

REQUEST FOR PROPOSALS  
ARCHITECTURAL AND ENGINEERING SERVICES  
FOR  
NEW MINNESOTA MULTIPURPOSE STADIUM

A. Project Background and Objectives

In 2012, the State of Minnesota enacted 2012 Minnesota Laws, Chapter 299, to establish the Minnesota Sports Facilities Authority (“MSFA” or “Authority”) and to provide for the construction, financing, and long term use of a new stadium (the “Stadium”) and related stadium infrastructure (the “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 2012 Minnesota Laws, Chapter 299, it is contemplated that the design, development and construction of the Stadium and the Stadium Infrastructure (collectively, the “Project”) will be a collaborative process between the MSFA and the Minnesota Vikings’ football team (the “Team”). To that end, the Authority and the Team have prepared this RFP and they will create a stadium design and construction group (the “SDC Group”) comprised of representatives of the MSFA and the Team to direct and manage the design of the Stadium and oversee construction.

The Authority on behalf of the SDC Group is issuing this Request for Proposals (“RFP”) for the purpose of soliciting Proposals from architectural/engineering firms interested in becoming the lead architect (the “Architect”) to be responsible for engaging and coordinating an exceptional architectural and engineering design team (the “A/E Team”) experienced in the design of multipurpose professional sports and entertainment venues and related facilities to provide architectural design and engineering services for the Project. The Preliminary Program for the Project is attached hereto as Exhibit A. The Project is to be located on a site partially including the site of the current Hubert H. Humphrey Metrodome (the “Existing Stadium”) and also including additional adjacent land to be acquired, in Minneapolis, Minnesota. The Preliminary Site Plan for the Project is attached hereto as Exhibit B. The Stadium will be designed to meet the standards required for a National Football League (“NFL”) franchise as well as other programmatic uses consistent with other multipurpose domed facilities. The Project will be designed in accordance with the design requirements set forth in 2012 Minnesota Laws, Chapter 299 and such additional standards as are established by the SDC Group (the “Minimum Design Standards”). The Agreement for Design Services (Exhibit C) will be entered into by the Authority upon recommendation of the SDC Group. All such recommendations of the SDC Group are subject to approval from the Team and Authority. The Design Services Agreement

will be issued by Addendum to this RFP as Exhibit C. Construction on the Stadium and Stadium Infrastructure is anticipated to begin in the 3<sup>rd</sup> quarter of 2013 with completion of the Stadium and Stadium Infrastructure to be achieved in advance of the Minnesota Viking's 2016 NFL season. The SDC Group contemplates that the Team will play its games at the Existing Stadium as long as reasonably practical, and is thereafter expected to play for an interim period of time at the University of Minnesota football stadium after the HHH Metrodome is demolished.

The total Project budget is established pursuant to 2012 Minnesota Laws, Chapter 299 in an amount not to exceed \$975 million, which includes an estimated construction cost for the Stadium and for the Stadium Infrastructure not to exceed approximately \$850 million.

The Team and Authority will each have, under separate contracts, Owner's Representatives to advise the respective parties during the Project. In addition, where 2012 Minnesota Laws, Chapter 299 contemplates that the SDC Group will engage an Owner's Representative, the Authority and the Team have agreed that depending upon which party, as between the Authority and the Team, has assumed the responsibility for Project cost overruns (the "Stadium Developer"), the SDC Group shall appoint that party's Owner's Representative as the SDC Group Owner's Representative (the "Project Group Representative"). The Team has selected ICON Venue Group, LLC as its Owner's Representative. The Authority has selected Hammes Co. as its Owner's Representative.

Under 2012 Minnesota Laws, Chapter 299, the Authority shall serve as the Stadium Developer. However, 2012 Minnesota Laws, Chapter 299 also provides:

"Prior to the time the Authority enters into a construction contract with a construction manager or program manager certifying a maximum price and a completion date as provided in paragraph (h), at the request of the NFL team, the Authority may authorize, such authorization not to be unreasonably withheld or delayed, the NFL team to provide for management of the construction of the stadium and related stadium infrastructure, in which event the NFL team must assume the role and responsibilities of the Authority for completion of construction in a manner consistent with the agreed minimum design standards and design documents, subject to terms of this act, including responsibility for cost overruns."

