

MINNESOTA SPORTS FACILITIES AUTHORITY
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES
FOR A GEOTECHNICAL CONSULTANT

I. INTRODUCTION

In 2012, the State of Minnesota enacted Minnesota Laws 2012, Chapter 299, to establish the Minnesota Sports Facilities Authority (“MSFA”) and to provide for the construction, financing, and long term use of a stadium and related stadium infrastructure as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

As set forth in Chapter 299, it is contemplated that the design, development and construction of the stadium be a collaborative process between the MSFA and the Minnesota Vikings’ football team (the “Team”). To that end, there will be established a stadium design and construction group (the “Project Group”) comprised of representatives of the MSFA and the Team to manage the design of the stadium and oversee construction. The Geotechnical Consultant will be engaged by the MSFA after collaborating with the team.

The MSFA is requesting proposals from professional services firms to provide Geotechnical Consulting Services for the MSFA described below (collectively, the "Services") for the new \$975 million "People's Stadium" on the current Metrodome site in Minneapolis, Minnesota, which will serve as the home of the Minnesota Vikings for the next 30 years ("Project"). HKS Architects is the lead design consultant. HKS has as sub consultants Thornton Tomasetti (Structural Engineer) and EVS (Civil Engineer).

II. PROJECT OVERVIEW

The design, development, and construction of the stadium will be a collaborative process between the Authority and the Vikings. Unless otherwise agreed by the Authority and Vikings the stadium shall comprise approximately 1,500,000 square feet with approximately 65,000 seats, expandable to 72,000, shall meet or exceed NFL program requirements, and include approximately 150 suites and approximately 7500 club seats or other components as agreed to by the Authority and Vikings. Other key programmatic elements include adjacent structured parking development and roof that is fixed or retractable. Premium parking for up to 2500 spaces will be developed as part of the project. The new stadium is expected to open for operation in August of 2016. The

Vikings will play at least one season at the University of Minnesota's TCF Bank Stadium during the construction.

The site will be expanded from the current 20 acre site of the existing football stadium to about 33 acres in size upon property acquisition. The site in general will be bounded by 3rd and 6th Streets and Park and 11th Avenues; excepting properties currently owned by Hennepin County (Crime Lab) and Valspar.

III. SCOPE OF SERVICES

The MSFA Environmental Consultant's duties may include, but shall not be limited to, those services identified by the Thorton Tomasetti January 16, 2013 document labeled: **Geotechnical Investigation Scope of Work; Minnesota Multipurpose Stadium.**

The MSFA Geotechnical Consultant has no authority to enter into any contracts or otherwise obligate the MSFA or Team. All approvals authority and signature authority for expenditure of funds shall remain with the MSFA and its duly authorized representatives.

IV. QUALIFICATIONS STATEMENT CONTENTS

- A. General Project Team Information. Include in your qualifications statement the following information about you, your firm and any and all key project team members:
1. Cover Letter. Cover letter must include: (a) name, address and phone number of the office where the personnel assigned to the Project will be based, and (b) name, title and phone number of the principal contact person.
 2. Company Overview. Include a general company overview of each key member of the Project team including location, size and years in business.
 3. Insurance Certificate. Certificate of insurance evidencing the firm's current limits of liability for commercial general liability, business automobile liability and professional liability insurance. List any claims made against the policies within the last 5 years and provide detail of claim.
 4. Local Offices. State whether your firm has a local office in Minneapolis, MN, and, if so, the size of the office (i.e., number of employees) and the number of years it has been in operation.
 5. Criminal Offenses. A certification that neither the firm nor any of its officers or owners shall have been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing any public or private contract.
 6. Management Systems. Describe the record keeping, reporting, monitoring and other information management systems that your firm would propose to use for

the Project. Describe the scheduling and cost control systems that your firm would propose to use for the Project.

7. Non-Collusion Statement. Submit Exhibit 1. (attached)
 8. Minnesota Department of Human Rights. Provide information on Exhibit 2. (attached)
 9. Conflict of Interest. Describe any actual or potential conflicts of interest with respect to you, your firm and any subcontractors. In particular, describe any relationship you have currently or have had with the Minnesota Vikings or any other major user of the Hubert H. Humphrey Metrodome.
- B. Project-Specific Information. Include the following information relevant to the Scope of Work for your firm and any key project team members that will provide any portion of the Scope of Work:
1. Experience. Describe any relevant experience of your firm and the key personnel for major professional sports (i.e., NFL, MLB, NBA or NHL) facilities that have opened in the last fifteen (15) years. Include:
 - a) Project Description. Project name, location, completion date, total construction value, brief description of project and the firm's role.
 - b) Project Team. Identify your team members and joint venture partners (if any) who were assigned to the project and the roles and duties they performed.
 - c) Client. The client's name and contact information. Include the name, title and telephone number of the client contact most familiar with your services on the project.
 - d) Project Schedule. Original completion date, actual completion date, and reasons for any deviations.
 - e) Project Cost. Original budget, final cost and reasons for any deviations.
 2. Prior Minneapolis/St. Paul Experience. Describe any geotechnical consulting experience in the greater Minneapolis/St. Paul metropolitan area.
 3. Public Sector Experience. Describe any prior experience representing public sector projects. Include any experience working with the Metropolitan Council and Metropolitan Transit organizations.
 4. Project Team and Organization. Provide resumes for the proposed project team, including the proposed project manager and any other proposed key staff. Each resume should include a one paragraph description of the duties and responsibilities of the individual's proposed project role. List the prior experience of such key personnel on similar projects and a summary of the proposed time commitment such key personnel shall have to this Project.

Include any registrations, licenses or professional certifications of the proposed project manager and any other proposed key staff. List and describe roles for any subcontractors that the proposer anticipates using. Include key contacts with their background and experience.

5. Hiring Practices. Describe your firms hiring practices and hiring history in terms of women and minorities. Please see the attached draft equity plan for the project.
 6. Use of Targeted Group Businesses. Describe your firms work with incorporating contracts utilizing woman owned and minority businesses on a geotechnical consulting basis. List any small or Targeted Group businesses that will provide any or all portion of the work (must be certified by the State of Minnesota Department of Administration or City of Minneapolis – CERT Program). Provide evidence of that certification.
 7. MSFA Responsibilities. Provide listing of MSFA responsibilities during the project not provided by Proposer.
 8. Project Budget. Provide project budget detailing in all respects the proposers costs for performing the services. Include by task, a breakout by number of work hours and hourly rates of key project personnel, include by breakout similarly, services performed by any sub consultants. Note by cost any services attributed to small, minority, or Targeted Group businesses.
 9. Project Timeline. Provide timeline for performance of services including anticipated key decision time frames for the services presuming start of services beginning no later than February 10, 2013.
- C. Proposal Format -All proposals should be typewritten, bound in 8-1/2 by 11 format, and should be properly identified by the name of respondent and marked with “**New Stadium - Geotechnical Consultant Request for Proposal.**” Boilerplate, glossy and unnecessarily elaborate proposals are neither expected nor desired. The emphasis of the submission should be in responding to the requirements set forth above. The response shall not exceed twenty-five (25) pages, excluding the cover letter and tabs. Additional information may be requested of short-listed respondents.
- D. Pre-proposal Meeting – A pre-proposal meeting will be held on February 1, 2013 at 10:00 am in the Stadium Administration conference room. It is mandatory that prime proposers attend the meeting.

V. INTERVIEWS AND SELECTION

The MSFA will determine its own selection and review criteria. At this time, it is contemplated as follows:

- A. Review Criteria. The MSFA shall review the responses to this RFP from proposers based on the following criteria: (1) demonstrated understanding of and responsiveness to the MSFA's requirements for the Project, and (2) prior relevant experience on projects of similar size and complexity.
- B. Interviews. In addition to submitting a response to the RFP, the MSFA may interview one or more firms regarding the service. The purpose of the interview will be to meet the proposed project team, become familiar with key personnel, and understand the project approach and ability to meet the MSFA's stated objectives for the Project. Please be prepared to discuss with specificity the firm's capacity to conduct the services in compliance the MSFA's timetable.
- C. Negotiation. After the interview(s), the MSFA shall negotiate a contract with any or all firm(s) deemed qualified to perform the geotechnical consulting services. Contract negotiations shall be directed toward: (a) ensuring that the firm and the MSFA have a mutual understanding of the essential requirements involved in providing the Services; (b) determining that the firm will make available the necessary personnel, equipment, and facilities to perform the Services within the required time; (c) agreeing upon compensation that is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the Services. The MSFA will select the firm it best determines meets its needs upon completion of the negotiation(s).
- D. Selection Schedule. As The tentative schedule for selection of a firm is as follows:

January 28, 2013		Issuance of RFP
February 1, 2013	10 a.m.	Pre-proposal meeting
February 5, 2013	4 p.m.	Deadline for Submitting Proposals
TBD		Conduct Interviews
February 8, 2013		Award Contract
February 25, 2013		Preliminary Report Due
February 28, 2014		Final Report Due (tentative)

VI. INSTRUCTIONS FOR SUBMISSIONS

- A. Submission. three copies and one electronic copy of the qualification statement are to be submitted by 4:00 p.m. Central Time, on, February 5, 2013. Responses must be sent to:

Steven C. Maki, PE
 Director of Facilities & Engineering
 Metropolitan Sports Facilities Commission

900 South 5th Street
Minneapolis MN 55415

- B. Questions; Inquiries. Questions regarding interpretation of the content of this Request for Qualifications must be in writing and directed to: Steven C. Maki at the address above or via email to steve.maki@msfa.com. Questions may be submitted up to 3 days prior to the deadline for submitting proposals. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued 1 day prior to the submission deadline.
- C. Communications. Firms considering responding to this RFP are strictly prohibited from communicating with any other member of the MSFA's Board or staff, as all questions should be directed to the person identified in Section V.B above.
- D. Amendments. This RFP shall be modified only by a written amendment issued by the MSFA or. It is the responsibility of the proposers to verify that they have received and incorporated into their responses, all changes due to amendments issued to this RFP.
- E. Cancellation; Rejection. The MSFA reserves the right to cancel at any time for any reason this solicitation and to reject all qualifications statements. The MSFA shall not have any liability to any proposer arising out of such cancellation or rejection. The MSFA reserves the right to waive minor variations in the selection process.
- F. Proposer Costs. The MSFA assumes no responsibility for costs incurred in the preparation, presentation or submission of the qualifications statements.
- G. Minnesota Government Data Practices Act. All persons are subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Respondents shall note with their submittal any privileged information or other private data in their submittal.

EXHIBIT 1

NON-COLLUSION STATEMENT

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he or she is

_____ Title of Person Signing

of _____

_____ Name of Proposer

that all statements made and facts set out in the proposal for the above project are true and correct; and the proposer (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that proposer is not financially interested in, or financially affiliated with, any other proposer for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

_____ Notary Public

My Commission Expires

EXHIBIT 2

State Of Minnesota – Affirmative Action Data Page (For responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
On any single working day within the past 12 months, if your company...				
Employed more than 40 full-time employees in Minnesota	•			•
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business		•		•
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.			•	•

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For companies which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For those companies not described in BOX A or BOX B

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D**

BOX D – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th Street, Suite 700
St. Paul, MN 55101

Website: www.humanrights.state.mn.us
Email: employerinfo@therightsplace.net

Metro: (651) 296-5663
Toll Free: 800-657-3704
Fax: (651) 296-9042
TTY: (651) 296-1283

**Geotechnical Investigation Scope of Work
Minnesota Multi-Purpose Stadium****1. PROJECT METRICS**

1.1. Project Team:

Owner/Developer: Minnesota Sports Facilities Authority
900 South 5th St.
Minneapolis, MN 55415

Architect of Record: HKS

Kevin Taylor, AIA
HKS
1919 McKinney Ave.
Dallas, TX 75201
(214) 969-3202
ktaylor@hksinc.com

Structural Engineer: Thornton Tomasetti

R. John Aniol, P.E. (Minnesota # 47033)
Vice President
Thornton Tomasetti
12750 Merit Dr., Suite 750, LB-7
Dallas, TX 75221
JanioI@ThorntonTomasetti.com

Robert Treece, P.E. (Missouri)
Principal
Thornton Tomasetti
912 Broadway Blvd, Suite 100
Kansas City, MO 64105
RTreece@ThorntonTomasetti.com

Civil Engineer: EVS, Inc.
Richard L. Kopy, P.E.
10250 Valley View Rd., Suite 123
Eden Prairie, MN 55344-3534
rkopy@evs-eng.com
phone: 952.646.0236

1.2. Project Name: Minnesota Multi-Purpose Stadium

1.3. Location: The proposed site is located on and adjacent to the existing Metrodome site in downtown east Minneapolis, Minnesota, bounded by 3rd St (North), 6th St. (South), Chicago Ave (West) and 11th Ave (East), Minneapolis, Minnesota.

