

Minneapolis Park and Recreation Board

Standard Professional Services Agreement (Less than \$50,000)

MPRB Contract Number _____

MPRB Department **Design & Project Management**

THIS AGREEMENT is between the Minneapolis Park and Recreation Board, referred to as the MPRB and **DRB Consulting**, referred to as the Consultant, **for NPP20 program management consulting services for assessment of work processes and systems with an orientation toward accountability and efficiency in project delivery**, under the terms of this Agreement.

The MPRB and the Consultant for the consideration hereinafter stated agree as follows:

I. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of the MPRB's Request for Proposals, if any, dated **NA**, the Consultant's Professional Services Proposal, if any, dated **June 27, 2016**, the Consultant's Scope of Services, and the Consultant's rate schedule, if any. The Contract Documents are hereby incorporated into this Agreement and are as much part of this Agreement as if fully set forth herein.

II. SCOPE OF SERVICES

Consultant shall perform for the MPRB the following services that are identified in either 1) the MPRB's Request for Proposal dated **NA**; or 2) the Consultant's Professional Services Proposal dated **June 27, 2016**; or Consultant's Scope of Services which is either attached hereto as Exhibit A and incorporated by reference herein or which is listed below.

If No Vendor Proposal, N/A

A. If construction administration is part of the scope of services, the following shall apply:

1. Site Safety: Consultant shall neither have control over or charge of, nor be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work performed by construction contractor for the project.
2. Site Observation: Consultant, as a representative of the MPRB, shall visit the site as agreed to by the MPRB and Consultant 1) to become generally familiar with and to keep the MPRB informed about the progress and quality of the work, 2) to endeavor to guard the MPRB against defects and deficiencies in the work, and 3) to determine if the work is generally performed in substantial accordance with contract documents. Consultant shall not be expected nor required to perform construction administration services beyond those specifically described in this Agreement.

3. Submittals: Consultant shall review and approve or take other appropriate action upon the construction contractor's submittals such as shop drawings, product data and samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of such submittals is not for purpose of determining accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the construction contractor's responsibility. Consultant review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. Consultant approval of a specific item shall not indicate approval of an assembly of which the item is a component.

III. COMPENSATION

Consultant's total compensation under this Contract shall be (check which applies):

- On an hourly basis, plus reimbursable expenses, for an hourly fee not to exceed **\$150.00**, at **20 hours per week**, for a total contract amount not to exceed **\$42,500.00**. **Reimbursable expenses include, but are not limited to: Insurance cost, mileage cost, and other miscellaneous expenses.**
- On a lump sum basis, not to exceed, \$_____, including reimbursable expenses. Eligible reimbursable expenses must be included in Consultant's Scope of Services and agreed to by the MPRB.

Consultant shall submit monthly itemized invoices for services rendered to the Contract Manager whose name and address appears in Paragraph XVII of this Contract and whose signature appears on the signature page of the Contract. If uncontested by the MPRB, the MPRB shall pay all such invoices within 35 days of receipt of the invoice by mailing the payment to the person identified by Consultant in Paragraph XVII of this Contract.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from **July 1, 2016** through **December 31, 2017**, unless otherwise extended by the MPRB or terminated earlier under Paragraph XVI, Cancellation, Default and Remedies.

V. SUBSTITUTIONS AND ASSIGNMENTS

Upon approval by the MPRB, the Consultant may substitute other persons to perform the services listed in Consultant's Scope of Services. If substitution is permitted by the MPRB, the Consultant shall furnish information to the Contract Manager signing this Contract for the MPRB to allow proper review of the qualifications of the substituted person.

No assignment of this Contract shall be permitted without the written amendment signed by the MPRB and the Consultant.

VI. CONTRACT ADMINISTRATION

All provisions of this Contract shall be coordinated and administered for the MPRB by the Contract Manager identified in Paragraph XVII and whose signature appears on the signature page of this Contract.