The SDC Group will similarly recommend a construction manager (the "Construction Manager") to provide preconstruction services, including, without limitation, pricing, constructability and schedule advice until such time as the Construction Services Agreement is entered into between the Stadium Developer and the Construction Manager. While a specific project delivery system has not been determined at this time, the proposed Agreement for Architectural Services contemplates that the Construction Manager will initially be under contract to the Authority, with no assurances that the Construction Manager will be selected by

the SDC Group for construction of the Project. During the Concept Design and Schematic Design phases, the SDC Group will evaluate whether to use the construction manager at risk ("CMAR") or design-build ("Design-Build") method of delivery for the construction of the Project. If the CMAR method is chosen, the Authority, at its option, may decide to enter into the Construction Services Agreement with the Construction Manager that has been providing preconstruction services, or solicit and select a new construction manager to enter into the Construction Services Agreement. In the event the CMAR method is used, the Design Services Agreement will continue to be held by the Authority on behalf of the Stadium Developer, and the construction administration and oversight duties and responsibilities of the Architect during the construction process will be owed directly to the Stadium Developer.

If the SDC Group decides to construct the Stadium and Stadium Infrastructure by using the Design-Build project delivery method, the Design Services Agreement will be assigned to a Construction Manager to be selected by the SDC Group to act as the Design-Builder with responsibility for the final design, engineering, and construction of the Stadium and Stadium Infrastructure under a Guaranteed Maximum Price with a specific completion date.

The SDC Group encourages innovation in the design and management of the work, with the objective that the final product be recognized as a significant asset to the community while meeting the budgetary, schedule, social goal, and other criteria established for the Project including all requirements of the 2012 Minnesota Laws Chapter 299.

The City of Minneapolis has provided a "Stadium Policy Framework" document, Exhibit I to provide information on the City's current planning guidelines. The 2012 Minnesota Laws Chapter 299 may require programmatic and design features that are inconsistent with some of these policies.

#### B. Scope of Services.

Once the SDC Group has recommended the Architect and the members of the A/E Team, as discussed in more detail in Section C. of this RFP, and the Authority has entered into the Design Services Agreement (with the recommendation of the SDC Group), then the Architect and the A/E Team will be authorized to proceed with Basic Services as set forth in the Design Services Agreement (the "Basic Services"). In general, the scope of the Basic Services to be provided by the A/E Team relative to the Project shall include without limitation the general disciplines outlined below to the extent necessary to provide complete, accurate and fully coordinated design documents and construction administration for the Project:

- Architectural Design
- Construction Administration and on-site representation
- Site Master Planning

- Landscape Architecture
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing and Fire Protection Engineering
- ADA design
- Audio, video, communications and information technology design
- Acoustic design
- Branding and theming, including naming rights and sponsorship signage
- Building Information Modeling (BIM) for all phases of design
- Code compliance
- Experiential and environmental graphics
- Facade and window wall consultant
- Fall arrest design and envelope maintenance design
- Concessions, merchandising and catering services
- Furniture, fixtures and equipment (FF&E) design
- Interior design
- Energy modeling, building analysis and commissioning
- LEED/Green Globes certified design
- Specialty Lighting
- Vertical Transportation design and engineering
- Traffic and Pedestrian Engineering
- Wayfinding signage
- Telecommunications, high density wifi and neutral host DAS.

The Basic Services to be provided by the A/E Team will be divided into the following phases:

- Master Planning and Concept Design
- Schematic Design,
- Design Development,
- Construction Documents/Bid and Award,
- Construction Administration, including punchlist, commissioning and closeout, and
- Post-construction, including record drawings and warranty inspections.

The required Basic Services will be described more fully in the Design Services Agreement to be attached as Exhibit C to this RFP. As described above, depending on the SDC Group's eventual decision as to whether to adopt a CMAR or Design-Build project delivery method, the SDC Group will have the discretion to recommend that the Authority will assign the Architect's agreement to the Design-Builder at such time as established by the SDC Group, and the Architect shall complete the Basic Services in accordance with all requirements set forth in the

Design Services Agreement at no additional cost or increase to the fees set forth in the Agreement.