**Geotechnical Investigation Scope of Work
Minnesota Multi-Purpose Stadium**

1.4. Project Description:

The project will consist of a multi-purpose stadium, approximately 1,500,000 square feet with 65,000 seats; a 950-car parking garage, approximately 320,000 square feet with an adjoining tunnel and skyway. The building site is approximately 38-acres. The estimated building footprint sizes are 750' x 850' for the stadium and the 120' x 750' for the parking garage located between 3rd & 4th Streets and East of Chicago Ave. A second proposed 325-car parking garage may be located west of the intersection of Chicago between 3rd & 4th Ave.

1.4.1. Proposed Main Concourse elevation : MSL 852.0'

1.4.2. Proposed Event Level elevation: MSL 800.0'

1.4.3. Parking Garage: Below and above grade parking

1.4.4. Retention System: A permanent retention system will be required around the perimeter of the stadium seating bowl structure. A temporary retention system will likely be required at the service tunnel/below grade loading dock and any below grade connector tunnels from parking structure to stadium.

1.4.5. Surface Parking and Paving: Yes

1.4.6. Site/landscape retaining walls: Yes

1.4.7. Site/landscape plaza areas: Yes, likely

1.5. Structural Framing System: The structural frame will likely consist of a cast-in-place concrete seating bowl frame and a steel roof structure with lateral loads resisted by concrete moment frames. However, structural steel framing will be considered and may be used for a portion of the frame. The parking garage will likely be a cast-in-place post-tensioned concrete structure with moment resisting frames.

1.6. Maximum Preliminary Column Service Loads:

1.6.1. Stadium: Several roof schemes have been developed during the Concept Design Phase. Roof column reactions vary depending on the scheme. The maximum service column reactions are listed below for each scheme. The location of the primary roof structural elements will be defined during Schematic Design and Design Development.

Scheme 1.1 and 1.2 Arch

Vertical: 14,000 kips Dead; 20,600 kips Total
Horizontal (Thrust): 8000 kips Dead; 12,000 kips Total

Seating Bowl

Vertical 200 kips to 2900 kips Dead (5200 kips at back of bowl with roof)
300 kips to 4000 kips Total (7500 kips at back of bowl with roof)

Scheme 1.3 Super-column

Vertical: 6,200 kips Dead; 9000 kips Total

Scheme 2.1 Buttress (Scheme 2.2 similar)

Vertical: 4,600 kips Dead; 9300 kips Total
Uplift: 2,900 kips Dead; 6000 kips Total
Horizontal: 2,300 kips Dead; 4700 kips Total

**Geotechnical Investigation Scope of Work
Minnesota Multi-Purpose Stadium**

Scheme 3 Super-column

Vertical: 8,000 kips Dead; 13,400 kips Total

1.6.2. Parking Garage: Maximum estimated service column vertical loads are 1,900kips.
Lateral column loads are estimated to be on the order of 40 kips.

2. BACKGROUND INFORMATION

2.1. In 1979, a subsurface exploration was conducted by Soil Exploration Company within the current existing Metrodome footprint and a report was issued dated February 15, 1979. This exploration included 21 test borings and referenced 5 previous borings. In addition groundwater measurements were conducted and reported by Braun Intertec on December 2, 2008. This investigation included 4 borings in the parking lot east of the existing Metrodome.

3. QUALIFICATIONS/PROPOSAL REQUIREMENTS

- 3.1. Geotechnical Investigation Proposal: Submit a fee proposal for Geotechnical Investigation and Foundation Recommendations per the requirements indicated within this document. Indicate the scope of work and tests that will be performed. Provide separate fee tabulation for preliminary phase, final phase and total fee.
- 3.2. Soil Test Borings: Indicate the soil test boring quantity, location and depth borings adequate for the project and the geotechnical scope indicated in this document.
- 3.3. Liability Insurance Requirements: State liability insurance coverage limits.
- 3.4. Qualifications and Personnel: Indicate brief firm qualifications and proposed personnel working on the project.

4. GENERAL REQUIREMENTS

4.1. The geotechnical exploration and foundation recommendation work is proposed to be performed in two separate phases. The preliminary phase will occur during the Schematic Design phase and include initial field exploration activity including a preliminary quantity of test borings surrounding the existing Metrodome facility and preliminary foundation recommendations in sufficient detail for Schematic Design through Construction Documents. Refer to item 6.2 and 6.3 for proposed schedule. At this time, the final location and orientation of the stadium may not be determined, so boring locations will be general in nature and spaced further than is typical.

The final phase of geotechnical investigation work will occur after demolition of the existing Metrodome, which will be after Construction Documents are issued. It will include borings within the existing Metrodome and additional borings outside the Metrodome. The final phase will also include testing, etc and necessary work to confirm the preliminary geotechnical recommendations, to better define the depth to bedrock and bearing levels, to determine groundwater elevations and to specifically investigate the soils at primary support locations, such as arch bearing points or super column locations. For the arch-truss scheme, we anticipate a minimum of 2 additional borings at each arch bearing point. For a super-column scheme, we anticipate a minimum of 1 additional boring at each of 4 column locations.

Refer to the attached plans for the proposed layout of borings for the preliminary phase and the final phase investigations

- 4.2. Coordinate field activities with Owner/Architect.
- 4.3. Obtain all necessary permits and approvals and perform notifications prior to performing any field activities.

**Geotechnical Investigation Scope of Work
Minnesota Multi-Purpose Stadium**

- 4.4. Provide all labor, equipment, supplies, and other as required.
- 4.5. Existing Borings and Test Results:
- 4.5.1. Review the previous borings and test results. Determine based on number of borings, depth of borings, number and type of samples taken, and tests conducted whether investigation and testing is adequate for use in current investigation and incorporate this information as appropriate. Drill any additional borings necessary to confirm the validity of previous information.
- 4.6. Soil Test Borings:
- 4.6.1. Drill soil test boring at specified and necessary locations at the project site. Refer to attached Proposed Test Boring Plan – BP-1. We generally recommend test borings on a maximum 150-foot grid for the final report. For the preliminary phase, we anticipate test borings at a maximum 300-foot grid, which will be supplemented during the final phase. The locations of the structures have not been confirmed, so drilling enough borings to make recommendations for the entire site should be considered. The Geotechnical Engineer is responsible for ensuring that the boring program is adequate to meet the requirements of this document. Confirm the quantity of soil test borings complies with governing code/agency.
 - 4.6.2. Coordinate the location of the soil test borings with underground and overhead utilities, property lines, existing structures, and adjacent structures, etc. prior to beginning exploration work. Provide soil test boring logs of exploratory soil test borings or Cone Penetration Tests (CPTs) summarizing the soil stratum conditions encountered throughout the depth of the boring and the results of the laboratory testing as well as a test boring plan indicating the boring number and location of the borings. Indicate top of boring elevation relative to a common benchmark or top of grade elevation. Provide at least three soil profile cross sections for the stadium and one soil profile cross section for the parking garage, with at least three borings each.
 - 4.6.3. Perform test borings in accordance with ASTM D-1586, 1587, and D2113. Provide Professional Engineer to observe and direct boring process. Core drill rock and recover samples in accordance with ASTM D2113.
 - 4.6.4. Install and monitor groundwater observation wells, as appropriate.
 - 4.6.5. Cover all open test holes as necessary for safety during periods of inactivity, and backfill and grout test holes upon completion. Remove unused spoil from the site.
- 4.7. Subsurface Conditions: Provide description of subsurface soil conditions (stratums) at the site. Review the location of any known seismic ground-faults, voids, existing structures, previous use or anything else that might affect the proposed building. Review of site geology and how it will impact allowable soil values.
- 4.8. Laboratory Testing: Determine the soil mechanics and geotechnical engineering properties of the soils by performing laboratory tests on the recovered soil test boring samples. Perform the following laboratory tests, as appropriate:
- 4.8.1. Unified Soil Classification System (ASTM D2487)
 - 4.8.2. Dry Density of Soil Tests (ASTM D2937)
 - 4.8.3. Particle Size Analysis of Soil (ASTM D422)
 - 4.8.4. Moisture Content of Soil (ASTM 2216)
 - 4.8.5. Atterberg Limit Test (ASTM D4318). Quantify the potential volumetric swell and shrinkage characteristics of cohesive soils. Estimate potential vertical rise (PVR) of in-situ soil.

**Geotechnical Investigation Scope of Work
Minnesota Multi-Purpose Stadium**

- 4.8.6. Unconfined Compressive Strength of Cohesive Soil (ASTM D2166)
- 4.8.7. Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils (ASTM D2850)
- 4.8.8. Standard Penetration Test (ASTM D1586)
- 4.8.9. Pocket Penetrometer
- 4.8.10. Rock Quality Designation; Rock Triaxial Shear Test; Rock Splitting Tension Tests
- 4.8.11. Sulfate Content Tests as applicable
- 4.8.12. Corrosivity Tests as applicable

4.9. Ground Water:

- 4.9.1. Install piezometers on the site if required to determine the elevation of the water table at the time of exploration and the degree to which the water table is expected to vary during construction and for the completed structure.
- 4.9.2. Evaluate whether construction and/or permanent dewatering is necessary. If dewatering is necessary, then identify the most feasible methods and provide performance specification for inclusion into the contract documents.
- 4.9.3. Evaluate whether a subfloor drainage system is required. If so, provide specific requirements and review specification for subfloor drainage system.
- 4.9.4. Provide specific requirements for perimeter foundation wall drainage system.
- 4.9.5. Provide a recommendation on the elevation of the Event Level to mitigate groundwater related issues.

4.10. Construction Considerations: Provide recommendations about the following construction related items:

- 4.10.1. Site Preparation
- 4.10.2. Excavation; backfilling; slope stabilization
- 4.10.3. Pier Drilling;
- 4.10.4. Permanent retention system

4.11. Seismic Soil Site Class: Identify the IBC 2006/2009 seismic soil site class.

4.12. Influence of new foundation construction on existing foundations (if any) within site and adjacent foundations, as well as recommended mitigation measures as required.

5. FOUNDATION RECOMMENDATIONS

- 5.1. Provide foundation recommendations regarding the most feasible and cost effective foundation types to support building columns, primary roof columns, wall, and grade beam loads. Provide design criteria for each type including allowable bearing pressures, skin friction values, total and differential settlement, and construction considerations. Acceptable column/wall foundation settlement is less than or equal to ½ inch.
- 5.2. Drilled Pier Foundations: For drilled pier foundations, provide the following: bearing stratum material, estimated bearing strata elevation, allowable end bearing pressure, allowable skin friction values for downward, upward loads and lateral loads, minimum penetration to develop end bearing and skin friction, minimum shaft diameter, estimated settlement, uplift pressure due to swelling soil, pier cluster

Geotechnical Investigation Scope of Work Minnesota Multi-Purpose Stadium

effects, and lateral load capacities with associated pier bending values. Lateral load capacities and bending shall be determined by performing an L-Pile type analysis for each pier size, which takes into account passive pressures and the horizontal subgrade modulus for various soil types over the height of the pier. Provide lateral load L-Pile design parameters or provide lateral load capacities of pier foundations. Specify requirements of load test pier program, if necessary. In addition, provide recommendation on special construction considerations including whether temporary casing is required, anticipated drilling methods, and methods of ground water control in the pier hole.