VII. AMENDMENTS

Any alterations, variations, modifications, or waivers of this Contract shall only be valid when they have been reduced to writing as an amendment to this Contract and signed by the parties. Any amendment that causes the Compensation due under Paragraph III of this Contract to increase must be approved by the MPRB by formal action by its Board of Commissioners.

VIII. INDEPENDENT CONTRACTOR

The Consultant and its employees shall not be an employee of the City of Minneapolis or the MPRB. The Consultant and its employees shall act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City of Minneapolis or the MPRB its departments or agencies. The Consultant and its employees shall not act as the agent, representative or employee of the City of Minneapolis or the MPRB.

IX. INDEMNIFICATION

To the extent not precluded by Minnesota Law, Consultant shall indemnify and hold harmless the MPRB, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action judgments, damages, losses, costs or expenses, including reasonable attorney fees, to the extent caused by any negligent act of, or omission of, or failure to perform by the Consultant, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of services required by this Contract.

X. CONSULTANT'S INSURANCE

A. Consultant shall complete the Standard Contract Insurance Form which is attached hereto as Exhibit B and incorporated by reference herein. The limits of such coverage shall be as follows:

Limits

- 1. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

2. Workers' Compensation and Employer's Liability:

Workers' Compensation Statutory

If Contractor is based outside the State of Minnesota, coverage must apply to Minnesota law. In accordance with Minnesota law, if Contractor is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that Contractor should hire employees or subcontract this work, Contractor shall obtain the required insurance.

Employer's Liability. Bodily injury by:

Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

3. Professional Liability—Per Claim	1,500,000
Aggregate	2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

4. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of Consultant to determine the need for and to procure additional insurance which may be needed in connection with this Contract. Upon written request, Consultant shall promptly submit copies of insurance policies to the MPRB.

Consultant shall not commence work until it has obtained required insurance and filed with the MPRB, a properly executed Certificate of Insurance establishing compliance. To the extent not precluded by Minnesota Law, certificate(s) must name the MPRB as the certificate holder and as an additional insured for the general liability coverage(s) for all operations covered under the Agreement. The certificate must also show that the MPRB will receive 30 day prior written notice in the event of cancellation, nonrenewal, or material change in any described policies.

Consultant shall furnish to the MPRB updated certificates during the term of this Contract as insurance policies expire. If Consultant fails to furnish proof of insurance coverages, the MPRB may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The MPRB

does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- C. **Duty to Notify.** Consultant shall promptly notify the MPRB of any claim, action, cause of action or litigation brought against Consultant, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. Consultant shall also notify the MPRB whenever Consultant has a reasonable basis for believing that Consultant and/or its employees, officers, agents or subcontractors, and/or the MPRB, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract.
- D. **Subrogation and Risk Allocation.** In order that Consultant may provide its services at a reasonable cost but still provide for a reasonable response to claims and other liabilities, both parties waive in favor of the other party only, all rights of subrogation for losses covered by their respective insurance policies. Neither party shall be liable to the other for any indirect, consequential, or special damages. The maximum aggregate liability of Consultant as to claims arising out of this Agreement, regardless of the legal or equitable basis for any of them is five million USD (\$5,000,000 USD).

XI. DATA PRACTICES

Consultant, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If Consultant creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the MPRB pursuant to this Contract, then Consultant must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Consultant agrees to defend, indemnify and hold harmless the MPRB, its officials, officers, agents, employees, and volunteers from any claims resulting from Consultant's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Consultant agrees to promptly notify the MPRB if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Contract.

XII. COMPLIANCE WITH THE LAW

Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Consultant has questions concerning these

requirements, the MPRB agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.

XIII. AUDITS

The Consultant agrees that the MPRB, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Contract. Consultant shall maintain these materials and allow access during the period of this Contract and for six (6) years after its termination or cancellation.

XIV. APPLICABLE LAW

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

XV. CONFLICT AND PRIORITY

In the event that a material conflict is found between provisions in this Contract, the Consultant's Scope of Services, or the Consultant's Proposal, if any, or the MPRB's Request for Proposals, if any, the provisions in the following rank order shall take precedence: 1) Contract; 2) Consultant's Scope of Services; 3) Consultant's Proposal, and 4) MPRB's Request for Proposals.