#### C. Required Qualifications

Architectural/Engineering firms that respond to this RFP to serve as the Architect must meet all of the following criteria:

- Must be experienced as the primary design architect on a project with a construction cost of greater than \$300 million.
- Must be experienced as the primary design architect on a professional or major collegiate football stadium constructed within the last ten years.
- Must have demonstrated sustainable design experience with buildings constructed to LEED Certified or Green Globes Certified, or better, standards.
- Must have the in-house capacity with any sub consultants to produce all of the architectural design documents required as part of Basis Services.
- Must be familiar or familiarize itself with City of Minneapolis, and State of Minnesota building and fire codes, zoning regulations, and local construction practices.
- Firm and its proposed key project employees and sub consultants must have all current licenses, certifications and registrations to perform the work.
- Must identify any sub consultants or designers it proposes be a part of its A/E Team, subject to review by the SDC Group, and final approval of any sub consultants will be determined after selection of the Architect by the SDC Group as described.
- Must be interested and willing to “encourage innovation” during architectural design phases.

The Architect will be responsible for engaging and coordinating an exceptional A/E Team experienced in the design of multipurpose professional sports and entertainment venues and related facilities to provide architectural design and engineering services for the Project. Each firm shall identify, on a non-exclusive basis, all of the sub consultants recommended by the proposing firm to be members of the A/E Team and whose fees are included in the firm’s fee proposal. The SDC Group retains the right of review and approval of any such proposed sub consultants, based upon discussions with the Architect and the Authority’s and Team’s Owner’s Representatives.

#### D. RFP Timeline

Advertisement of Request for Proposals

August 10, 2012

Submittal of Questions	August 22, 2012; 4:00 pm
Pre-proposal Mtg (Halsey Hall room- Metrodome)	August 27, 2012; 11 am
Proposals Due	August 30, 2012 1 pm
Interviews of Selected Proposers	September 6-7, 2012
Selection of Primary Architect	September 14, 2012
Project Start	September 14, 2012
Project Completion	August 1, 2016

A Preliminary Master Project Schedule is attached as Exhibit E to this RFP. The Preliminary Master Project Schedule provides a general overview of the major sequencing and activities associated with the complete development, planning, design, engineering, construction, and start up of the Stadium. Each respondent to the RFP will be required to provide a detailed Design Schedule that will become a contractual requirement under the Design Services Agreement.

E. Proposal Instructions and Format

The following items shall be included in any Proposal submitted in response to this RFP:

1. Firm name, address, and background of office that would have primary responsibility for the work.
2. Provide names and resumes of key personnel who would be directly responsible for the work. Include in resumes only projects related to professional football and professional baseball, firm worked for, and project title/responsibility. Professional shall mean National Football League and Major League Baseball. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Indicate other projects team members are assigned to currently for years 2012 to 2016.
3. Provide organizational chart(s) for the entire recommended A/E Team, and similar information as requested in item 2 above with respect to key members of the A/E Team, including specifically the civil, structural, MEP and audio/video/low voltage system engineers code and other major disciplines that are proposed to be included as part of the A/E team.
4. Provide a complete list of your firm's professional and collegiate stadium and professional and collegiate ballpark projects that were constructed during that last 10 years or currently are under construction. Include:
  - Project name
  - Project location
  - Contracting or ownership entity

- Project description listing dates of construction, seating capacity, project gross square footage, construction cost, total design fee (including sub-consultants), and project delivery system. Proposers shall be specific about which projects have been worked on by current employees while employed by your firm vs. those that were worked on while employees of another employer. List key principal of proposer who was responsible for the project. Also list key architectural sub consultants used on the project as well as those responsibilities provided directly by the architect.
  - Key contact or reference from Project Owner including name, title, and telephone number.
5. Provide a Preliminary Design Package for the Stadium and Stadium Infrastructure, based on the Preliminary Program attached hereto as Exhibit A and the Preliminary Site Plan attached hereto as Exhibit B. The Preliminary Design Package should include the following drawings:
- Basic site plan showing orientation of the Stadium and Stadium Infrastructure on the Site and proposed entrance points for patrons, employees, service traffic, VIP parking, etc.
  - Preliminary floor plans showing general arrangement of each floor's area by usage.
  - Sections indicating the Stadium's relative height by level and overall building envelope, including an operable roof or other operable element to allow for open air events to be held at the Stadium. Optimize seating capacity in lower terrace. Also, optimize suite distribution to minimize distance to field and overall venue height.
  - Preliminary elevations showing materials and general feel for building exterior.