- 5.3. Spread Footing Foundations: For shallow spread footing foundation, provide the following: Bearing stratum material, minimum/maximum bottom of footing bearing elevation, allowable bearing pressure, estimated settlement, sliding friction value, allowable passive pressure value.
- 5.4. Floor Slabs: Provide recommendations for the feasibility of ground supported floor slabs, including several options for subgrade preparation (over-excavation and soil reconditioning and/or over-excavation and replacement with select fill) in order to achieve floor slab vertical movement less than $\frac{3}{4}$ " for the stadium and less than 1" for the parking structure. The floor slab-on grade recommendation shall include evaluations at several different elevations below grade, since floors may occur at several different below grade elevation throughout the site. Include material, compaction requirements and construction considerations as part of slab preparation recommendations. Provide modulus of subgrade reaction. If slab-on grade slabs are not feasible, then provide recommendations for structurally suspended floor slabs including the following: void depth, crawl space requirements, if rain water downspouts need to be piped to storm sewer, minimum grade slope away from building perimeter, etc.
- 5.5. Retaining Walls: Provide recommendations for below grade retaining walls, whether a cantilevered spread footing retaining wall is appropriate or drilled pier/pile walls or other wall types are necessary. Provide design criteria for drained below grade building and site retaining walls including: active pressures (equivalent fluid pressures), at-rest pressures, allowable passive pressures, sliding friction values and allowable bearing values. Provide wall pressure for both select fill and granular fill backfill material. Provide limits of backfill material and recommended fill slopes and backfilling procedures.
- 5.6. Retention System: A permanent retention system will be required around the perimeter of the seating bowl structure. A temporary retention system will likely be required at the service tunnel/below grade loading dock and any below grade connector tunnels from parking structure to stadium. Provide recommendations on the most feasible permanent and temporary retention systems. Provide design criteria for permanent and temporary retention system walls including: earth pressures diagrams and tieback design criteria, estimate top of wall/soil movements for each proposed system.

6. OTHER SERVICES

- 6.1. Pavement Design: Provide pavement design recommendation for rigid and flexible pavements for different types of vehicular traffic.
- 6.2. Provide consultation with structural engineer and architect at the beginning of the project to clarify project requirements.
- 6.3. Provide consultation with structural engineer and architect after publication of draft report to discuss results and finalize proposed foundation scheme before submitting report.
- 6.4. Review of Contract Documents: Review of project applicable (foundation) specifications and drawings at the completion of schematic design and design development phase to confirm that the

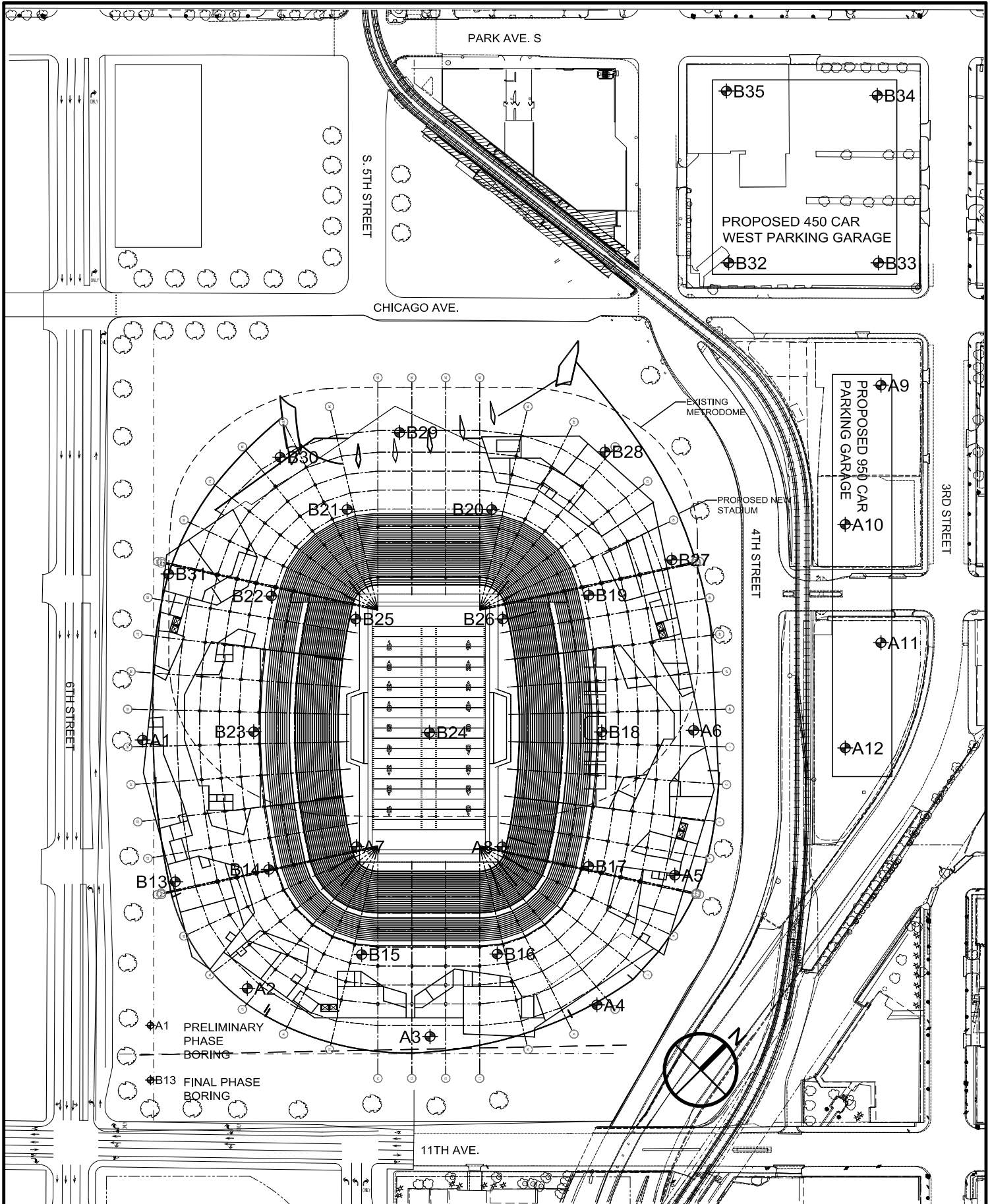
**Geotechnical Investigation Scope of Work
Minnesota Multi-Purpose Stadium**

contract documents meet the intent of the geotechnical recommendations. Submit a brief memo indicating review and comments.

7. REPORTS

- 7.1. Provide written reports of findings of the investigation, evaluation and design recommendations including at least one preliminary report and one final report.
- 7.2. Preliminary Report: Submit a preliminary report with foundation recommendations within four weeks of notice to proceed with preliminary phase 1 work. Proposed preliminary report due date is February 25, 2013 (before the completion of the Schematic Design phase).
- 7.3. Final Report: Submit a final report within six weeks of notice to proceed with final phase work, after all comprehensive field exploration, tests and work has been completed and project scope has been clearly defined (during schematic design phase). Proposed final report due date is February 28, 2014, before significant foundation construction begins.
- 7.4. Submit an electronic copy and the hard copies to the following:
 - 7.4.1. Owner/Developer: Two
 - 7.4.2. HKS: Two
 - 7.4.3. Thornton Tomasetti: Two
 - 7.4.4. Civil Engineer: One
 - 7.4.5. Landscape Consultant: One
- 7.5. Supplemental Reports: Provide L-Pile type analysis and/or other supplemental reports as required.

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Thornton Tomasetti

Thornton Tomasetti, Inc.
 12750 Merit Drive, Suite 750, LB-7
 Dallas, TX 75251-1226
 T 972.387.8393 F 972.387.8406

PROPOSED TEST BORING PLAN

MINNESOTA MULTI-PURPOSE STADIUM
 PROJECT NO: **D12090.00** SCALE: **NTS**
 DWN BY: **ALE** CHK BY: **RJA** DATE: **1/16/13**

REV.	ISSUE	DATE

SHEET NUMBER

BP-1

PROJECT SERVICES AGREEMENT

DATE: January 28, 2013

BETWEEN: MINNESOTA SPORTS FACILITIES AUTHORITY
900 South Fifth Street
Minneapolis, Minnesota 55415 (“Owner”)

AND: *Geotech Firm* (“Consultant”)

OWNER AND CONSULTANT agree as follows:

- I. Project. This Agreement pertains to the professional services for the Minnesota Sports Facilities Authority, Minneapolis, Minnesota (“Project”)
- II. Term. The term of this Agreement (“Term”) shall be from January 23, 2013 to March 22, 2013, unless terminated earlier as set out in this Agreement. Contract shall be extended upon mutual agreement by the Consultant and Commission.
- III. Services. During the Term, Consultant shall perform the services set out in Exhibit A (“Services”). The Services under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with Exhibit A. Consultant shall allow only competent, trained employees to perform the Services on its behalf, and Consultant shall adequately supervise its employees to perform the Services on its behalf, and Consultant shall adequately supervise its employees. Consultant shall be properly licensed for the work it will perform.
- IV. Compensation. Owner shall pay Consultant for the services in accordance with the fee schedule set out in Exhibit B. On or before the last day of each month, Consultant shall submit an itemized invoice for such month, and payment shall be made by Owner on or before the twentieth day of the following month. If Consultant fails to timely submit such invoices, Owner shall pay such invoices in its ordinary course of business, but no later than 30 days from the date such invoices are submitted. Owner shall have no obligation whatsoever to pay employees of Consultant.
- V. Insurance. See Exhibit C.
- VI. Indemnification.
 - A. Consultant shall indemnify and hold harmless Owner and its officers, members, (hereinafter collectively called the “Indemnitees”) from and against all liabilities, claims, damages, losses, causes of action, judgments, costs and expenses, including reasonable attorneys’ fees, arising out of or resulting from: (I) the failure of Consultant to perform its obligations in accordance with the terms and conditions of this Agreement; (ii) any negligent act or error or omissions of Consultant, or any of its agents, employees, subConsultants, material suppliers or others for whose acts any of them may be liable (each, a “Responsible Party”); Consultant’s duty of

indemnification shall be in proportion to the allocable share of such negligent or willful act or omission of Consultant and the other Responsible Parties. This indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Consultant under workers' compensation acts, disability acts or other employee benefit acts. Consultant shall include in each subcontract a comparable indemnification clause wherein the subConsultant will indemnify and hold harmless the Indemnitees for matters arising out of or resulting from the obligations of such subConsultant and the work to be performed by such subConsultant on the Project.

- B. Upon payment of fees Consultant shall at all times indemnify and hold Owner harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Consultant's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to Owner resulting from such claims or liens. After written demand by Owner, Consultant shall immediately cause the effect of any suit or lien to be removed from the Project and the real property upon which it is located. In the event Consultant fails to do so, Owner is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, shall be immediately due and payable by Consultant or may, at Owner's option, be offset against any sums due and payable to Consultant hereunder. In the event a suit on such claim or lien is brought, Consultant shall, at the option of Owner, defend said suit at its own cost and expense, with counsel satisfactory to Owner and will pay and satisfy any such claim, lien, or judgment as may be established by the decisions of the Court in such suit. Consultant may litigate any such lien or suit, provided Consultant causes the effect thereof to be removed promptly in advance from the Project and the property upon which the Project is located.

VII. Limited Liability. Notwithstanding anything in this Agreement to the contrary, Owner does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466, or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by Consultant or any third party.