XVI. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the MPRB has the right to terminate this Contract, if the Consultant has not cured the default after receiving seven (7) days written notice of the default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the MPRB for damages sustained by the MPRB as a result of any breach of this Contract by the Consultant. The MPRB may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the MPRB is determined. The rights or remedies provided here shall not limit the MPRB, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the MPRB under law.

XVII. NOTICES

Any notice or demand authorized or required under this Contract shall be in writing and shall be sent by certified mail to the other party as follows:

To the Consultant:

**Debra Brisk
DRB Consulting
13020 37th Avenue North
Minneapolis, MN 55441**

To the MPRB:

Minneapolis Park and Recreation Board
2117 West River Road
Minneapolis, MN 55411

Attention: Michael Schroeder, Assistant Superintendent, Planning

XVIII. INTELLECTUAL PROPERTY

Unless the Consultant is subject to one or more of the intellectual property provisions in sub-section (a), (b) or (c) below, the MPRB 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 MPRB and will be surrendered to the MPRB immediately upon completion, expiration, or cancellation of this Contract. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

In consideration for all rights to Consultant's Work, MPRB will waive, hold harmless, and indemnify Consultant, and its directors, officers, agents, employees, and sub consultants, from any and all claims arising out of the MPRB's reuse or misuse of this Work, with the exception of the negligent acts, errors or omissions of Consultant and its directors, officers, agents, employees, and sub consultants.

- (a) For Artwork: The MPRB shall possess and own the Public Artwork to be provided by the Consultant. The Consultant retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Consultant shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Consultant grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the MPRB.

The Consultant grants to the MPRB and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Public Artwork and designs developed under this contract shall be the exclusive property of the MPRB and will be surrendered to the MPRB upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this Contract.

If the Public Artwork prepared under this Contract is work or service provided by the Consultant using a proprietary system for which the Consultant has proprietary rights, then the MPRB will not own or claim the Public Artwork as the MPRB's exclusive property. The Consultant represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

- (b) For Licensed Software: Consultant retains ownership, intellectual property rights and title to its software. Consultant also retains proprietary rights to documentation, manuals and related documents associated with its software. Consultant also retains ownership, title and interest in all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the MPRB's receipt of the license key or the access code to, and installation of the software.

All rights of the MPRB to use the software are indicated with particularity in a "License and Maintenance Agreement" between the Consultant and the MPRB.

The MPRB understands and agrees that upon the expiration or termination of this Contract, the Consultant will cancel the license key or access code and the software will be disabled or removed.

Consultant recognizes and agrees that reports, data, diagrams and other results and outcomes from the MPRB's use of the software and the information and data entered into the software by the MPRB is retained by the MPRB as its property.

- (c) For specifically commissioned development of intellectual technology: Subject to sub-paragraph (i), "Pre-existing Technology" below, the MPRB will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Contract. Subject to the ownership rights in the preceding sentence and in the pre-existing technology sub-paragraph below, the Consultant will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Consultant. The Consultant grants the MPRB a perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.

(i) Pre-existing Technology: Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto,

including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that is acquiring no rights under this Contract to the other party's pre-existing, intellectual property, other than any limited right explicitly granted in this Contract.

(ii) Data-Ownership: The MPRB is the sole owner of all information, data, algorithms, policies or programs used by the Consultant in designing, developing and producing the "Work" that is the subject of this Contract.

(iii) Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Contract.

XIX. BILLBOARD ADVERTISING

Ordinance 109.470 prohibits the use of MPRB or MPRB-derived funds to pay for billboard advertising as a part of an MPRB project or undertaking.

XX. CONFLICT OF INTEREST/CODE OF ETHICS

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

Consultant agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all MPRB employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the MPRB to void this Contract. All questions relative to this section shall be referred to the MPRB and shall be promptly answered.

