESS PROGRAM (SUBP) REQUIREMENTS**

MPRB policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the local marketplace and in public contracting against Minority-owned business enterprises (MBEs) and Women-owned business enterprises (WBEs). Therefore, the MPRB has included SUBP goals to facilitate participation of qualified and available MBEs and WBEs (MBEs/WBEs) on this contract.

**The SUBP goals on this contract will be 4% MBE<sup>1</sup> and 4% WBE.**

In order for the participation of an MBE/WBE firm to be counted toward the SUBP goals, the MBE/WBE firm must be certified by the Minnesota Uniform Certification Program (MnUCP). This is the only MBE/WBE certification accepted by the SUBP. Attached is a list of local MnUCP-certified MBEs and WBEs that perform relevant scopes of service. However, this list is updated periodically and may not be exhaustive. Consultants should search for additional MnUCP-certified firms using the MnUCP directory, here: (<http://mnucp.metc.state.mn.us/>).<sup>2</sup> Additionally, to be counted toward the SUBP goals, an MBE/WBE<sup>3</sup> must be located within the Minnesota counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, or Wright.

Consultants must make a Good Faith Effort to meet both SUBP goals prior to submitting their proposal. This means that Consultants must make *every necessary and reasonable effort* to subcontract with MBEs/WBEs prior to submitting their proposal. **Commitment to use MBEs/WBEs, Good Faith Efforts to include MBE/WBE participation, and compliance with SUBP will be a factor in the selection of proposals.**

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<sup>1</sup> Firms certified as both MBE and WBE count toward the MBE goal only.

<sup>2</sup> If a Consultant identifies a business that is not yet certified, but may qualify for certification as MBE/WBE, the Consultant should encourage the business to immediately begin the application process for certification with the MNUCP. The Consultant should include this in their Good Faith Efforts documentation.

<sup>3</sup> The MBE/WBE must be certified within in the scope of work that they will perform, and they must perform a commercially useful function. An MBE/WBE performs a commercially useful function when it executes a distinct element of work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

## II. GOOD FAITH EFFORTS EVALUATION

If a Consultant does not meet the project SUBP goals, the Consultant shall demonstrate its good faith efforts to do so. To determine if the Consultant solicited MBEs/WBEs in good faith, following list of actions may be considered:

1. Soliciting through all reasonable and available means (attendance at pre-proposal meetings, advertising and/or written notices) the interest of all MBEs/WBEs certified in the scopes of work of the contract. The Consultant must solicit MBEs/WBEs in sufficient time prior to proposal submission or to allow MBEs/WBEs to respond to solicitations. The Consultant must determine with reasonable certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up on initial solicitations.
2. Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the project goals will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a consultant might otherwise prefer to perform these work items with its own staff.
3. Providing interested MBEs/WBEs with adequate information about the scope, specifications, design criteria, and technical requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. The Consultant must negotiate in good faith with interested MBEs/WBEs and provide written documentation of such negotiation with each such business. In determining whether the Consultant negotiated in good faith, the Evaluation Panel may consider a number of factors including price, scheduling and capabilities as well as the contract goals.
5. The fact that there may be some additional costs involved in finding and using MBEs/WBEs is not itself sufficient reason for a Consultant's failure to meet the project goals as long as such costs are reasonable.
6. If requested by a solicited MBE/WBE, the Consultant must make reasonable efforts to assist such MBEs/WBEs in obtaining bonding, lines of credit or insurance as required by the MPRB or by the Consultant, provided that the Consultant need not provide financial assistance toward this effort.
7. Effectively using the services of minority/woman community organizations; local, state and federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the solicitation and placement of MBEs/WBEs. A list of organizations can be found here: [http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp\\_minbusres](http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp_minbusres) or [http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp\\_wmnbusres](http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp_wmnbusres).

Consultants must thoroughly document their efforts to solicit to and include MBE/WBE participation. Please completely and accurately fill out the attached forms. The MPRB will monitor compliance of SUBP throughout the contract. Compliance with the MBE/WBE goals and

other SUBP requirements will be a material condition of the contract and failure to comply may be deemed a breach of contract.