VIII. Independent Consultant. Consultant and its agents and employees shall at all times be independent Consultants and shall not, under any circumstances, be considered not hold themselves out to be agents or employees of Owner. Consultant further agrees that no tax assessment or legal liability of Consultant or of its agents or employees shall become an obligation of Owner by reason of this Agreement.

IX. Assignment. Consultant shall not assign, by operation of law or otherwise, this Agreement or any money due or to become due hereunder without obtaining the prior written consent of Owner. Any attempted assignment by Consultant without Owner's prior written consent shall be void and of no effect.

X. Administration.

- A. Consultant shall investigate, hire, pay, supervise and discharge all personnel required to perform the Services set out in this Agreement. All personnel hired by Consultant for the performance on any Services hereunder shall be deemed employees of Consultant and not of Owner, and shall be deemed employed solely at Consultant's expense. Owner shall have no right to supervise directly or direct on a day-to-day basis such employees of Consultant.
- B. Consultant and all subconsultants shall strictly observe and comply with all laws, ordinances, rules and regulations concerning hours of work, age, compensation, working conditions, payroll taxes and other conditions of employment.
- XI. Consultant's Records. Owner shall be permitted access to all of the Consultant's records, books, vouchers, correspondence, instructions, drawings, receipts, memoranda and similar material relating to this Agreement. Consultant shall preserve all such material for a period of two years after final payment under this Agreement.
- XII. Termination. This Agreement may be terminated by Owner upon written notice to Consultant. From and after the date of termination specified in such notice, all rights and interests of Consultant hereunder shall terminate. In such event of such termination, Consultant shall be compensated (as provided in Section 4 hereof) for all Services properly performed prior to the date of termination, subject to any offset arising from a breach of the provisions of this Agreement by Consultant. Upon termination of this Agreement, Consultant shall immediately deliver to Owner all drawings, reports, analyses, samples, materials or other work product completed pursuant to this Agreement.
- XIII. Equal Opportunity. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Affirmative Action Rules and Regulations Plan and Targeted Group Business Goals of Owner. Consultant represents and warrants that it shall not discriminate in its employment practices in violation of any such applicable law, executive order or affirmative action plan or targeted group business goals. Consultant shall include in each subcontract comparable equal employment opportunity and affirmative action obligations.
- XIV. Notices. All notices, demands, consents or approvals required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when personally delivered, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight courier which routinely issues receipts, addressed to the party at the address stated below, or (d) three business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated below:

Owner at: Minnesota Sports Facilities Authority
900 South Fifth Street
Minneapolis, Minnesota 55415
Attention: Executive Director
Facsimile No. (612) 332- 8334

Consultant at: *firm address*

or at such other place or places as either party may hereafter designate in writing.

XV. Miscellaneous.

- A. The persons executing this Agreement on behalf of each party hereto warrant and represent that they have full power and authority to do so.
- B. Section headings herein are inserted only for convenience of reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of this Agreement.
- C. In the event of any conflict between this Agreement and anything contained in the Exhibits hereto, the provisions of this Agreement shall govern.
- D. In the event either party to this Agreement commences any legal action in connection with the provisions hereof, or in order to obtain damages for the alleged breach of any of the provisions hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts of relief otherwise awarded all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.
- E. All covenants, agreements, indemnities, guarantees and warranties made by Consultant shall survive the expiration or termination of this Agreement.
- F. If any term or provisions of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. This Agreement shall be construed and governed under the laws of the State of Minnesota.
- H. All previous oral or written promises and agreements relating to the subject matter of this Agreement are hereby superseded, it being expressly agreed that the terms and provisions of this Agreement shall constitute the full and complete agreement between Owner and Consultant.
- I. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.
- J. In performing the Services hereunder, Consultant shall comply with all applicable federal, state and local laws, including without limitation any such laws relating to storage, use or disposal of hazardous wastes, substances or materials.

Consultant shall keep strictly confidential any information (other than information which is a matter of public record or is provided by other sources readily available to the public) that Consultant learns about the Project or about Owner or the business of Owner during the term of this Agreement. However, any such information may be disclosed to employees and agents of Consultant to the extent that such persons, in Consultant's considered judgement, need access to such

information to enable Consultant to perform its obligations under this Agreement. This covenant shall survive the termination of this Agreement.

XVI. Disputes. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Minneapolis, Minnesota. The Owner reserves the right to determine in its own opinion any other form of alternative dispute resolution to resolve any or all disputes.

XVII. **IN WITNESS WHEREOF**, Owner and Consultant have executed this agreement as of the date set out at its head.

CONSULTANT: *firm name here*

By _____

Its _____

OWNER: MINNESOTA SPORTS FACILITIES AUTHORITY

By _____

Its _____

By _____

Its _____

Exhibit A

Scope of Work

Provide consulting engineering services related to a new professional football stadium development. See the attached scope of service documents dated January 16, 2013 regarding services related to:

Thorton Tomasetti –

Geotechnical Investigation Scope of Work
Minnesota Multi-Purpose Stadium

Exhibit B Compensation

Compensation as per *geotech firm* proposal dated xxxxxx (attached).

Exhibit C Insurance Coverage

Consultant agrees to provide and maintain, at its own cost and at all times during the term of this Agreement, such insurance coverages as are set forth below, and to otherwise comply with the provisions that follow. Such insurance provisions shall also apply to all subconsultants engaged by Consultant with respect to its performance under this Agreement. Consultant shall be entirely responsible for securing the performance of all of its subconsultants with the insurance required of such subconsultants. Consultant shall not commence performance under this Agreement, nor shall Consultant allow any subconsultant (of any tier) to commence performance under this Agreement, until all insurance required of Consultant and/or each subconsultant is in effect, and satisfactory evidence thereof is provided to Owner, as set forth below.

I. Workers' Compensation. Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in Workers' Compensation policies issued in Minnesota.

II. General Liability. "Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Agreement), Independent Consultants, and Products-Completed Operations liability. Such policy shall include Owner, its members, employees and agents as Additional Insureds thereunder. Consultant agrees to maintain Completed-Operations coverage, on a continuing basis, for a period of at least two (2) years following the final completion of its performance under this Agreement.

Consultant agrees to maintain at all times during the term of this Agreement a combined general liability policy limit of at least \$2,000,000 Each Occurrence applying to liability for Bodily Injury and Property Damage, and a combined limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limits afforded under Consultant's Commercial General Liability Policy, or by such Policy in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is in all material respects at least as broad as that afforded by the underlying Commercial General Liability Policy, and further, that Owner, its members, employees and agents are included as Additional Insureds thereunder.

III. Automobile Liability. Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, nonowned and hired automobiles and other motor vehicles utilized by Consultant in connection with its performance under this Agreement. Such policy shall provide a total liability limit for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limit may be satisfied by the limit afforded under such policy, or by such policy in combination with the limit afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy (or policies) shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and, if applicable, such Umbrella or Excess Liability Policy (or policies), shall include Owner, its members, employees and agents as Additional Insureds thereunder. Unless included within the scope of Consultant's Commercial General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

IV. Professional Liability. Professional (or “Errors & Omissions”) Liability Insurance in the amount of at least \$5,000,000 Each Occurrence (or “Wrongful Act”, or equivalent) and, if applicable, Aggregate, covering Consultant’s liability for negligent acts, errors or omissions in the performance of professional services under this Agreement. Consultants’s Professional Liability Insurance may afford coverage on an occurrence basis or on a claims-made basis. It is, however, acknowledged and agreed by Consultant that under claims-made coverage changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for Owner hereunder. Consultant therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for Owner could result; and further, that it will exercise its rights under any “Extended Reporting Period” (“tail coverage”) or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection. Consultant further agrees that it will, throughout the entire period of required coverage and for an additional period of two (2) years following its last act of performance under this Agreement, immediately: (a) advise Owner of any intended or pending change in Professional Liability insurers or in policy forms, and provide Owner with all pertinent information that Owner may reasonably request to determine compliance with this section IV; and (b) advise Owner of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Owner.

This section IV shall: (a) only apply to Consultant if Consultant will be rendering professional services under this Agreement; and (b) apply to all subconsultants who will be rendering such professional services in connection with this Agreement. Consultant shall require all such subconsultants to agree to a provision for the benefit and protection of Owner that is identical (except for the description of the parties) to this subsection.

V. Evidence of Insurance. All such policies shall be endorsed so that Insurer endeavors to provide Owner with evidence that the insurance coverages required of Consultant hereunder are in full force and effect. In the event that any such insurance renews or is terminated during the term of this Agreement, Consultant shall promptly provide Owner with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a standard Certificate of Insurance, or in such other form as Owner may reasonably request, and shall contain sufficient information to allow Owner to determine whether there is compliance with these provisions. All such policies shall be endorsed to require that the Insurer endeavor to provide at least 30 day notice to Owner prior to the effective date of policy cancellation, nonrenewal, or change in coverage terms that would result in noncompliance with the provisions of this Exhibit.

VI. Insurers; Policies. All policies of insurance required hereunder shall be issued by financially responsible insurers, and all such insurers must be acceptable to Owner. Such acceptance by Owner shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Owner shall have 15 business days from the date of receipt of Consultant's evidence of insurance to advise Consultant in writing of any insurer that is not acceptable to Owner. If Owner does not respond in writing within such 15 day period, Consultant’s insurer(s) shall be deemed to be acceptable to Owner.

VII. Release and Waiver. Consultant agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to its property interests. Consultant hereby releases Owner, its officers, employees, agents and others acting on Owner's behalf, from all claims, and all liability or responsibility to Consultant, and to anyone claiming through or under Consultant, by way of subrogation or otherwise, for any loss of or damage to Consultant’s business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Owner or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

VIII. Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.



**MINNESOTA MULTI-PURPOSE STADIUM
CONSTRUCTION SERVICES AGREEMENT
EQUITY PLAN**

Section 1. Purpose / Outline – Overall

- 1.1 **Introduction.** The State of Minnesota created the Minnesota Sports Facility Authority (“Authority”) to build a state-of-the-art multipurpose facility called the “People’s Stadium” (“Project”). The Authority is required by law to promote the involvement of women and members of minority communities in the construction of the Project, as more completely described in Minn. Stat. § 473J.12. The Authority hereby adopts this comprehensive Equity Plan for the construction phase of the Project. The purpose of this Equity Plan is to implement the Authority’s statutory mandate to promote employment of women and members of minority communities, create an employment program, hold a job fair, establish goals for construction contracts to be awarded to women-owned and minority-owned businesses, and establish workforce utilization goals.
- 1.2 **The Team.** Minnesota Vikings Football, LLC (the “Team”) fully supports this Equity Plan.
- 1.3 **Affirmative Action / Non-Discrimination.** Pursuant to Minn. Stat. § 473J.12, the Authority shall make every effort to employ, and cause the NFL team, the Construction Manager and other Subcontractors, vendors, and concessionaires to employ women and members of minority communities when hiring.
- 1.4 **Employment Assistance Firm.** Pursuant to Minn. Stat. § 473J.12, the Authority will issue a Request for Proposals for an employment assistance firm, preferably minority-owned, or owned by a disabled individual or a woman, to create an employment program to recruit, hire, and retain minorities for the Stadium facility. The Authority intends to supplement its statutory mandate and engage an employment assistance firm to identify, train, and facilitate the hiring and utilization of both minorities and women by the Construction Manager and its Subcontractors hired to construct the Project.
- 1.5 **Job Fair.** Pursuant to Minn. Stat. § 473J.12, the Authority shall hold a job fair and recruit and advertise at Minneapolis Urban League, Sabathani,



American Indian OIC, Youthbuild organizations, and other such organizations. To facilitate the Construction Manager's achievement of the Authority's workforce goals, the Authority may organize and host other similar fairs and events.