XXI. CARDHOLDER DATA SECURITY STANDARDS

Should the Consultant collect revenue on behalf of the MPRB through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Agreement, then Consultant represents and acknowledges that the Consultant will comply with the Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Consultant 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 MPRB upon request Consultant agrees at reasonable times to provide the MPRB or its assigns the audit rights contained in Section XII hereof for all physical locations, systems or networks that process credit cards, on behalf of the MPRB if PCI compliance certification has lapsed or is otherwise not current. Consultant also agrees to provide written notice to the MPRB of any breach of a system owned, operated or maintained by Consultant that contains cardholder data or information.

XXII. MERGER

The entire agreement between the parties is contained herein and this Contract supersedes all oral agreements and negotiations relating to the subject matter of this Contract. All items that are referenced or that are attached are incorporated and made a part of this Contract. If there is any conflict between the terms of this Contract and referenced or attached items, the terms of this Contract shall prevail.

The parties being in agreement have caused this Contract to be signed as follows:

FOR THE CONSULTANT:

By _____
Debra Brisk

Its _____

Date: _____

By signing this agreement, I represent that I have the authority to enter into and bind the Consultant to this agreement.

FOR THE MPRB:

By _____
Its Contract Manager, Michael
Schroeder

Date: _____

By _____
Its _____

Date: _____

By _____
Its Jayne Miller, Superintendent

Date: _____

By signing this agreement, I represent that I have the authority to enter into and bind the MPRB to this agreement.

Fund : 11500
Task 710PL71
Project Number: N/A
Activity PC N/A

Department : _____ Account Code: 507019

STANDARD PROFESSIONAL SERVICES AGREEMENT

Exhibit B– Insurance Requirements

No changes or additions can be made to this form other than indicating self-insurance status, if applicable, and attaching a letter that outlines the self-insurance coverage.

The following are the insurance requirements for the **Consultant**. The coverage limits and other specific insurance requirements are set forth in Paragraph X of the Contract. **Consultant must fill in Sections A through D by checking one box in each insurance area, attaching the applicable insurance certificates AND signing the document at the bottom.**

A. Worker's Compensation Insurance

Attached is certificate evidencing above insurance coverage in force as of the Agreement start date.

MN Statute Chapter 176 does not apply because **Consultant** has no employees and will not have any during the life of the Agreement.

B. Commercial General Liability insurance

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant assumes full responsibility for any and all damages that occur as a result of this Contract.

C. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobiles(s) that will be used during the life of this Contract.

Consultant will not drive any automobiles while performing services under this Contract.

D. Professional Liability Insurance providing coverage for the claims that arise from the errors of Consultant or its sub consultants, omissions of Consultant or its sub consultants, failure to render a professional service by Consultant or its sub consultants, or the negligent rendering of the professional service by Consultant or its employees, agents, or subcontractors.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant agrees to assume full responsibility for any and all damages that occur as a result of Contractor's acts, errors or omissions.

*Automobile will be used only for driving to/from meetings, or as necessary for meeting preparation.

Consultant Business Name (printed) _____

Consultant Authorized Name (printed) _____

Consultant Authorized Signature _____ Date _____

Scope of Work

20-Year Neighborhood Park Plan PROGRAM MANAGEMENT CONSULTING SERVICES 30 June 2016

The following outline of tasks suggests a scope of work divided into stages appropriate to the MPRB's advancement of NPP20. Three stages are indicated:

- Months 0 to 3 are start-up months where the focus is program assessment, beginning in July 2016 and extending through the end of September 2016;
- Months 4 to 12 are focus on development of systems and process, beginning in October 2016 and extending through the end of May 2017; and
- Months 13 to 20 are directed to the creation of tracking tools and evaluating systems operationalized in the first year of NPP20, beginning in June 2017 and extending through the end of January 2018.

In performing the work, the program management consultant will report to the Assistant Superintendent for Environmental Services and the Assistant Superintendent for Planning. Where noted, the Executive Team is the Superintendent, Deputy Superintendent, Assistant Superintendent for Environmental Stewardship, Assistant Superintendent for Recreation, and Assistant Superintendent for Planning.