Please review Minneapolis Code of Ordinances Chapter 423 for more information or the contact the City of Minneapolis Civil Rights Department (612.673.2086).

### **MPRB RIGHTS**

The MPRB may reject any or all proposals, parts of proposals, accept part or all of proposals and to create a project of lesser or greater scope than described in this Request for Proposal, or the respondent's reply based on the financial components submitted. The MPRB also reserves the right to cancel the contract without penalty, if circumstances arise which prevent the Board from completing the project.

### **RESTRICTED DISCUSSIONS/SUBMISSIONS**

From the date of issuance of the RFP until the Project Manager takes final action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of the Board except as expressly requested by the Project Manager in writing and as stipulated in this RFP. Violation of this restriction will result in **REJECTION** of the Proposer's proposal.

### **INDEPENDENT PARTIES**

Except as expressly provided otherwise in the contract resulting from this RFP, if any, the Board and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

### **PERFORMANCE INVESTIGATIONS**

As part of its evaluation process, the Board may make investigations to determine the ability of the Proposer to perform under this RFP. The Board reserves the right to REJECT any proposal if the Proposer fails to satisfy the Board that it is properly qualified to carry out the obligations under this RFP.

### **SEVERABILITY**

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

### **NOTICES**

All notices and other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address set forth on this RFP.

## **INTEREST OF MEMBERS OF BOARD**

The Proposer agrees that no member of the governing body, officer, employee or agent of the Board shall have any interest, financial or otherwise, direct or indirect, in the contract.

## **EMPLOYEE INVOLVEMENT/ COVENANT AGAINST CONTINGENT FEES**

**Employee Involvement:** Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of the Board who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. For purposes of this provision, immediate relationship means: a current spouse, a person who currently has any interest including but limited to an equity interest in the Proposer's business, and a person who is currently a party to a contract materially related to the work outlined in the RFP, or has any interest including but limited to an equity interest in an entity who is currently a party to a contract with the Proposer materially related to the work outlined in the RFP. Contractual party interest, as outlined above, does not include an agreement with a former owner and/or employee of the Proposer that is incident to the completed buyout of ownership interest and/or the final separation of employment with Proposer.

**Covenant Against Contingency Fees:** The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the Board to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, the Board shall, subject to Proposer's rights, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by the Board under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to the Board under such contract, at law or in equity.

Violation of either of the above sections by Proposer shall be grounds for cancellation of the contract. Such cancellation shall not limit other contractual remedies against the Proposer provided in the contract, or in law, or in equity.

## **HOLD HARMLESS**

The Proposer agrees to defend, indemnify and hold harmless the Board, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act of omission of the Proposer, its employees, agents or employees of subcontractors, in the performance of this contract of by reason of the failure of the Proposer to fully perform, in any respect, all of its obligations under this contract.

The Board agrees to defend and hold harmless insofar as the law allows the Proposer, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Board or its employees in the performance under this contract or by reason of the failure of the Board to fully perform its obligations under this contract.

## **DATA PRACTICES**

The Proposer 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 Proposer shall immediately report to the contract monitor any requests from third parties for information relating to this agreement. The Board agrees to promptly respond to inquiries from the Proposer concerning data requests. The Proposer agrees to hold the Board, its officers, department heads and employees harmless from any claims resulting from the Proposer's unlawful disclosure or use of data protected under state and federal laws.

## **CHANGES**

The MPRB may, from time to time, request changes in the Scope of Services to be performed by the consultant. Such changes, including any increase or decrease in the amount of consultant's compensation, which are mutually agreed upon shall be incorporated in written amendments to the Professional Services Agreement and may require Board approval, which takes several weeks. Consultants shall monitor their budgets and plan and budget time accordingly.

## **PROPOSAL CONTENTS**

The contents of the proposal and any clarifications to the contents submitted by the consultant shall become part of the contractual obligation and be incorporated by reference into the ensuing Professional Services Agreement.