- 1.6 Stadium Equity Oversight Committee / Construction Manager Review Panel. The Authority recognizes that community involvement and support are crucial to a successful Project in general and this Equity Plan in particular. To foster and facilitate appropriate community involvement, the Authority will establish various committees, including the Stadium Equity Oversight Committee described in Section 3, and the Construction Manager Equity Review Panel described in Section 2.
- 1.7 Targeted Business. In Sections 4-11 of the Equity Plan, the Authority establishes a Targeted Business Program. The Targeted Business Program sets an 11% and 9% goal for construction contracts for the Project to be awarded to women- and minority-owned business enterprises, respectively. The Targeted Business Program defines specifically how the goals may be met, the parameters of the Construction Manager's necessary and reasonable good faith efforts to meet the goals, the requirements for reporting and monitoring, the assistance the Authority will provide, and the consequences if the Construction Manager fails to meet the goals and fails to make good faith efforts to achieve the goals.
- 1.8 Workforce. In Sections 12-18 of the Equity Plan, the Authority establishes a Workforce Program. The Workforce Program sets a 32% and 6% goal for workforce utilization for the Project of minorities and women, respectively. These goals were first established by the Minnesota Department of Human Rights. The City of Minneapolis then generally adopted these same goals. Achievement of these goals may be impacted by the nature of the Minnesota workforce, the number of individuals from licensed trades needed for the Project, the number of other large construction projects that will compete for workers with the Project, and the availability issues these and other factors create. Despite the challenges, the Authority is committed to ensuring that the Construction Manager meets the goals or uses all necessary and reasonable good faith efforts to meet these goals. Furthermore, the Authority is confident that the level of participation the Project actually achieves and the training plan that will be implemented will leave a lasting legacy of a larger minority and woman construction workforce. The Workforce Program defines specifically how the goals may be met, the parameters of the Construction



Manager’s necessary and reasonable good faith efforts to meet the goals, the requirements for reporting and monitoring, the assistance the Authority will provide, and the consequences if the Construction Manager fails to meet the goals and fails to make good faith efforts to achieve the goals.

- 1.9 MSFA Staff. The Authority is committed to a successful Equity Plan and, to that end, the Authority has and will continue to make a significant investment in experienced staff to administer the Equity Plan. Among other things, the Authority has hired two “loaned executives” from the Metropolitan Council with deep experience on all of the issues that are part of this Equity Plan. These loaned executives will not only administer the Equity Plan, but they will also train other Authority staff to take over administration once the loaned executives’ employment with the Authority ends.
- 1.10 Significant Investment. The Authority has and will continue to make significant investments in the success of the Equity Plan, including the loaned executive staff, other staff, and retention of an employment assistance firm to establish employment programs as described in Section 20.
- 1.11 Scope / Flowdown. As more specifically articulated in the Construction Services Agreement to be entered into between the Authority and the Construction Manager, this Equity Plan applies to the Construction Manager and the Construction Manager’s Subcontractors and Suppliers of any tier.

Section 2. Construction Manager Equity Review Panel

- 2.1 The Authority shall establish a “Construction Manager Equity Review Panel.” The Panel will, among other things, provide an advisory recommendation regarding potential Construction Managers’ experience and commitment to targeted business and workforce utilization goals.
- 2.2 The Authority shall appoint nine members at large to the Panel, including:
 - (a) Two representatives from the Authority;
 - (b) Two representatives from Minnesota Vikings Football, LLC;
 - (c) One representative from the City of Minneapolis;



- (d) One representative from the Minnesota Department of Labor and Industry;
- (e) One representative from the Minnesota women's business community, such as, for example, the Association of Women Contractors;
- (f) One representative from the Minnesota minority business community, such as, for example, the National Association of Minority Contractors;
- (g) One representative from the Minnesota economic development community, such as Metropolitan Economic Development Association; and
- (h) One representative from Minnesota organized labor, such as, for example, the Minneapolis Building and Construction Trades Council.

2.3 The Authority shall appoint one of the two Authority representatives to chair, administer, and attend each meeting of the Panel. The Authority and its staff representatives are also responsible for facilitating communication to and from the Panel.

2.4 No member of the Panel may be an employee of a business or other organization that intends to solicit a contract or subcontract or otherwise be paid as part of the total cost of the work of the Project.

2.5 After the Authority receives proposals from potential construction managers, and after the Authority generates a "short list" of proposers, but before the Authority awards the Construction Services Agreement to a construction manager, the Panel shall request information from each short-listed Proposer and conduct an interview of each such Proposer lasting no longer than 60 minutes. The interview shall consist of a 30-minute presentation by the proposer with the remaining time to be devoted to questions by the Panel.

- (a) Prior to the interview, the Panel will send an interview packet to each Proposer containing a request for information and a list of questions;



- (b) The request for information shall ask the Proposer to include, at minimum, the following information:
 - (i) The Proposer’s experience and accomplishments on projects with targeted business and workforce utilization goals;
 - (ii) Resumes of the Proposer’s staff or contract organizations responsible for successful execution of the Equity Plan;
 - (iii) References from public agencies, minority and women business organizations, and community workforce agencies who can provide information regarding the Proposer’s past efforts on projects with targeted business and workforce utilization goals;
 - (iv) A detailed description of strategies for compliance with equity plans including without limitation detailed solicitation strategies that includes events, outreach activities, and innovative ideas to reduce barriers for minorities, women, and small minority- and women-owned businesses and encourage, support, and obtain workforce participation by minorities and women on projects.

2.6 After all short-listed Proposers are interviewed, the Panel shall generate and submit a report to the Authority. The report shall contain, at minimum, a “Pass” or “Incomplete” designation. A “Pass” designation signifies the Panel recommends that the Proposer continue in the construction manager selection process. An “Incomplete” designation signifies that the Panel recommends the Proposer not continue to final negotiations unless and until the proposer addresses any noted deficiencies in the Panel’s report.

2.7 The Panel’s recommendation is advisory only. The Authority and Team retain complete and final discretion to award the Construction Services Agreement to the Construction Manager of its choice.

Section 3. Stadium Equity Oversight Committee

3.1 The Authority shall establish a “Stadium Equity Oversight Committee.” The Committee will, among other things, facilitate communication with



the community regarding the Equity Plan and related issues associated with the Project.

- 3.2 The Committee shall hold periodic meetings, as determined to be appropriate by the Authority, for the lifetime of the construction of the Project, beginning in March of 2013. The meetings shall be open to the public.
- 3.3 The Authority shall appoint two permanent Authority representatives to chair, administer, and attend each meeting of the Committee. The Authority and its staff representatives are also responsible for facilitating communication to and from the Committee, including a report to the Authority following each such meeting.
- 3.4 The Authority shall specifically invite representatives of the following stakeholders to attend and participate in meetings of the Committee:
 - (a) Minnesota Vikings Football, LLC;
 - (b) The Employment Assistance Firm(s);
 - (c) The Construction Manager;
 - (d) All members of the Construction Manager Equity Review Panel, as defined by Section 2;
 - (e) City of Minneapolis Office of Civil Rights (Prevailing Wage);
 - (f) Minnesota Department of Human Rights (Affirmative Action and Workforce Utilization Reporting);
 - (g) Minnesota Department of Labor and Industry (Prevailing Wage and Apprenticeship);
 - (h) Minnesota Department of Administration (Materials Management TGB Program);
 - (i) City of St. Paul (CERT Program); and
 - (j) Minnesota Unified Certification Program (DBE).



- 3.5 The Authority may specifically invite additional parties to attend and participate in meetings of the Committee in the Authority's sole discretion, but the Committee and its meetings will remain open to the public. Any member of the public may attend and participate in the Committee meetings.
- 3.6 A representative from the Construction Manager is required to attend each Committee meeting.
- 3.7 A representative from the employment assistance firm is required to attend each Committee meeting.
- 3.8 The primary purpose of the Committee is to facilitate communication with the community regarding the Equity Plan and related issues. Although the Committee may from time to time make recommendations to the Authority, the Authority retains the sole, complete, and final discretion on all Equity Plan decisions related to the Project.

Section 4. **Targeted Business Program**

- 4.1 The Authority recognizes the legislature's mandate that the Authority establish and attempt to meet goals for construction contracts for the Project (the "Project") to be awarded to women- and minority-owned business enterprises ("Targeted Businesses") in a percentage at least equal to the minimum used for City of Minneapolis development projects. In furtherance of the intention of such mandate, the Authority also finds it appropriate to adopt this Targeted Business Program to establish participation goals for construction contracts entered into by the Authority's Construction Manager and its various Subcontractors and Suppliers of all tiers.
- 4.2 The Authority establishes this Targeted Business Program based on, among other things, the study completed by National Economic Research Associates, Inc. for the City of Minneapolis captioned "The State of Minority- and Women-Owned Business Enterprise: Evidence from Minneapolis" dated October 21, 2010 ("Disparity Study"), and supplemental reports. The Authority adopts this Targeted Business Program for purposes of, among other things, ensuring a "level playing field" for WBE/MBE firms, fostering equal opportunity for WBE/MBE



firms in contracts with the Authority, and reducing the relevant disparities identified in the Disparity Study.

4.3 The Authority hereby adopts the participation goals for work included in the Construction Services Agreement, based on the Disparity Study, and provided to the Authority by the City of Minneapolis. These goals are project- and contract-specific goals created by the City of Minneapolis Department of Civil Rights for the work included in the Construction Services Agreement. The City calculated these goals based on (a) the Disparity Study, (b) specific availability by scope of work for Targeted Businesses certified as more specifically described in Section 5.1, and (c) using the relative local disparity based on the total number of construction-related firms reported in the 2010 census. The goals are appropriate for the Construction Services Agreement because the Project is located in the City of Minneapolis. The goals are as follows:

- (a) 9% participation by MBE firms, as defined below, and
- (b) 11% participation by WBE firms, as defined below.

("Targeted Business Goal").

4.4 The Authority will require the Construction Manager to make every necessary and reasonable good faith effort to achieve the goals set forth in Section 4.3.

4.5 The Authority adopts this Targeted Business Program to define more specifically how the goals may be met, the parameters of the Construction Manager's necessary and reasonable good faith efforts to meet the goals, the requirements for reporting and monitoring, and the consequences if the Construction Manager fails to meet the goals and fails to make good faith efforts to achieve the goals.

Section 5. Definitions – Targeted Business. For purposes of the Targeted Business Program:

- 5.1 "MBE" means a business that meets one or more of the following criteria:
 - (a) Certified by the Minnesota Uniform Certification Program ("MUCP") as an MBE (as that term is used by MUCP) and found in the MUCP directory at: <http://mnucep.metc.state.mn.us/>;



- (b) Certified by the Minnesota Department of Administration and classified as a Targeted Group (TG) business in the directory for the Minnesota Department of Administration Materials Management website at: <http://www.mmd.admin.state.mn.us/process/search/>. The business also must have one or more of the following designations used in the Department of Administration’s website: (A), (B), (H), (I), or (E). (The legend at the bottom of the directory page of the website provides this information.) Firms identified solely by a (D), (L), (M), (R), or (W) (which represent disabled-owned firms; firms in economically disadvantaged geographic areas; and woman-owned firms) do not meet the definition of an MBE;
- (c) Certified by the Central Certification Program (CERT) as an MBE (as that term is used by CERT) and found in the CERT directory. The CERT directory will be made available by the Authority.

5.2 “WBE” means a business that that meets one or more of the following criteria:

- (a) Certified by the Minnesota Uniform Certification Program (“MUCP”) as a WBE (as that term is used by MUCP) and found in the MUCP directory at: <http://mnucp.metc.state.mn.us/>;
- (b) Certified by the Minnesota Department of Administration and classified as a Targeted Group (TG) business in the directory for the Minnesota Department of Administration Materials Management website at: <http://www.mmd.admin.state.mn.us/process/search/>. The business also must have the (W) designation used in the Department of Administration’s website, denoting a woman-owned business;
- (c) Certified by the Central Certification Program (CERT) as an MBE (as that term is used by CERT) and found in the CERT directory. The CERT directory will be made available by the Authority.

5.3 “Targeted Business” means an MBE or WBE.