Core directions

- Orchestrate a work plan for program management consulting services that can be achieved/pursued incrementally with a focus on a core objective for each stage of work.
- Engage an outside resource with experience in project management to assess work processes and systems with an orientation toward accountability and efficiency in project delivery.
- Perform tasks aimed first at building organizational capacity and moves toward ensuring accountability for projects and expenditures.
- Integrate the outside resource into the NPP20 team through an engagement that allows between 20 and 30 hours of time per week during early stages of the work.
- Reassess objectives and tasks for each stage of work at the completion of each stage and prior to beginning the next stage.
- Allow the outside resource the ability to add (or delete) activities or tasks necessary to best deliver their expertise to NPP20.
- Expectation for Stage 1.0 work to begin on 1 July 2016.

MPRB Needs to Review

- We need to consider our ability to engage in Stage 1.0 services within limits of a Professional Services Agreement under \$50,000. Under this PSA, we typically target \$40,000 in services to allow for additional services to be added. The amounts we might expect for fees can be estimated as follows:
 - at \$150 per hour and 20 hours per week, services would total \$36,000;
 - at \$150 per hour and 30 hours per week, services would total \$54,000;
 - the PSA requires insurance that might cost between \$1500 and \$9000 depending on the limits we require or assign to this engagement; and
 - amounts for expenses have not been defined.
- We might review the Stage 1.0 activities more closely to ensure key tasks are deliverable within a 20 hour per week commitment. Some tasks might be deferred to Stage 2.0, where the amount of the agreement would require a PSA that is considered by the Board of Commissioners. An alternative might be to focus the work of Stage 1.0 into two months instead of three (cost of services would be reduced to \$24,000 to \$36,000, plus expenses).

1.0 Months 0 to 3

Objective:

Assessment of NPP20 efforts to date related to systems and processes necessary to advance work efficiently under the program

1.1 Task

Review NPP20 planning accomplished to date; identify gaps and implementation issues; recommend paths to resolution using the approved plan as the basis for recommendations

Outcome

Findings that can be used to adjust scope of project management consultant work; delivery within two weeks of notice to proceed

1.1.1

Review NPP20 maintenance, rehabilitation, and capital projects; 20 Year Neighborhood Park Plan Ordinance; and other documents related to NPP20 to build an understanding of current directions and obligations

1.1.2

Review with staff methods of projecting costs (full project costs and cost components)

1.1.3

Assess staffing levels to support maintenance, rehab, and capital efforts as posed in NPP20

1.2 Task

Perform a general review of project management processes and systems

Outcome

Assessment of currently used processes aimed at determining mutually effective processes for rehabilitation and capital projects; delivery by the end of Stage 1.0

1.2.1

Review project development processes in Planning and Environmental Services Divisions and recommend methods of better aligning:

- Project management tools
- Contracting and contract forms for construction
- Project accounting and tracking practices used by project/contract managers

1.2.2

Address coordination opportunities between rehab and capital projects, including methods of aligning funds to allow efficiencies in contracted work

1.2.3

Frame steps for development of risk assessment and management plans related to rehabilitation and capital projects

1.3 Task

Review capacity of existing staff to accomplish rehabilitation and capital projects as posed in the first five years of NPP20

Outcome

Determination of staff capacity to deliver projects under NPP20; delivery of recommendations at the end of Stage 1.0

1.3.1

Identify need to employ outside resources to achieve NPP20, especially focused on the first five years

1.3.2

Identify potential outside learning/training necessary to support project management activities

1.3.3

Identify (potentially) key staff as “knowledge experts” in various aspects of project management as a means of aligning staff experience with consistent project delivery

1.4 Task

Develop outline for monitoring rehabilitation and capital project finances and financial tracking for maintenance activities

Outcome

Accountability for all project finances under NPP20 that ensures projects are delivered within targeted budgets and, if necessary, determination of methods for adjusting project budgets as early as practicable in a project delivery sequence; delivery of recommendations for further development by the end of Month 2