## **DRAWING AND SPECIFICATION REQUIREMENTS**

- Electronic drawing standard documents, front end specifications, AIA documents and templates shall be obtained from the Minneapolis Park and Recreation Board FTP site. Contact Tom Johnson for password and login information:  
[tjohnson@minneapolisparcs.org](mailto:tjohnson@minneapolisparcs.org).
- Compatibility with AutoCAD 2014.
- Half size drawing sets (pdf and printed copy) shall be provided for reviews.
- Use MPRB title block as provided.
- Pen Table line weights and fonts shall be included as e-transmittal package.
- AutoCAD site drawing files must be projected using the Hennepin County coordinate system.
- The Consultant will furnish the MPRB with as-built drawings for all issued sheets as follows: one half-sized paper set, electronic AutoCAD files, and a full-size PDF set. The Consultant will also supply to the MPRB one indexed electronic and one bound paper

copy of the specifications.

- Effective April 28, 2017, All .pdf and word documents posted electronically for public review must comply with ADA digital standards, WCAG 2.0 requirements and Federal Guidelines. Any submitted .pdf that is not ADA compliant will be rejected and revised at the consultant's expense.

### **ENTIRE AGREEMENT**

The Proposer's written submission in response to this RFP shall be considered the Proposer's formal offer. The content of the RFP, the Proposer's submission in response to the RFP and the resulting contract, if any, shall be the entire agreement between the successful Proposer and the Board. It is understood and agreed that nothing herein or in the resulting contract is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any manner whatsoever. The Proposer, if any, is, and shall remain, an independent Proposer operating in accord with the terms and conditions of the rights granted as a result of this RFP.

## Small and Underutilized Business Program (SUBP)

### Design Services for Currie Park Phase I Improvements

This report lists MBEs and WBEs that have been certified by the Minnesota Uniform Certification Program (MnUCP) in scopes of services relevant to this project. If additional scopes of services are identified, the MnUCP online directory (<http://mnucp.metc.state.mn.us/>) should be utilized to find additional certified MBEs and WBEs in those scopes.

Note that if a firm is certified as both 'MBE' and 'WBE', that firm's participation in the project will only count toward the 'MBE' goal.

The scopes of services are categorized using the North American Industry Classification System (NAICS). For definitions and more information about NAICS Codes visit the U.S. Census Bureau (<http://www.census.gov/eos/www/naics/>).

NAICS CODE: 541310		Architectural Services					
Company	Contact	Email	Phone	Fax	MBE	WBE	
4RMULA	ERICK GOODLOW	<a href="mailto:info@4rmula.com">info@4rmula.com</a>	651-292-0106	651-925-0632	Yes	No	
BENTZ/THOMPSON/RIETOW INC	ANN VODA	<a href="mailto:annv@btr-architects.com">annv@btr-architects.com</a>	612-332-1234	612-332-1813	No	Yes	
C3 DESIGN INC	CARLETON CRAWFORD	<a href="mailto:carleton@c3DesignINC.com">carleton@c3DesignINC.com</a>	612-384-0356	612-724-1729	Yes	No	
CERMAK RHOADES ARCHITECTS P.A.	TERRI CERMAK	<a href="mailto:tcermak@cermakrhoades.com">tcermak@cermakrhoades.com</a>	651-556-8631	651-225-8720	No	Yes	
CLEVER ARCHITECTURE LLC	MARCIA STEMWEDEL	<a href="mailto:marcia@cleverarchitecture.com">marcia@cleverarchitecture.com</a>	651-302-0420		No	Yes	
DECO CULTURAL SERVICES LLC	ANDREA PIZZA	<a href="mailto:andrea@decocultural.com">andrea@decocultural.com</a>	651-276-9446		No	Yes	
DUAN CORPORATION	FRANK DUAN	<a href="mailto:fduan@duanecorp.com">fduan@duanecorp.com</a>	612-326-3000	612-677-3727	Yes	No	
IMO CONSULTING GROUP	ISMAEL MARTINEZ-ORTIZ	<a href="mailto:IMARTINEZ@IMOCONSULTINGGROUP.COM">IMARTINEZ@IMOCONSULTINGGROUP.COM</a>	952-446-7898		Yes	No	
LADOUCEUR ARCHITECTURE & DESIGN LLC	JANIS LADOUCEUR	<a href="mailto:janis@LAandD.com">janis@LAandD.com</a>	612-760-1643		No	Yes	
LAWAL SCOTT ERICKSON ARCHITECTS INC (AKA LSE ARCHITECTS)	MOHAMMED LAWAL	<a href="mailto:mlawal@lse-architects.com">mlawal@lse-architects.com</a>	612-343-1010	612-338-2280	Yes	No	
LUKEN ARCHITECTURE PA	ELLEN LUKEN	<a href="mailto:Eluken@lukenarch.com">Eluken@lukenarch.com</a>	612-630-0074	612-630-0075	No	Yes	
MOBILIZE DESIGN & ARCHITECTURE LLC	JAMIL FORD	<a href="mailto:JAMIL@MOBILIZEDESIGN.NET">JAMIL@MOBILIZEDESIGN.NET</a>	612-208-0504	612-465-6542	Yes	No	
NGC ASSOCIATES LLC	DOROTHY PROBST	<a href="mailto:dorothy@ngcassociates.com">dorothy@ngcassociates.com</a>	612-345-0866	612-293-3971	No	Yes	
PAMOZI (DBA SPECIFICATIONS & GREEN BUILDING CONSULTANTS NETWORK)	SUNNY ONADIPE	<a href="mailto:sgbcn@specsandgreenconsultants.com">sgbcn@specsandgreenconsultants.com</a>	612-703-1365		Yes	No	