5.4 “Subcontractor” means any entity the Construction Manager contracts with for any part of the Project, including without limitation Sub-subcontractors and Suppliers of any tier to the Construction Manager.



5.5 “Subcontract” means any contract entered into by the Construction Manager or a Subcontractor for any part of the Project.

5.6 “Good Faith Efforts” means the necessary and reasonable efforts to meet the goals of this Targeted Business Program, including without limitation the good faith efforts described in this Targeted Business Program.

Section 6. Achievement of Participation Goals – Targeted Business

6.1 The Authority will require the Construction Manager to use Good Faith Efforts to achieve the Targeted Business Goals through the Subcontracts entered into between the Construction Manager and its Subcontractors, which in turn may enter into various agreements with lower-tier Subcontractors.

6.2 The Construction Manager is not required to meet the goals of this Targeted Business Program for each individual Subcontract it enters into. Instead, subject to Section 7.3, the Construction Manager may meet, or make Good Faith Efforts to meet, the goals of this Targeted Business Program by aggregating participation from all of its Subcontractors. As part of its Good Faith Efforts, the Construction Manager may request participation at different levels from different Subcontractors.

6.3 The Construction Manager may count toward the Targeted Business Goal the value (or a percentage of the value, as discussed below) of the various Subcontractors’ contracts for work performed on the Project only after the MBE or WBE is certified as such as described in Sections 5.1 and 5.2.

6.4 Whether the Construction Manager achieves the goals of this Targeted Business Program will be evaluated and determined as the Project progresses and at the end of the Project based on the total Cost of the Work as defined in the Construction Services Agreement. If the total dollar amount of MBE and WBE contracts meets or exceeds the established Targeted Business Goal, then the Authority will determine that the goals of this Targeted Business Program have been met.

6.5 The Authority will utilize the following guidelines, plus the guidelines in Appendix A, in determining the percentage of WBE/MBE participation that will be counted toward the Targeted Business Goal:



- (a) The value of work performed by a firm after it has ceased to be certified as an MBE or WBE will not be counted toward the Targeted Business Goal.
- (b) If an MBE or WBE's certification lapses, the value of work performed by a firm during any period of lapsed certification will not be counted toward the Targeted Business Goal.
- (c) Only amounts paid to and performed by an MBE or WBE will be counted toward the Targeted Business Goal; participation of a Subcontractor will not be counted until the amount has been paid to the Subcontractor.

Section 7. Compliance Monitoring and Reporting – Targeted Business

- 7.1 The Authority intends to assist and monitor the Construction Manager's efforts to achieve the Targeted Business Goal during all phases of the Project, from pre-solicitation through construction. The Construction Manager will cooperate with the Authority's monitoring plan and requests as outlined in this section.
- 7.2 Pre-Solicitation Phase – Authority. During the pre-solicitation phase (between the award of the Construction Services Agreement and the pre-bid meeting(s) for each Subcontract), the Authority will:
 - (a) Participate with various governmental agencies, including without limitation the U.S. Small Business Administration and the State of Minnesota Materials Management Division, along with these agencies' outreach efforts and programs designed to assist MBEs and WBEs to become certified;
 - (b) Work with non-profit business support organizations to develop strategies designed to reduce barriers for MBEs and WBEs and create effective communication activities;
 - (c) Attend meetings and explain the Targeted Business Program to interested attendees;
 - (d) Provide the Construction Manager and its Subcontractors of all tiers all appropriate resources and assistance to find WBE and MBE firms; and



- (e) Work with the Construction Manager to host, plan and operate small business “meet and greet” sessions intended to facilitate the introduction of small businesses, including WBE and MBE firms, to the Construction Manager and its Subcontractors of all tiers. The small business “meet and greet” sessions will be conducted no later than one month prior to respective bid due dates.

7.3 Pre-Solicitation Phase – Construction Manager. During the pre-solicitation phase (between the award of the Construction Services Agreement and the pre-bid meeting(s) for each Subcontract), the Construction Manager shall:

- (a) Provide one point of contact to the Authority for the pre-solicitation phase of the Project;
- (b) Comply with the Construction Manager’s Targeted Business Enterprise Plan required by Section 10.8.1 of the Construction Services Agreement;
- (c) Have the option to set individual goals on individual Subcontracts consistent with the Targeted Business Enterprise Plan;
- (d) Work with the Authority to host, plan, and operate no less than two small business “meet and greet” sessions;
- (e) Actively recruit lower-tier Subcontractors to participate in pre-bid meetings and small business “meet and greet” sessions; and
- (f) Hold a pre-bid meeting for all Subcontracts prior to bid due date.

7.4 Solicitation Phase – Authority. During the solicitation phase (between each Subcontract’s pre-bid meeting and the bid due date), the Authority will:

- (a) Assist the Construction Manager, bidders, and Targeted Businesses with any questions regarding the Targeted Business Program; and
- (b) Provide, upon request, rulings (based upon information reported by the Construction Manager, bidders, and Targeted Businesses) regarding (i) whether an MBE or WBE will be performing a commercially useful function (defined below), and (ii) whether and how an MBE or WBE’s work will be counted toward the Targeted Business Goal.



7.5 Solicitation Phase – Construction Manager. During the solicitation phase (between each Subcontract’s pre-bid meeting and the bid due date), the Construction Manager shall:

- (a) Provide one point of contact to the Authority for the solicitation phase of the Project;
- (b) Comply with the Construction Manager’s Targeted Business Enterprise Plan required by Section 10.8.1 of the Construction Services Agreement; and
- (c) Submit all documentation required by the Authority, including without limitation:
 - (i) The Targeted Business Commitment and Information form (attached hereto as **Exhibit A**) for each bid, which shall identify by name the WBE or MBE that is committed to be used on the specific Subcontract; the scope of work; and the contract value or percentage of total Subcontract amount represented by the WBE or MBE; and
 - (ii) The Subcontractor Information Form (attached hereto as **Exhibit B**), signed by the committed WBE or MBE and the bidder identifying the work and contract value at time of bid.

7.6 Post-Bid Review Phase – Authority. During the post-bid review phase (between each Subcontract’s bid due date and completion of **Exhibit A**, the Authority will:

- (a) Request the Construction Manager to provide Good Faith Effort documents and a plan to carry out Good Faith Efforts during the construction phase;
- (b) Reserve the ability to adjust applicable MBE and WBE contract values based on commercially useful function determinations, incorrect Targeted Business Goal value calculations, or Targeted Business certification rulings; and
- (c) Review **Exhibit A** within 14 calendar days of each bid. The Authority will award a Pass/Award, Pass/Waiver, or Fail for each



such **Exhibit A** submitted by the Construction Manager, based on the following criteria:

- (i) Pass/Award – Bidder committed to contract with MBE and WBE firms that meet or exceed each respective goal for that contract. A Pass/Award signifies that the bidder is to continue in the contract award process;
- (ii) Pass/Waiver – Bidder did not meet the Targeted Business Goal, but demonstrated sufficient Good Faith Efforts. A Pass/Waiver signifies that the bidder is to continue in the contract award process; or
- (iii) Fail – Bidder did not meet the Targeted Business Goals and did not demonstrate sufficient Good Faith Efforts. A Fail signifies that the bidder is not recommended to continue in the contract award process.

7.7 **Post-Bid Review Phase – Construction Manager.** During the post-bid review phase (between each Subcontract’s bid due date and completion of the Authority’s review of **Exhibit A**, the Construction Manager shall:

- (a) Provide one point of contact to the Authority for the post-bid review phase of the Project;
- (b) Provide to the Authority all requested Good Faith Effort documentation within 3 calendar days of the bid; and
- (c) Provide to the Authority a Good Faith Efforts Plan from the Construction Manager and each selected Subcontractor for the construction phase within 10 calendar days of the bid. This Good Faith Efforts Plan shall address, among other things, how the Subcontractor and Construction Manager intend to address changes to anticipated Targeted Business participation including, for example, changes in participation counting made by the Authority during the bid review phase and changes in scope during the construction phase.

7.8 **Construction Phase – Authority.** During the construction phase (between the award of each Subcontract and Final Payment to the Construction Manager), the Authority will:



- (a) Work with the Construction Manager to identify, prevent, and resolve Targeted Business-related concerns on the Project.

7.9 Construction Phase – Construction Manager. During the construction phase (between the award of each Subcontract and final payment), the Construction Manager shall:

- (a) Provide one point of contact to the Authority for the construction phase of the Project;
- (b) Actively participate in documenting Good Faith Efforts and monitoring;
- (c) Work with the Authority to identify, prevent, and resolve contract-related issues with Targeted Business concerns on the Project;
- (d) Identify all Targeted Business work for each monthly Application for Payment in a timely and efficient manner;
- (e) Enter applicable data, including payment data, in the LCP Tracker system operated by the City of Minneapolis Department of Human Rights or other system designated by the Authority; and
- (f) Submit to the Authority on a monthly basis a complete and accurate CSA Equity Plan Progress Report attached hereto as Exhibit C and cooperate with the Authority’s ongoing monitoring of the Construction Manager’s Good Faith Efforts.

Section 8. **Participation Counting – Targeted Business**

- 8.1 Guidelines regarding how MBE and WBE participation is counted toward the Targeted Business Goal are described in **Appendix A.**

Section 9. **Commercially Useful Function – Targeted Business**

- 9.1 The Authority will determine whether an MBE or WBE is performing a commercially useful function (“CUF”) as described in **Appendix B.**

Section 10. **Good Faith Efforts – Targeted Business**



- 10.1 The Authority will determine whether the Construction Manager has made Good Faith Efforts to achieve the Targeted Business Goal as described in **Appendix C**.

Section 11. Consequences of Failure to Meet Goals and Failure to Make Good Faith Efforts – Targeted Business

- 11.1 At the end of the Project, and before the Authority makes Final Payment to the Construction Manager, the Authority shall determine, in the Authority's sole discretion, whether the Construction Manager met the Targeted Business Goal. If the Construction Manager fails to meet these goals, the Authority shall also determine, in its sole discretion, whether the Construction Manager made Good Faith Efforts to meet the Targeted Business Goal.
- 11.2 If the Authority determines the Construction Manager failed to make Good Faith Efforts to meet the Targeted Business Goal, the Construction Manager shall be liable to the Authority for the Authority's actual damages for the Construction Manager's failure to make Good Faith Efforts. The Authority also shall withhold payment to the Construction Manager as follows:
- (a) The Authority shall determine whether the Construction Manager failed to make Good Faith Efforts for the entire Project or for only a part of it.
 - (b) If the Authority determines the Construction Manager failed to make Good Faith Efforts for the entire Project, the Authority shall deduct payment to or assess damages against the Construction Manager in the amount of the difference between the level of Targeted Business participation had Good Faith Efforts been used and the actual Targeted Business participation.
 - (c) If the Authority determines the Construction Manager failed to make Good Faith Efforts for only part of the Project, the Authority shall withhold payment to or assess damages against the Construction Manager in the amount of the difference between the level of Targeted Business participation had Good Faith Efforts been used for that aspect of the Project, and the actual Targeted Business participation for that aspect of the Project.



- 11.3 Intentionally or recklessly false reporting of Targeted Business data, Good Faith Efforts regarding efforts to achieve Targeted Business goals, or the commercially useful function of reported Targeted Business participation shall be subject to the Minnesota False Claims Act. This liability also flows down and applies to Subcontractors and Suppliers of all tiers to the extent they intentionally or recklessly report similar false data regarding Targeted Business participation on the Project.