The purpose of this section of the submittal is for your firm to demonstrate creativity and understanding of the Project, as this RFP is not intended to be a design competition.

6. Describe your firm's experience with prior fast track projects and/or public/private development based projects and their delivery systems. Discuss your view as to appropriate way(s) to proceed with this project.
7. List all applicable professional liability policies with their respective types of coverage and corresponding policy limits.
8. Include the last two fiscal years of the firm's financial statements plus current year to date and other documentation demonstrating the overall financial strength of respondent.

9. Provide a narrative describing approach and methodology for implementing project controls relating to budget and schedule compliance. Supplement this narrative with successful examples of your firm's experience in successfully designing and administering construction of stadiums and comparable facilities that were constructed within the established budget and fulfilled the defined project program.
10. Provide the total dollar amount of full service architectural design fees billed by your firm and all offices for the calendar year 2011. Provide the dollar amount or percentage of these fees related to professional football or professional baseball sports projects.
11. Provide estimated workload and fees for currently contracted professional sports facilities work for the years 2013 to 2016.
12. Describe ownership of your firm and list its principal shareholders.
13. Describe your firm and how it is organized, its overall size in numbers of employees, the number of offices, and the size of the firms' sports practice in terms of numbers of employees. Describe your firms hiring practices and hiring history in terms of women and minorities.
14. Describe the philosophical ideas or themes that serve as the central organizing elements of your firms' sports architectural practice.
15. Describe your firm's capabilities and experiences in use of technologies such as Building Information Modeling or others you deem important to the design and construction process.
16. Describe your firms' practices and processes in minimizing and dealing with disputes.
17. Describe your firms' work and projects in following sustainable design practices achieving LEED/Green Globes certification. In particular note any sports facilities projects that have been designed capable of attaining or have attained LEED/Green Globes certification. List certification level and methodologies utilized to achieve LEED/Green Globes certification.
18. Proposed fees and structure. See attached Outline of Compensation for Architecture/Engineering Services; Exhibit F.
19. Submit response to Minnesota Department of Human Rights form (attached Exhibit H)
20. Submit Exhibit G – Non Collusion Statement
21. Detail any arbitration or litigation results or in process since year 2007, and detail any current claim for which arbitration or litigation has not been commenced, including any matter tendered to the firm's insurance carrier(s).
22. Provide a clear description on a separate document any exceptions taken to terms or conditions on anything noted herein or attached.
23. Provide comments to the attached draft Design Services Agreement Exhibit C in a "blackline format." The successful firm will be required to enter into an Agreement immediately and substantially in the form of the draft Agreement, so any exceptions to

the terms and conditions that are not included in your proposal will not be open for discussion at a later date.

24. Provide detailed Design Schedule.

Your response may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called herein, to the extent such additions are useful for clarity or completeness of the response. Attachments should clearly indicate on each the page the paragraph in the RFP to which they pertain. The Authority will not be liable for any errors in your proposal. No modifications to your proposal will be accepted except during negotiations initiated by the SDC Group.

This request for proposals and potential inclusion into the interview process shall in no way be deemed to create a binding contract or agreement between the respondent and Authority. Upon recommendation of the SDC Group, the Authority and successful respondent will enter into an agreement which is substantially in the form of Exhibit C (to be issued by Addendum). In the event that the SDC Group and successful respondent are unable to reach agreement upon a contract, the SDC Group reserves the right to immediately enter into negotiation, and the Authority reserves the right to enter into an agreement, with another respondent.

The SDC Group will also issue by Addendum a complete description of the scope of services ("Exhibit D; Architecture/Engineering Scope of Services").

Each respondent submitting an Architectural Services Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Authority and Team and all presentation, related costs, and travel expenses are that respondents' sole expense and the Authority and Team shall not, under any circumstances, be responsible for any cost or expense by the respondent. The Authority and Team shall be allowed to keep any and all materials supplied by the respondents in regards to this request for proposal. Each respondent agrees to hold the Authority and Team harmless against any expenses, damages, and claims arising from or connected with your proposal, including patent, trademark, copyright, or other intellectual property infringement or misappropriation.