PRESERVATION DESIGN WORKS LLC (DBA PVN)		<a href="mailto:elliott@pvnworks.com">elliott@pvnworks.com</a>	612-843-4140		No	Yes
PROFESSIONAL DESIGN INTERNATIONAL LTD (PDI DESIGN GROUP LTD)	STEPHEN HUH	<a href="mailto:shuh@pdidg.com">shuh@pdidg.com</a>	612-333-1140	612-333-1190	Yes	No
SKK ARCHITECTS LLC	PETER KIM	<a href="mailto:pkim@skkarchitects.com">pkim@skkarchitects.com</a>	612-208-7271	763-381-5834	Yes	No
<b>NAICS CODE: 541320 Landscape Architectural Services</b>						
Company	Contact	Email	Phone	Fax	MBE	WBE
C3 DESIGN INC	CARLETON CRAWFORD	<a href="mailto:carleton@c3DesignINC.com">carleton@c3DesignINC.com</a>	612-384-0356	612-724-1729	Yes	No
COMMUNITY DESIGN GROUP	ANTONIO M. ROSELL PE AICP	<a href="mailto:arosell@c-d-g.org">arosell@c-d-g.org</a>	612-354-2901		Yes	No
CORNEJO CONSULTING COMMUNITY PLANNING + DESIGN	DANIEL CORNEJO	<a href="mailto:dancornejo@comcast.net">dancornejo@comcast.net</a>	651-699-1927	651-698-0212	Yes	No
ELAN DESIGN LAB INC	MARCELLE WESLOCK	<a href="mailto:MWESLOCK@ELANLAB.COM">MWESLOCK@ELANLAB.COM</a>	612-260-7981	612-260-7990	No	Yes
ELLISON YAHNER LLC	ELLISON YAHNER	<a href="mailto:ellison@eyahner.com">ellison@eyahner.com</a>	651-494-4590	651-222-1807	No	Yes
FIREFLIES PLAY ENVIRONMENTS INC.	CAMILLE CALDERARO	<a href="mailto:firefliesplayenvironments@gmail.com">firefliesplayenvironments@gmail.com</a>	612-990-2969		No	Yes
FLOODPLAIN COLLECTIVE	ANNA BIERBRAUER	<a href="mailto:anna@floodplaincollective.com">anna@floodplaincollective.com</a>	612-385-1480		No	Yes
HANSEN THORP PELLINEN OLSON INC	LAURIE JOHNSON	<a href="mailto:ljohnson@htpo.com">ljohnson@htpo.com</a>	952-829-0700	952-829-7806	No	Yes
HERITAGE SHADE TREE CONSULTANTS INC	MANUEL JORDAN	<a href="mailto:manuel@heritageshadetree.com">manuel@heritageshadetree.com</a>	763-717-9366		Yes	No
KARI HAUG PLANNING AND DESIGN INC	KARI HAUG	<a href="mailto:kari@karihaug.com">kari@karihaug.com</a>	612-272-3432		No	Yes
LAC ENTERPRISES (DBA WINDSOR COMPANIES)	TERRY CHILDERS	<a href="mailto:terry@windsorcompanies.com">terry@windsorcompanies.com</a>	651-482-0205	651-482-0607	Yes	No
MOBILIZE DESIGN & ARCHITECTURE LLC	JAMIL FORD	<a href="mailto:JAMIL@MOBILIZEDESIGN.NET">JAMIL@MOBILIZEDESIGN.NET</a>	612-208-0504	612-465-6542	Yes	No
PLATFORM - 3D LLC	KATHRYN RYAN	<a href="mailto:kathryn@platform-3d.com">kathryn@platform-3d.com</a>	612-382-4565		No	Yes
STUDIO GRO PLLC	SARAH SUTHERLAND	<a href="mailto:sarah@studiogro.com">sarah@studiogro.com</a>	612-642-1382		No	Yes
SWANSON HASKAMP CONSULTING LLC	JENNIFER HASKAMP	<a href="mailto:jhaskamp@swansonhaskamp.com">jhaskamp@swansonhaskamp.com</a>	651-341-4193		No	Yes
WETLAND HABITAT RESTORATIONS LLC (DBA WHR ECOLOGICAL AND HEADWATERS DESIGN GROUP LLC)	CARRIE CHRISTENSEN	<a href="mailto:tory@whr.mn">tory@whr.mn</a>	612-385-9105		No	Yes
<b>NAICS CODE: 541330 Engineering Services</b>						
Company	Contact	Email	Phone	Fax	MBE	WBE
3HM LLC	HECTOR NANKA BRUCE	<a href="mailto:HECTORNANKABRUCE@3HMLLC.COM">HECTORNANKABRUCE@3HMLLC.COM</a>	952-846-4340		Yes	No
ASSOCIATED CONSULTING SERVICES LLC DBA ACS	ANNA SCHWARTZ	<a href="mailto:info@acsteam.com">info@acsteam.com</a>	612-568-3227		Yes	Yes