Section 12. Workforce Program

- 12.1 The Authority recognizes the legislature's mandate that the Authority establish construction workforce goals for utilization of women and minorities during construction of the Project in a percentage at least equal to the current City of Minneapolis goals, and which also includes efforts to include workers from City of Minneapolis zip codes that have high rates of poverty and unemployment.
- 12.2 In furtherance of the intention of such mandate, the Authority finds it appropriate to adopt this Workforce Program to establish construction workforce utilization goals for the construction work performed by the Authority's Construction Manager and its various Subcontractors and Suppliers.
- 12.3 The Authority adopts the following construction workforce utilization goals that have been adopted by the City of Minneapolis and which are based on the underlying data and intent of the workforce goal program established by the Minnesota Civil Rights Act as implemented by the Minnesota Department of Human Rights:

32% minority

6% female

("Workforce Goals")

These Workforce Goals are subject to change in the Authority's sole discretion based on, for example, the availability of various categories of trade labor, the competition for qualified labor from other concurrent projects, and any changes in the understanding of the supporting data.



- 12.4 The Authority adopts these Workforce Goals because they are the goals adopted by the City of Minneapolis for development projects in the City during the time period 2013 – 2016. The City of Minneapolis, in turn, adopted these goals based on the goals promulgated by the Minnesota Department of Human Rights for Hennepin County.
- 12.5 These goals were first established by the Minnesota Department of Human Rights. The City of Minneapolis then generally adopted these same goals. Achievement of these goals may be impacted by the nature of the Minnesota workforce, the number of individuals from licensed trades needed for the Project, the number of other large construction projects that will compete for workers with the Project, and the availability issues these and other factors create. Despite the challenges, the Authority is committed to ensuring that the Construction Manager meets the goals or uses all necessary and reasonable good faith efforts to meet these goals. Furthermore, the Authority is confident that the level of participation the Project actually achieves and the training plan that will be implemented will leave a lasting legacy of a larger minority and woman construction workforce. The Workforce Program defines specifically how the goals may be met, the parameters of the Construction Manager’s necessary and reasonable good faith efforts to meet the goals, the requirements for reporting and monitoring, the assistance the Authority will provide, and the consequences if the Construction Manager fails to meet the goals and fails to make good faith efforts to achieve the Workforce Goals.
- 12.6 The Construction Manager is required to make Good Faith Efforts (as defined below) set forth in Section 12.3 to achieve the Workforce Goals.
- 12.7 The Authority intends to administer the Workforce Program and may seek assistance from Authority Staff, the City of Minneapolis Civil Rights Department, and the Minnesota Department of Human Rights. The Authority will seek advice from the City and the Minnesota Department of Human Rights to develop additional policies, procedures, and forms to implement the Workforce Program. The Authority retains sole and complete discretion regarding the policies, administrative procedures, and forms to be developed and adopted.

Section 13. Definitions – Workforce. For purposes of the Workforce Program:

- 13.1 “Minority” has the same meaning as “minority” in the Minnesota Department of Human Rights regulations, as follows:



- (a) Black, persons having origins of any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic, persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race;
- (c) Asian and Pacific Islander, persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and
- (d) American Indian or Alaskan Native, persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

13.2 “Subcontractor” means any entity the Construction Manager contracts with for any part of the Project, including without limitation Suppliers. “Subcontractor” also includes Subcontractors and Suppliers of any tier to the Construction Manager.

13.3 “Good Faith Efforts” means the necessary and reasonable efforts to meet the Workforce Goals, including without limitation the Good Faith Efforts described in this Workforce Program and Section 17.

Section 14. **Affirmative Action Certificate - Workforce.**

14.1 The Construction Manager and all Subcontractors are required to submit affirmative action plans and obtain a certificate of compliance from the Minnesota Department of Human Rights pursuant to Minn. R. 5000.3560, subp. 1(A). The Construction Manager and all its Subcontractors must maintain certificates of compliance throughout the Project.

Section 15. **Compliance & Counting- Workforce.**

15.1 The extent to which hours worked on the Project by minority and female workers count toward the Workforce Goals shall be determined as provided by **Appendix D.**

Section 16. **Monitoring and Reporting – Workforce.**



- 16.1 The Construction Manager is responsible for accurately collecting data from its own workforce of minorities and women and those of its Subcontractors of all tiers and promptly and regularly reporting it to the City and other governmental entities as directed by the Authority. The Construction Manager shall collect and report the data in a manner and form prescribed by the City or other governmental entities as directed by the Authority.
- 16.2 The Authority may request certain compliance and auditing services from the City of Minneapolis and the Minnesota Department of Human Rights. These services may include, for example, spot checking and on-site-auditing of the workforce utilization numbers reported by the Construction Manager and its Subcontractors and Suppliers of all tiers.
- 16.3 The Construction Manager must provide, at minimum, a report containing the following information on a monthly and cumulative basis throughout the Project, separated by Subcontract, by trade, and supported by certified payrolls including every person who works on the Project jobsite as part of the Construction Services Agreement:
- (a) total hours of employment on the Project;
 - (b) total hours of employment of women;
 - (c) total hours of employment of minorities; and
 - (d) employee zip codes.

Section 17. **Good Faith Efforts – Workforce.**

- 17.1 The Authority will determine whether the Construction Manager has made Good Faith Efforts to achieve Workforce Goals as described in **Appendix E.**

Section 18. **Consequences of Failure to Meet Goals and Failure to Make Good Faith Efforts – Workforce.**

- 18.1 Intentionally or recklessly false reporting of workforce data, good faith efforts regarding efforts to achieve workforce goals, or the commercially useful function of reported workforce labor shall be subject to the Minnesota False Claims Act. This liability also flows down and applies to



the Construction Manager's Subcontractors and Suppliers of all tiers to the extent they intentionally or recklessly report similar false data regarding workforce participation by minorities or women on the Project.

- 18.2 If the Construction Manager or its Subcontractors and Suppliers of any tier do not utilize Good Faith Efforts to achieve the Workforce Goal, then the Construction Manager (a) shall be liable for paying the Authority the costs of the Authority's compliance enforcement in making its Good Faith Efforts determination and (b) shall cure the Workforce Goal shortfall to the extent caused by its lack of Good Faith Efforts. If the Construction Manager cannot cure the shortfall caused by its lack of Good Faith Efforts due to the stage of construction and/or its schedule status on the Project, the Construction Manager shall pay the Authority the cost to train the number of minorities and women that reasonably would have been employed on the Project but for the Construction Manager's lack of Good Faith Efforts, so that they are trained and available to work on future projects. The cost of proper training shall be determined by the Authority in its sole discretion, which determination will be final and binding on the Construction Manager unless arbitrary and capricious.

Section 19. **Data Collection and Reporting**

- 19.1 The Construction Manager and Subcontractors shall promptly and regularly comply with the Authority's requests to submit data, in electronic form or otherwise as directed by the Authority, regarding the Targeted Business Program, the Workforce Program, and other aspects of this Equity Plan.
- 19.2 The Construction Manager and Subcontractors shall submit the requested data directly to the Authority, the City of Minneapolis, or other governmental agency as directed by the Authority.
- 19.3 The Authority, in its discretion, may coordinate with the City of Minneapolis or other appropriate governmental agency to manage and document Targeted Business Program activity and Workforce Program activity throughout the Project.

Section 20. **Employment Assistance Firm**

- 20.1 Pursuant to Minn. Stat. § 473J.12, the Authority will issue a Request for Proposals for an employment assistance firm, preferably minority-owned,



or owned by a disabled individual or a woman, to create an employment program to recruit, hire, and retain minorities for the Stadium facility. The Authority intends to supplement its statutory mandate and engage an employment assistance firm to identify, train, and facilitate the hiring and utilization of both minorities and women by the Construction Manager and its Subcontractors hired to construct the Project.

- 20.2 Construction. The Authority will issue a Request for Proposal to create an employment program to identify, train, recruit, and facilitate the hiring and utilization of minorities and women by the Construction Manager and its Subcontractors hired to construct the Project.
- 20.3 Facility Operation. The Authority will issue a Request for Proposal to create an employment program to identify, train, recruit, and facilitate the hiring and utilization of minorities and women to work in the Stadium facility after it is constructed.

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APPENDIX A - Targeted Business Participation Counting

- (a) When a Targeted Business participates in a contract, count only the value of the work actually performed by the Targeted Business toward the Targeted Business Goal.
 - (1) Count the entire amount of that portion of a contract that is performed by the Targeted Business's own forces. Include the cost of supplies and materials obtained by the Targeted Business for the work of the contract, including supplies purchased or equipment leased by the Targeted Business (except supplies and equipment the Targeted Business Subcontractor purchases or leases from the Construction Manager or its affiliate).
 - (2) Count the entire amount of fees or commissions charged by a Targeted Business firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the contract, toward Targeted Business Goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a Targeted Business subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward Targeted Business goals only if the Targeted Business's Subcontractor is itself a Targeted Business. Work that a Targeted Business subcontracts to a non-Targeted Business firm does not count toward Targeted Business Goal.
- (b) When a Targeted Business performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the Targeted Business performs with its own forces toward Targeted Business Goal.
- (c) Count expenditures to a Targeted Business contractor toward Targeted Business Goal only if the Targeted Business is performing a commercially useful function on that contract.
 - (1) A Targeted Business performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the Targeted Business must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a Targeted Business is performing a commercially useful function,



evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the Targeted Business credit claimed for its performance of the work, and other relevant factors.

- (2) A Targeted Business does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Targeted Business participation. In determining whether a Targeted Business is such an extra participant, examine similar transactions, particularly those in which Targeted Businesses do not participate.
 - (3) If a Targeted Business does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the Targeted Business subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, presume that it is not performing a commercially useful function.
 - (4) When a Targeted Business is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the Targeted Business may present evidence to rebut this presumption, including normal industry practices for the type of work involved.
- (d) Use the following factors in determining whether a Targeted Business trucking company is performing a commercially useful function:
- (1) The Targeted Business must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting Targeted Business goals.
 - (2) The Targeted Business must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The Targeted Business receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (4) The Targeted Business may lease trucks from another Targeted Business firm, including an owner-operator who is certified as a Targeted Business. The Targeted Business who leases trucks from another Targeted Business receives



credit for the total value of the transportation services the lessee Targeted Business provides on the contract.

- (5) The Targeted Business may also lease trucks from a non-Targeted Business firm, including from an owner-operator. The Targeted Business who leases trucks from a non-Targeted Business is entitled to credit for the total value of transportation services provided by non-Targeted Business lessees not to exceed the value of transportation services provided by Targeted Business-owned trucks on the contract. Additional participation by non-Targeted Business lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. *The Construction Manager or Subcontractor is not required to obtain additional permission to use this “matching manner” method of counting participation described in this paragraph (d)(5).

Example to this paragraph (d)(5): Targeted Business Firm X uses two of its own trucks on a contract. It leases two trucks from Targeted Business Firm Y and six trucks from non-Targeted Business Firm Z. Targeted Business credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, Targeted Business credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

- (6) For purposes of this paragraph (d), a lease must indicate that the Targeted Business has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the Targeted Business, so long as the lease gives the Targeted Business absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the Targeted Business.
 - (7) All Targeted Business suppliers and trucking firms on the Project are required to participate in a semi-annual Targeted Business Counting Check with the Authority to ensure accurate reporting.
- (e) Count expenditures with Targeted Businesses for materials or supplies toward Targeted Business goals as provided in the following:



- (1)
 - (i) If the materials or supplies are obtained from a Targeted Business manufacturer, count 100 percent of the cost of the materials or supplies toward Targeted Business Goal.
 - (ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2)
 - (i) If the materials or supplies are purchased from a Targeted Business regular dealer, count 60 percent of the cost of the materials or supplies toward Targeted Business Goal.
 - (ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).