Any media request of the respondents shall be concurrently directed to both the CEO/Executive Director of the Authority and the Team Project Executive during the receipt, analysis, selection and subsequent contract negotiation until said contract is signed and delivered by the Authority.

The Authority and Team reserve the right to accept or reject any or all proposals, to alter the selection process in any way, to postpone the selection process for either party's own convenience at any time, and to waive any defects in proposals submitted. The Authority and Team reserve the right to issue addenda to this RFP at any time due to the need for

clarification, change in schedule, or other reasons the parties so decide. The Authority and Team also reserves the right to accept or reject any individual sub-consultants that the successful respondent proposes to use.

Your proposal constitutes an offer that remains open and irrevocable for a period of not less than 180 days unless your proposal states otherwise. Proposals after the award are public documents.

F. Pre-proposal Meeting

A mandatory Pre-Proposal Meeting will be held August 27, 2012, 11 am in the Halsey Hall room located at the Hubert H. Humphrey Metrodome. The Halsey Hall room is located adjacent to the loading dock off 5<sup>th</sup> St. and 11<sup>th</sup> Avenue. Parking is available in the main lot located on the East side of the Metrodome proximate to the loading dock.

G. Proposal Deadline

Proposals are due by, August 30, 2012 at 1pm. One electronic copy and 8 bound copies of each document should be addressed to:

**Architectural Services Proposal**

Steven C. Maki, PE  
Minnesota Sports Facilities Authority  
900 South 5<sup>th</sup> St.  
Minneapolis, MN 55415

One electronic copy and 4 bound copies should also be sent and addressed to:

**Architectural Services Proposal**

Don Becker, Project Executive  
Garden Homes Development  
13-15 West 54th Street – First Floor  
New York, NY 10019  
Fax: 212.586.5868

With an additional electronic copy and 8 additional bound copies sent and addressed to:

**Architectural Services Proposal**

Don Becker, Project Executive  
Minnesota Vikings Football, LLC  
Minnesota Vikings - Winter Park  
9520 Viking Drive  
Eden Prairie, MN 55344

#### H. Selection Criteria

The SDC Group will review and short list the number of firms to be interviewed. Those firms that are short listed will be expected to have the key project personnel available for presentation and interview tentatively scheduled September 6-7, 2012. Times for individual interviews are to be determined but respondents will tentatively be allowed a block of 2 hours for presentation and ½ hour for questions and answers. Representatives of the Authority and the Team will be in attendance for the interviews. Interviews will be conducted in the Authority's Halsey Hall room. Tentatively, the SDC Group will recommend the successful respondent and the Authority will award a contract at or after its regularly scheduled meeting of September 14, 2012.

The SDC Group expects to use a combination of criteria in its evaluation process, including, without limitation, overall qualifications, relevant experience with comparable facilities, references, proposed fee structure and such others as the SDC Group may use in its sole discretion.

#### I. Minnesota Government Data Practices

All responses are subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13. Respondents shall note with their submittal any proprietary information or other private data in their submittal. Amended submittals will be available for public review on September 14, 2012.

#### J. Questions or Inquiries

All questions must be submitted in writing no later than 4:00 pm August 22, 2012 to:

Steven C. Maki, PE  
Director of Facilities & Engineering  
900 South 5<sup>th</sup> St.  
Minneapolis, MN 55415  
Fax: 612.332.8334  
Email: [steve.maki@msfa.com](mailto:steve.maki@msfa.com)

With copies to:

Don Becker, Project Executive  
Minnesota Vikings Football, LLC  
Minnesota Vikings - Winter Park  
9520 Viking Drive  
Eden Prairie, MN 55344  
Fax: 952.828.6513

Email: [beckerd@vikings.nfl.net](mailto:beckerd@vikings.nfl.net)

K. List of Exhibits

Exhibit A	Preliminary Program
Exhibit B	Preliminary Site Plan
Exhibit C	Design Services Agreement (to be issued by Addendum)
Exhibit D	Architecture / Engineering Scope of Services (to be issued by Addendum)
Exhibit E	Preliminary Master Project Schedule
Exhibit F	Outline of Compensation for Architecture / Engineering Services
Exhibit G	Non Collusion Statement
Exhibit H	Minnesota Department of Human Rights form
Exhibit I	City of Minneapolis Stadium Policy Document