BARK L. CONSULTING d/b/a ABACUS ENGINEERING	KAEKO LEITCH	<a href="mailto:kleitch@withabacus.com">kleitch@withabacus.com</a>	507-995-4078		Yes	Yes
BUILDINGS CONSULTING GROUP INC	LEWIS NG	<a href="mailto:LNg@bcgminnesota.com">LNg@bcgminnesota.com</a>	612-789-6696	612-789-6397	Yes	No
BUSSELL COMPANIES INC	ANGIE BUSSELL	<a href="mailto:abussell@bussellcompanies.com">abussell@bussellcompanies.com</a>	952-931-2111	952-931-1222	No	Yes
CHASE ENGINEERING LLC	AMY TRYGESTAD	<a href="mailto:Amy.Trygestad@chase-eng.com">Amy.Trygestad@chase-eng.com</a>	952-607-1946		No	Yes
COMMUNITY DESIGN GROUP	ANTONIO M. ROSELL PE AICP	<a href="mailto:arosell@c-d-g.org">arosell@c-d-g.org</a>	612-354-2901		Yes	No
DRB CONSULTING LLC	DEBRA ROSE BRISK	<a href="mailto:deb.brisk@outlook.com">deb.brisk@outlook.com</a>	763-257-7872		No	Yes
ELAN DESIGN LAB INC	MARCELLE WESLOCK	<a href="mailto:MWESLOCK@ELANLAB.COM">MWESLOCK@ELANLAB.COM</a>	612-260-7981	612-260-7990	No	Yes
ELFERING & ASSOCIATES PLC	KRISTINA ELFERING	<a href="mailto:kelfering@elferingeng.com">kelfering@elferingeng.com</a>	763-780-0450	763-780-0452	No	Yes
ENGINEERING DESIGN & SURVEYING (EDS INC)	VLADIMIR SIVRIVER	<a href="mailto:vsivriver@edsmn.com">vsivriver@edsmn.com</a>	763-545-2800	763-545-2801	No	No
EVS INC	K. DENNIS KIM	<a href="mailto:dkim@evs-eng.com">dkim@evs-eng.com</a>	952-646-0236	952-646-0290	Yes	No
FOURTH FACTOR ENGINEERING LLC	ELIZABETH BECKER	<a href="mailto:liz.becker@fourth-factor-engineering.com">liz.becker@fourth-factor-engineering.com</a>	612-708-2562		No	Yes
HALLBERG ENGINEERING	RICHARD LUCIO	<a href="mailto:rlucio@hallbergengineering.com">rlucio@hallbergengineering.com</a>	651-748-1100	651-748-9370	Yes	No
HANSEN THORP PELLINEN OLSON INC	LAURIE JOHNSON	<a href="mailto:ljohnson@htpo.com">ljohnson@htpo.com</a>	952-829-0700	952-829-7806	No	Yes
HZ UNITED LLC	HUGH ZENG	<a href="mailto:hughzeng@hzunited.com">hughzeng@hzunited.com</a>	763-551-3699	763-390-9270	Yes	No
IMO CONSULTING GROUP	ISMAEL MARTINEZ-ORTIZ	<a href="mailto:IMARTINEZ@IMOCONSULTINGGROUP.COM">IMARTINEZ@IMOCONSULTINGGROUP.COM</a>	952-446-7898		Yes	No
INGENSA INC	JACQUELINE COLEMAN	<a href="mailto:jcoleman@InGensalnc.com">jcoleman@InGensalnc.com</a>	952-222-3550	952-222-9980	Yes	Yes
ISTHMUS ENGINEERING INC	KATHERINE TOGHAMADJIAN	<a href="mailto:katie@isthmusengineering.com">katie@isthmusengineering.com</a>	612-306-5774		No	Yes
JPMI CONSTRUCTION CO.	JAVEED HADI	<a href="mailto:jay@jpmiconstruction.com">jay@jpmiconstruction.com</a>	651-636-1499	651-636-1699	Yes	No
KASKASKIA ENGINEERING GROUP	GERI BOYER	<a href="mailto:BBOYER@KASKASKIAENG.COM">BBOYER@KASKASKIAENG.COM</a>	618-233-5877	618-233-5977	No	Yes
LIGHTING MATTERS INC	DEB EDWARDS	<a href="mailto:debe@lighting-matters.com">debe@lighting-matters.com</a>	612-341-2100	612-341-2101	No	Yes
LV ENGINEERING LLC	TRACY LAVERE	<a href="mailto:info@lvengllc.com">info@lvengllc.com</a>	651-797-3885	612-353-4398	No	Yes
MARTINEZ GEOSPATIAL INC	STEVE MARTINEZ	<a href="mailto:steve@mtzgeo.com">steve@mtzgeo.com</a>	651-686-8424	651-686-8389	Yes	No
MN BEST INC.	HYON KIM	<a href="mailto:htkim@mnbestinc.com">htkim@mnbestinc.com</a>	612-270-6128		Yes	Yes
MOBILIZE DESIGN & ARCHITECTURE LLC	JAMIL FORD	<a href="mailto:JAMIL@MOBILIZEDDESIGN.NET">JAMIL@MOBILIZEDDESIGN.NET</a>	612-208-0504	612-465-6542	Yes	No
MOULI ENGINEERING INC.	SHOBHA MURTHY	<a href="mailto:mouli@mouliengg.com">mouli@mouliengg.com</a>	612-424-5176		Yes	Yes
M-P CONSULTANTS PC	BEATRIZ MENDEZ-LORA	<a href="mailto:bmendez@mpcons.com">bmendez@mpcons.com</a>	612-567-2667		Yes	Yes
PIERCE PINI AND ASSOCIATES INC	RHONDA PIERCE	<a href="mailto:ppa@piercepini.com">ppa@piercepini.com</a>	763-537-1311	763-537-1354	No	Yes