- (3) With respect to materials or supplies purchased from a Targeted Business which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward Targeted Business goals, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward Targeted Business goals.
- (4) Fill, sand, gravel and other natural materials are counted at the supplier value of 60% regardless of point of origin ownership.
- (5) A Targeted Business certified as a supplier may perform both the supplier role and broker role under the same contract. Items purchased directly and solely by the Targeted Business supplier from the manufacturer will be counted at the supplier value of 60%. Items purchased directly and solely by the Targeted Business supplier from another supplier or wholesaler will only count at the broker rate of 5%.
- (6) Specialized or “to specification” equipment purchases are presumptively considered only able to be brokered.
- (7) A Target Business certified as a broker may only count at the broker rate of 5% for all project work.
- (8) The determination between supplier and broker action may change for Targeted Business suppliers from bid/commitment phase to construction phase.
- (9) A Targeted Business contractor who performs the installation, connection, application of materials may only count the cost of supplies or materials towards the goal if:
 - (i) The Targeted Business purchases the supplies or materials itself and
 - (ii) Industry practice supports and is structured for the supplies or materials to be purchased by the Targeted Business, including without limitation structural steel, rebar, and paint and other coatings.



APPENDIX B – Targeted Business Commercially Useful Function (“CUF”)

CUF Site Visits

- (a) An Authority representative will perform at least one site visit for each Targeted Business performing under a contract on the Project for the purpose of determining whether the Targeted Business is performing a “commercially useful function” (“CUF”) as described in Appendix A.
- (b) The Authority will conduct at a minimum one site visit for each Targeted Business to determine that the Targeted Business is providing a CUF. The Authority will document each site visit and applicable support documentations.
- (c) CUF site visits are intended to be performed on the construction site or applicable place of business. In situations when it is not feasible to perform the CUF site visit on location, the Targeted Business will provide all documentation to demonstrate CUF compliance.
- (d) CUF site visits documentation includes photographs, brief interviews with staff, correspondence, and copies of business transactions.
- (e) The CUF site visit will be documented in a standardized form and retained by the Authority.
- (f) Data from the CUF form will be retained by the Authority for auditing purposes.

CUF Review

- (g) The Authority may conduct a CUF Review if the Authority has concerns whether a Targeted Business is performing a commercially useful function.
- (h) The Authority performs a CUF Review by collecting data, including site visit reports, photographs, and interview information. The Authority then analyzes the data and produces a CUF Finding which may, in the Authority’s discretion, provide adjustments to whether and how the Targeted Business’ participation is counted toward the Targeted Business Goals.



APPENDIX C – Targeted Business Good Faith Efforts

- (a) The Construction Manager must make Good Faith Efforts to achieve the Equity Plan’s Targeted Business Goal. Many of the Good Faith Efforts are described in Section 7, including without limitation the monitoring and reporting activities in the various phases in Section 7. This Appendix identifies a non-exclusive list of factors the Authority may consider when determining whether the Construction Manager has exercised Good Faith Efforts.
- (b) The Authority shall determine if the Construction Manager has made adequate Good Faith Efforts. If the Construction Manager fails to make adequate Good Faith Efforts, the consequences are discussed in Section 11.
- (c) Because the Construction Manager is not a Targeted Business, the Construction Manager’s Good Faith Efforts to achieve the Targeted Business Goal necessarily must focus on obtaining participation of Targeted Business firms hired by the Construction Manager as Subcontractors or qualified joint venture partner.
- (d) The Construction Manager must make the good Good Faith Efforts described herein beginning with its solicitation of potential Subcontractors.
- (e) Documentation. The Authority has developed the forms described in Section 7 and may develop such other forms, affidavits, and other documentation the Authority deems appropriate for the Construction Manager to document its Good Faith Efforts to meet the Targeted Business Goal and allow the Authority to determine whether Good Faith Efforts have been made. The Construction Manager and its Subcontractors shall complete the forms the Authority requests them to complete.
 - (1) The Authority shall determine what information is required from the Construction Manager, proposed Subcontractors, or others as the Authority deems appropriate to evaluate the Construction Manager’s Good Faith Efforts, and shall determine what reviews, examinations and assessments of information are appropriate for such evaluation.
 - (2) Before the Construction Manager enters into a contract with any Subcontractor, the Construction Manager must submit to the Authority any forms that the Authority deems appropriate.
 - (3) The Construction Manager must require its Subcontractors to engage in similar Good Faith Efforts as required by the Authority, and to similarly flow down their Good Faith Efforts requirements to lower tier Subcontractors. References in these



requirements to the Construction Manager shall also be deemed to refer to its Subcontractors and such lower tier Subcontractors with respect to their obligations to use Good Faith Efforts.

(f) Removal of MBE or WBE

- (1) The Construction Manager shall notify the Authority before the Construction Manager terminates a contract with a Targeted Business, changes the scope of the Targeted Business's contract, or otherwise releases a Targeted Business from performing work on the Project ("Removal Action").
- (2) The Authority will permit the Construction Manager to take a Removal Action when:
 - (i) The work committed to the Targeted Business was eliminated or adjusted via approved change order.
 - (ii) The Authority has verified that the Targeted Business is no longer in business or is unable to perform acceptable work under the contract.
 - (iii) Any resolved legal situation that impacts the ability for the Targeted Business to perform work.
 - (iv) The Targeted Business has defaulted on the terms of its Subcontract and can no longer perform the work as required.
- (3) To the extent a proper Removal Action is taken by the Construction Manager, the Construction Manager must make Good Faith Efforts as described herein to replace those firms with other Targeted Business firms, or otherwise increase Targeted Business participation to offset the loss of Targeted Business participation.

(g) Non-Exclusive List of Factors. In addition to compliance with the various reporting and monitoring requirements described in this Equity Plan or developed by the Authority, the following is a list of non-exclusive factors the Authority may consider in making a determination whether the Construction Manager has made adequate Good Faith Efforts to meet the Targeted Business Goal:

- (1) Soliciting through all reasonable and available means (attendance at pre-bid meetings, advertising and/or written notices) the interest of as many Targeted



Business firms as reasonably possible presently certified in the scopes of work of the contract.

- (2) Soliciting Targeted Business firms in reasonably sufficient time prior to bid opening or the proposal deadline to allow Targeted Business firms to respond to solicitations, or allowing sufficient time for Targeted Business firms to respond to solicitations prior to finalizing selections of Subcontractors. The Construction Manager must determine with certainty if the Targeted Business firms are interested by taking and documenting appropriate steps to follow up on initial solicitations.
- (3) Selecting portions of the work to be performed by Targeted Business firms in order to increase the likelihood that the participation goals will be achieved. This includes, where appropriate, breaking contract work into smaller units to facilitate Targeted Business participation.
- (4) Providing interested Targeted Business firms with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (5) Negotiating in good faith with interested Targeted Business firms and providing written documentation of such negotiation with each such business. In determining whether the Construction Manager negotiated in good faith, the Authority may consider a number of factors including price, scheduling and capabilities as well as the contract goal.
- (6) The fact that there may be some additional costs involved in finding and using Targeted Business firms is not itself sufficient reason for the Construction Manager's failure to meet the participation goals as long as such costs are reasonable.
- (7) If requested by a solicited Targeted Business firm, the Construction Manager must make reasonable efforts to assist such Targeted Business firms in obtaining financing, training, or insurance as may be appropriate for their work on the Project, provided that the Construction Manager need not provide financial assistance toward this effort.
- (8) Effectively using the services of minority/woman community organizations; minority/woman contractors' groups; 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 Targeted Business firms.



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APPENDIX D – Workforce Compliance and Counting

Pursuant to Section 12.7 of the Equity Plan, the Authority will seek advice from the City of Minneapolis and the Minnesota Department of Human Rights for the purpose of establishing additional policies, procedures, and forms for the workforce program, including compliance and counting.

Until the Authority, in its sole discretion, adopts specific policies, procedures, and forms regarding how workforce participation by minorities and women is counted toward the Workforce Goal, the Authority will use the following guidelines:

- (a) The Workforce Goal is expressed as a percentage of the total hours worked by individuals performing eligible work (“Workforce Work”) as part of the Construction Services Agreement, whether the workers are employed by the Construction Manager, Subcontractors, or Suppliers of any tier;
- (b) Workforce Work means work performed on the Project job-site; and
- (c) Every hour of Workforce Work performed by an eligible minority or woman counts toward the Workforce Goal.



APPENDIX E – Workforce Good Faith Efforts

- (a) The Construction Manager must make Good Faith Efforts to achieve the Equity Plan's Workforce Goal. Many of the Good Faith Efforts are described in Section 16, including without limitation cooperation with the monitoring and reporting activities. This Appendix identifies certain minimum requirement for Good Faith Efforts as well as a list of additional non-exclusive factors the Authority may consider when determining whether the Construction Manager has exercised Good Faith Efforts.
- (b) The Construction Manager is required to take the following steps as part of its Good Faith Efforts:
 - (1) Make a good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Construction Manager's employees are assigned to work. The Construction Manager must specifically ensure that all lead supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the Construction Manager's obligation to maintain such a working environment, with specific attention to minority or female persons working at such sites or in such facilities.
 - (2) Establish and maintains a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (3) Utilize the Construction Works database to maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each person. If the person was sent to the union hiring hall for referral and was not referred back to the Construction Manager by the union or, if referred, not employed by the Construction Manager, this must be documented in the file with the reason therefore, along with whatever additional actions the Construction Manager may have taken.
 - (4) Provide immediate written notification to the Authority when the union or unions with which the Construction Manager has a collective bargaining agreement has not referred to the Construction Manager a minority person or woman sent by the Construction Manager, or when the Construction Manager has other information that the union referral process has impeded the Construction Manager's efforts to meet its obligations.



- (5) Develop on-the-job training opportunities and/or participate in and pay for training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the state of Minnesota. The Construction Manager must provide notice of these programs to the sources compiled under Paragraph (b)(2).
- (6) Disseminate the Construction Manager's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Construction Manager in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general lead supervisors, etc., prior to the first day of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Construction Manager's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Construction Manager's equal employment opportunity policy with other contractors and Subcontractors with whom the Construction Manager does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs, including zip codes in the City of Minneapolis with high rates of poverty and unemployment. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source the Construction Manager must send



written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- (10) Encourage present minority and female employees to recruit other minority persons and women.
 - (11) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Construction Manager's obligations under these specifications are being carried out.
 - (12) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy.
 - (13) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (14) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Construction Manager's equal employment opportunity policies and affirmative action obligations.
- (c) The following is a list of additional non-exclusive factors the Authority may consider when determining whether the Construction Manager has exercised good faith efforts:
- (1) Timely submission of compliance review reports;
 - (2) Construction Manager's cooperation with on-site compliance reviews and audits;
 - (3) Construction Manager's compliance with making available records or other information as required by the Workforce Program;
 - (4) Participating in voluntary associations which assist in fulfilling one or more of their good faith obligations in Paragraphs (b)(1) to (b)(14). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Construction Manager is a member and participant, may be asserted as fulfilling any one or more of its obligations provided that the Construction Manager actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and



women in the industry, ensures that the concrete benefits of the program are reflected in the Construction Manager's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Construction Manager. The obligation to comply, however, is the Construction Manager's and failure of such a group to fulfill an obligation must not be defense for the Construction Manager's noncompliance.

- (d) The Authority also may consider whether the Construction Manager takes prompt corrective action if and when it becomes aware that any of the following conditions exist with regard to its workforce:
- (1) underutilization of women or minorities in any job group;
 - (2) minority or female employees move laterally, vertically, at a lesser rate than nonminority or male employees;
 - (3) a selection process eliminates minorities or women at higher rate than nonminority or male employees;
 - (4) pre-employment inquiries and application forms do not satisfy state law requirements;
 - (5) descriptions of jobs do not accurately reflect functions involved;
 - (6) selection procedures are not valid predictors of job performance;
 - (7) disproportionately high rejection of women or minorities by hiring supervisors;
 - (8) women, minorities, and disabled persons who are not participating in company-sponsored activities;
 - (9) segregation still exists at some facilities;
 - (10) disparities by minority group status or sex in terms of length of service and type of job held;
 - (11) managers, supervisors, or employees lack interest in company equal employment opportunity policies;
 - (12) underrepresentation of women or minorities in training or career improvement programs;



- (13) techniques for evaluating effectiveness of its equal employment opportunity programs have not been established; and
- (14) inadequate display of equal employment opportunity posters.

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