1.4.1

Work with <<<Capital Project Finance Administrator>>> to establish procedures for tracking and tools for project and contract managers (for capital and rehabilitation projects)

1.4.2

Develop tools to assess and document project risks

1.4.3

Frame methods of separating, where necessary, staff time directed to existing funding sources and NPP20 sources

1.5 Task

Initiate discussions with staff regarding alternative project delivery methods

Outcome

Enumeration of alternative project delivery methods that might be further researched and, if appropriate, implemented during Stage 2.0; suggested modifications to current consulting engagement processes

1.5.1

Review with staff the current processes and requirements for contracting under the city’s procurement processes

1.5.2

Review with staff current methods of engaging consultants under “pools” of consultant work (survey and geotechnical consultants, with expansion to other consulting work)

1.5.3

Organize a work session with project and contract managers to review possible alternative project delivery methods and other methods of organizing consultant “pools”

1.5.4

Meet with city procurement staff and other city staff, if necessary, to discuss possible changes aimed at more efficient and cost effective project delivery

1.6 Task

Develop reporting methods related to NPP20 activities

Outcome

Work plan with assignments and timelines for NPP20 reporting; draft delivered for review by Executive Team by the end of Month 1

1.6.1

Outline requirements for reporting under the ordinance and for general reporting of progress under NPP20 with the goal of transparency for maintenance, rehabilitation, and capital projects

1.6.2

Strategize, with staff, methods of communicating reports to the Board of Commissioners and the public

1.7 Task

Prepare summary of Stage 1.0 activities and findings

Outcome

Summary for review by the Executive Team of accomplishments of Stage 1.0 and recommendations for Stage 2.0 work; delivery for review by the Executive Team at the end of Month 3 <<or Month 2 if Stage 1.0 is reduced to a two month period>>>

1.7.1

Prepare a technical memorandum summarizing Stage 1.0 work, including core tasks accomplished, work related to defined tasks, and projection of necessary tasks for Stage 2.0 work

1.7.2

Present summary of Stage 1.0 and recommendations for Stage 2.0 focus and tasks to MPRB executive team

2.0 Months 4 to 12 <<<might change to Months 3 to 12 depending on Stage 1.0 funding>>>

Objective:

Review of procurements methods that ensure best value in delivered projects

2.1 Task

Consider processes aimed at improved value in contracted work

Outcome

2.1.1

Review bidding and contracting processes and requirements to assess potential for alternative project delivery methods

2.1.2

Establish a value engineering process that allows for adjustments to Board-approved concept plans

2.2 Task

Review alignment of contracted work with projected NPP20 values

Outcome

2.2.1

Propose adjustments to project costs to ensure timely delivery

2.2.2

Assess the potential for NPP20 capital contingency to address identified funding shortfalls

2.3 Task

Develop outline for rehab and capital project management manual

Outcome

Prepare summary of Stage 2.0

2.4 Task

Outcome

Summary for review by the Executive Team of accomplishments of Stage 2.0 and recommendations for Stage 3.0 work; delivery for review by the Executive Team at the end of Month 12

2.5.1

Prepare a technical memorandum summarizing Stage 2.0 work, including core tasks accomplished, work related to defined tasks, and projection of necessary tasks for Stage 3.0 work

2.5.2

Present summary of Stage 2.0 and recommendations for Stage 3.0 focus and tasks to MPRB executive team

3.0 Months 13 to 20

Objective:

Establishment of overall project tracking tools and review of first year of NPP20

3.1 Task

Outcome

Prepare summary of Stage 3.0

3.2 Task

Outcome

Summary for review by the Executive Team of accomplishments of Stage 3.0 and recommendations for future work; delivery for review by the Executive Team at the end of Month 20

3.2.1

Prepare a technical memorandum summarizing Stage 3.0 work, including core tasks accomplished, work related to defined tasks, and projection of necessary future tasks

3.2.2

Present summary of Stage 3.0 and recommendations for future work to MPRB executive team