PRESERVATION DESIGN WORKS LLC (DBA PVN)		<a href="mailto:elliott@pvnworks.com">elliott@pvnworks.com</a>	612-843-4140		No	Yes
PROFESSIONAL ENGINEERING SERVICES LTD	ANNA JOHNSON	<a href="mailto:ann.johnson@peservicesmn.com">ann.johnson@peservicesmn.com</a>	952-456-6707		No	Yes
PROGRESSIVE CONSULTING ENGINEERS INC	NUZHAT QURESHI	<a href="mailto:pce@pce.com">pce@pce.com</a>	763-560-9133	763-560-0333	Yes	Yes
PROGRESSIVE CONSULTING ENGINEERS LLC	STEVEN CARLETON	<a href="mailto:stevecarleton@pce.com">stevecarleton@pce.com</a>	612-454-9394		Yes	No
QUESTIONS & SOLUTIONS ENGINEERING INC	CRAIG ELLIS	<a href="mailto:craig.ellis@qseng.com">craig.ellis@qseng.com</a>	612-308-4716	952-361-9343	No	Yes
RANI ENGINEERING INC	SUSAN PARK RANI	<a href="mailto:susan.rani@ranieng.com">susan.rani@ranieng.com</a>	612-455-3322	612-455-3321	Yes	Yes
SAMBATEK INC.	SIRISH SAMBA	<a href="mailto:SSamba@sambatek.com">SSamba@sambatek.com</a>	763-476-6010	763-476-8532	Yes	No
STANDARD CONTRACTING INC	REBECCA SEIDENKRANZ	<a href="mailto:becky@stanconinc.com">becky@stanconinc.com</a>	651-463-2510	651-463-2525	No	Yes
STATICS ENGINEERING SOLUTIONS LLC	AHMED ISSAHAK	<a href="mailto:aissahak@statics-es.com">aissahak@statics-es.com</a>	612-205-0272	763-390-3711	Yes	No
STONEBROOKE ENGINEERING INC	BRENDA ARVIDSON	<a href="mailto:brenda@stonebrookeengineering.com">brenda@stonebrookeengineering.com</a>	952-402-9202	952-403-6803	No	Yes
VEDI ASSOCIATES INC	P.S. VEDI	<a href="mailto:ps@vediassociates.com">ps@vediassociates.com</a>	612-333-4670	612-333-6797	Yes	No
WALKER ENGINEERING INC	SHIRLEY WALKER STINSON	<a href="mailto:swalker@popp.net">swalker@popp.net</a>	763-422-8696	763-422-8696	No	Yes

## Small and Underutilized Business Program (SUBP) Participation Form

Please list **all** contractors (including your company), sub-consultants, suppliers, and service providers who submitted a bid/quote and will be selected.

Please Note:

- Only [Minnesota Unified Certification Program](#)<sup>1</sup> (MNUCP) certified minority-owned and women-owned business enterprises (MBEs or WBEs) count toward the SUBP goal. Please place a mark “x” in the appropriate column below.<sup>2</sup>
- If an MBE/WBE subcontracts work to a non-MBE/WBE, that value of work will not count toward the SUBP goal.
- An MBE/WBE must perform a commercially useful function<sup>3</sup> to count toward the SUBP goal.

Business Name	City, State	Phone & Email	Contact Method (fax, phone, email)	Date of Solicitation	Scope of Work	Bid/Quote Amount	MNUCP MBE	MNUCP WBE

<sup>1</sup> Link to Online MnUCP Directory <http://mnucp.metc.state.mn.us/>

<sup>2</sup> The MBE/WBE must be certified in the scope of work and located in the 11 county metropolitan area (Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright).

<sup>3</sup> Commercially useful function: Business executing a distinct element of work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

Firm Name	City, State	Phone & Email	Contact Method (fax, phone, email)	Date of Solicitation	Scope of Work	Bid/Quote Amount	MNUCP MBE	MNUCP WBE

The prime proposer certifies that all contractors (including your company), sub-consultants, suppliers, and service providers that submitted a bid/quote and will be selected are listed.

\_\_\_\_\_

Company Name

Contact Name & Title

Phone & Email

Date

Signature

**Failure to complete, sign, and submit this form may result in a non-responsive proposal.**